

# UNOFFICIAL COPY

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VALE AT FLAGG CREEK SUBDIVISION



Doc# 1924216023 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/30/2019 11:41 AM PG: 1 OF 20

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for the Vale at Flagg Creek Subdivision (hereafter the "Declaration"), which is hereby made by and for the Vale at Flagg Creek Homeowners Association, (hereafter the "Association"), and which Declaration was recorded on June 25, 2007 as Document Number 071766032 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

### WITNESSETH:

WHEREAS, the Board of Directors and Members desire to adopt an amendment to the Declaration regarding various issues related to the use of the Property; and

WHEREAS, pursuant to Article XI, Section 10 of the Declaration, the provisions of the Declaration may be amended by the recording of an instrument declaring such amendment, which instrument shall be signed by the Declarant or its successors and assigns, and which instrument shall set forth such amendment and shall be effective from and after the date of its recording, and that the Amendment may provide for the annexation of additional land adjacent to and abutting the Subdivision upon vote of 2/3 of the Members and, as to annexation, this 2/3 vote shall be required notwithstanding any other provision in this Declaration; and

This document prepared by and after recording to be returned to:

MICHAEL G. KREIBICH, ESQ.  
JOSHUA A. WEINSTEIN, ESQ.  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, said instrument has been signed and acknowledged by the President and Secretary of the Board of Directors of the Association;

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M X  
SC      
E X  
INT AB

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WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by at least 2/3 the Members of the Association, as evidenced by the Affidavit and the attached ballots of said Members; and

NOW, THEREFORE, the Association hereby declares that Article I, Section 14 be and is hereby amended as follows (additions in text are indicated by double underline and deletions are indicated by ~~strike-out~~):

14. FAMILY shall mean ~~two~~ one or more persons related by blood, marriage, or legal adoption, or a group of not more than three persons who are not all related, living together as a single housekeeping unit within a dwelling unit, including foster children, domestic servants, and not more than two guests or roomers. ~~For the purposes of these Covenants, Conditions and Restrictions, the word "family" shall not permit unrelated persons to live together as a single housekeeping unit unless required under the laws of the United States of America or the State of Illinois concerning disabilities.~~

AND NOW, THEREFORE, the Association hereby declares that Article III, Section 4 be and is hereby amended as follows (additions in text are indicated by double underline and deletions are indicated by ~~strike-out~~):

4. ANIMALS. ~~The raising, breeding or maintaining of any livestock, poultry or animals on the Property shall be prohibited, except that no more than (a) up to two dogs, (b) up to two cats and (c) domestic fish maintained in an appropriate indoor aquarium may be kept on a Dwelling Lot. All other animals are prohibited. Each Dwelling shall have no more than 4 pets (dogs, cats, birds, hamsters, or other small "pocket pets") that will reside within the Dwelling. No more than 2 dogs nor 2 cats are allowed per Dwelling. No pets shall be permitted to run loose while not on the Owner's Dwelling Lot. Pets shall be kept on a leash while off the Owners Dwelling Lot and Owners must clean up their animal's waste if it is created off the Owner's Dwelling Lot. No permanent exercise structures nor enclosures (i.e. dog runs) shall be built on the exterior of any Dwelling.~~

AND NOW, THEREFORE, the Association hereby declares that Article III, Section 8(b) be and is hereby amended as follows (additions in text are indicated by double underline and deletions are indicated by ~~strike-out~~):

- b. Each Owner shall keep all Dwelling Lots owned by him or her, and all improvements therein or thereon, in good order and repair,

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including but not limited to, the seeding, watering, weeding, trimming, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. All trees and landscaping on Dwelling Lots shall be promptly replaced when diseased or dead, to the extent that the installation or maintenance thereof is the responsibility of the Owner. If, after delivery to the Owner of written notice given in the manner provided in the rules adopted from time to time by the Board of Directors, any Owner fails to perform the duties imposed by the preceding sentence or to remedy any violation, in addition to the remedy set forth in Article XI, paragraph 3 of the Declaration, the Association shall have the right (but not the obligation), to enter upon the Dwelling Lot and any Building thereon in question to repair, maintain, repaint, and restore the Dwelling Lot and Building to good, attractive condition and repair. If the Association elects to repair, maintain, repaint, or restore the Dwelling Lot and Building as provided herein, the cost of such restoration shall be assessed and be a binding personal obligation of the Owner as well as a lien (enforceable in the same manner as any other assessment or fine provided for herein) upon the Dwelling Lot. The Association shall be entitled, as part of the cost, to add an administrative assessment of 15% of the cost of restoration and the cost of any out of pocket expenses related to the restoration effort.

AND NOW, THEREFORE, the Association hereby declares that Article IV, Section 5 be and is hereby amended as follows (additions in text are indicated by double underline and deletions are indicated by ~~strike-out~~):

## 5. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS.

- a. Three copies of all site plans, landscaping plans, architectural plans, specifications and supporting and related materials and documents for which the approval of ~~Declarant~~ the Association is required and shall be delivered to ~~The Vale at Flagg Creek Subdivision, c/o Vale Homes, LLC, 2280 White Oak Circle, Suite 101, Aurora, IL 60502-9675, together with a review fee of \$300.00 made payable to Declarant per submission to help defray the cost of review of the plans and a \$5,000.00 construction deposit shall be submitted as a guarantee that Outlot B, the bridge, any Limited Common Areas and the drainage channels and Flagg Creek floodway are free of mud and debris during construction, that no~~

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- ~~damage has been done to any public improvements during construction, including B boxes, curbs, and sidewalks, and that landscaping and drainage has been installed pre-approved plans and fully approved by the Village of Willow Springs the Board. For any such approvals required, including but not limited to, minor modifications, fence installation or landscaping, Owners shall provide a sketch of the proposed changes or work to the Board, preferably by electronic mail to valeatflaggcreek@gmail.com, for Association review and approval prior to the commencement of the work. The Board shall provide its approval or may request additional documentation prior to such approval within thirty (30) days of receipt of any documents required by this subsection.~~
- ~~b. After submittal of ALL required documents, Declarant will review the site plan prepared according to Article IV hereof along with architectural plans.~~
- ~~c. Upon written approval by Declarant of the site plan, Owner shall remove only those trees indicated on the site plan slated for removal and install all tree fences and tree protection measures and situation control devices required under the approved site plan and tree protection plan and shall notify Declarant in writing when all work has been completed. Notwithstanding state and federal or county and local law, all Owners shall install erosion control measures and devices so that no erosion occurs and so that there is no migration of soil or vegetation or particles of either into Flagg Creek, storm water facilities or drainage ways.~~
- ~~d. Declarant shall then review the work completed by Owner and the balance of the submitted package as soon as it is practical but Declarant's written approval or disapproval shall be given within 40 days after the Owner notifies Declarant in writing that the tree protection plan work has been installed.~~
- ~~e. If Declarant disapproves any submitted material, or if Declarant requires a modification of any kind, it shall, within said 40-day period, inform the Owner who submitted the material and documents of the reasons for Declarant's disapproval or notify Owner of any changes that are to be made to bring the submittal package into compliance, but notwithstanding the duty of the Declarant to state reasons for the conclusive and binding on all parties.~~
- ~~f. Provided that proof of delivery to Declarant is accomplished by certified mail with a return receipt verifying receipt of the material submitted (all material, even if delivered in parts), if Declarant does~~

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~~not approve or disapprove, or require a modification within the aforesaid 40-day period, then at the expiration of said period, the material submitted to Declarant shall be deemed to have been fully approved by the Declarant and the Owner who has submitted the material deemed to have been approved by lapse of time shall have the right to proceed as if Declarant's written approval has been procured. Nothing in this Section 5(f) shall operate to relieve the Owner of its obligation to comply with the Declaration or operate as a relinquishment of the rights of the Declarant or Association to enforce the Declarant's or local laws. Nothing in this Section 5 shall operate to waive or relinquish the Owner's obligations under any Applicable Law.~~

- g. ~~If during construction, the Builder/Owner does not comply with the Tree Protection Program or Builder/Owner removes additional trees or damages trees on adjacent lots (this determination of damage or non-compliance is at Declarant's sole discretion), Declarant the Board shall notify Builder/Owner that a 6" in diameter tree (species to be approved by the Declarant) must be planted where each original tree was removed or damaged by Builder/Owner. These trees must be planted as soon as practicable. However, if tree or trees are not planted within 14 days of notice, Builder/Owner must post a \$2,000 per tree bond to insure that replacement trees will be planted. If within six months from the date of written notice, the new replacement trees have not been planted, Declarant the Board shall be permitted to choose the species of tree, enter the lot and plant the tree. If an Owner is required by the Board to remove a tree due to damage, disease or unsightly landscaping, the Board may permit the Owner to replace a tree or install alternative landscaping, after submission of appropriate plans as required in Section 5(a) of this Declaration and approval by the Board, in the same location as the tree that was or will be removed. Builder/Owner shall then forfeit the tree bond and there shall be no further obligation or recourse by the Declarant. Declarant shall be entitled to apply the bond to (i) all out of pocket expenses and fees related to the planting effort; (ii) a management fee of 15% of (i) and (iii) an Association reserve of up to \$500.00 per tree for the failure of the planting or rehabilitated landscaping in the area of the planting. If the bond is insufficient for these purposes as to any tree or in aggregate, the Declarant may apply another bond held by it or assess the Owner for the deficiency.~~
- h. The Owner of a Dwelling Lot bears the ultimate responsibility for compliance with Article IV, these Declarations and Applicable Laws. Approval by the Declarant Board shall not operate as a waiver or relinquishment of rights or to create an estoppel against the

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~~Declarant or~~ Association, provided, however that approvals by the Declarant prior to the issuance of the first certificate of occupancy shall bind Declarant and the Association.

AND NOW, THEREFORE, the Association hereby declares that Article XI, Section 10 be and is hereby amended as follows (additions in text are indicated by double underline and deletions are indicated by ~~strike-out~~):

10. AMENDMENTS. At any time and from time to time while these Covenants, Conditions and Restrictions are in effect, they may be amended or revoked with the approval of 2/3 of the Members by the recording in the Office of the Recorder of Deeds of Willow Springs County, Illinois of any instrument declaring such amendment or revocation, which instrument shall be signed by ~~Declarant or its successors and assigns~~ the President and Secretary of the Board of Directors, which instrument shall set forth such amendment or revocation and shall be effective from and after the date of its recording. No termination, extension or amendment shall be in violation of the Willow Springs Village Code nor shall any such termination, extension or amendment purporting to affect any rights of the Village hereunder be effective without the prior written consent of the Village. The Amendment may provide for the annexation of additional land adjacent to and abutting the Subdivision upon vote of 2/3 of the Members and, as to annexation, this 2/3 vote shall be required notwithstanding any other provision in this Declaration.

**This Amendment shall be effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois.**

**Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.**

{Signature Page to Follow}

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APPROVED THIS 3<sup>rd</sup> DAY OF August, 2019.

Vale at Flagg Creek Homeowners Association

By: [Signature]  
President

ATTEST:

By: [Signature]  
Secretary



Subscribed and Sworn to before me  
this 3<sup>rd</sup> day of August, 2019.

[Signature]  
Notary Public

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE NORTH HALF (EXCEPTING THAT PART OF THE EAST 350 FEET LYING SOUTH OF THE NORTH LINE OF LOT 1) EXTENDING EAST IN MAE MILLER SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 ALSO (EXCEPTING THE SOUTH 2 ACRES OF THE NORTH HALF OF THE EAST OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNIT	PIN
8107 S. Vale Ct., Willow Springs, Illinois	18-31-203-038-0000
8111 S. Vale Ct., Willow Springs, Illinois	18-31-203-039-0000
8115 S. Vale Ct., Willow Springs, Illinois	18-31-203-040-0000
8119 S. Vale Ct., Willow Springs, Illinois	18-31-203-041-0000
8123 S. Vale Ct., Willow Springs, Illinois	18-31-203-042-0000
8127 S. Vale Ct., Willow Springs, Illinois	18-31-203-043-0000
8131 S. Vale Ct., Willow Springs, Illinois	18-31-203-044-0000
8136 S. Vale Ct., Willow Springs, Illinois	18-31-203-045-0000
8132 S. Vale Ct., Willow Springs, Illinois	18-31-203-046-0000
8128 S. Vale Ct., Willow Springs, Illinois	18-31-203-047-0000
8120 S. Vale Ct., Willow Springs, Illinois	18-31-203-048-0000



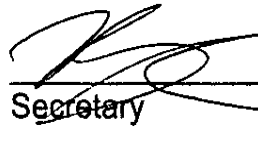
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## EXHIBIT B

### CERTIFICATION AS TO MEMBER APPROVAL

I, Megan Welbourn, do hereby certify that I am the duly elected and qualified Secretary for the Vale at Flagg Creek Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association was duly approved by the vote of at least 2/3 of all Members of the Association in accordance with the requirements of Article XI, Section 10 of the Declaration.

  
Secretary

Dated at Burr Ridge, Illinois this  
3<sup>rd</sup> day of August, 2019.

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

Francesca Salamone (signature)

Francesca Salamone (print name)

DATE: July 12, 2019

Property Address: 8107 Vale Ct  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

Cindi Fernandez (signature)

Cindi Fernandez (print name)

DATE: 7/20, 2019

Property Address: 8111 S Vale Court  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

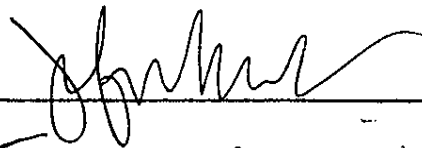
### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

 (signature)  
Jamifa Methnik (print name)

DATE: July 12, 2019

Property Address: 8115 S. Vale  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

Salwat Eskandar (signature)

Salwat Eskandar (print name)

DATE: 7 / 28, 2019

Property Address: 8119 Vale Ct  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

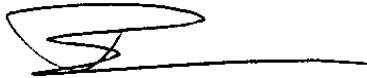
### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

 (signature)

Behn DeWald (print name)

DATE: 7-26, 2019

Property Address: 8123 S. Vale Ct.  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

Jennifer Tumpane (signature)

Jennifer Tumpane (print name)

DATE: 7/15, 2019

Property Address: 8127 Vale Ct  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

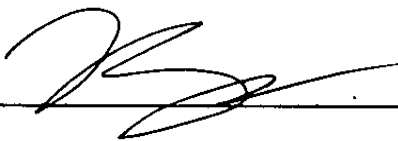
### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

 (signature)

Megan Welbourne (print name)

DATE: July 14, 2019

Property Address: 8131 Vale Ct.  
Willow Springs, Illinois



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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

 (signature)

Erica Kohalmi Gejner (print name)

DATE: July 24, 2019

Property Address: 8136 S Vale Ct  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

Shuyang Li (signature)

SHUWANG LI (print name)

DATE: July 15, 2019

Property Address: 8132 Vale ct.  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

CHRIS NEWTON (signature)

C N T (print name)

DATE: 7/16, 2019

Property Address: 8128 S VALE CT  
Willow Springs, Illinois

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## VALE AT FLAGG CREEK HOMEOWNERS ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Vale at Flagg Creek Homeowners Association, specifically regarding various issues related to the use of the Property:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

MEMBER:

 (signature)

B. BARRETT (print name)

DATE: 7/18, 2019

Property Address: 8120 VALE  
Willow Springs, Illinois