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ENVIRONMENTAL PRESERVATION
DECLARATION FOR THE COURTS OF REGENT WOOD

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THIS DECLARATION is made and entered into for the purposes hereinafter set forth as of the 14th day of July, 1987, by GLENVIEW STATE BANK not personally but solely as Trustee under the provisions of that certain Trust Agreement dated the 21st day of December, 1982 and known as Trust No. 3085 (referred to herein as either "Declarant" or "Trust No. 3085").

WHEREAS, Declarant holds record title to certain real estate situated in the Village of Northfield, Cook County, Illinois, legally described on Exhibit "A" attached hereto, all of which real estate is commonly known as THE COURTS OF REGENT WOOD and comprises a planned development pursuant to An Ordinance to Authorize A Planned Development of Certain Property Pursuant to Article XV of the Zoning Ordinance of the Village of Northfield adopted October 21, 1980 recorded in the Cook County Recorder's Office on November 24, 1980, as document number 25678354 ("Ordinance"), as amended by Amendment dated November 13, 1985, and recorded as document No. 85280064; and

WHEREAS, Declarant and the owner of the beneficial interest in Trust No. 3085 ("Developer") desire to establish a community designed to preserve and enhance its environmental setting and containing sites contiguous to common open spaces and facilities for the private use and benefit of the said community, and

WHEREAS, Developer presently intends to improve, or cause to be improved, the Phases I and II Development (as hereinafter defined) with one or more single family residences and two-unit family residences together with certain improvements consisting of lakes, streams, landscaped areas, roadways, driveways, walkways, streets, bridges, sculptures and other community ornamentation, accessories and facilities, storm sewers, sanitary sewers, telephone, water, gas, electric and other utility facilities; and

WHEREAS, Developer presently intends to improve, or cause to be improved, the Phase III Development (as hereinafter defined) with one or more residence, commercial and/or other buildings together with other improvements; and

WHEREAS, Declarant desires to establish, for its own benefit and for the benefit of its successors, assigns, and all Owners and Occupants and Phase-III Development Owners (all as hereinafter defined) and their guests and invitees, certain easements and rights in, over and under the Development and portions thereof, and certain restrictions with respect to the use thereof, and to impose certain obligations and duties on the Owners and Occupants in respect of their ownership and occupancy of Homes and use of the Environmental Preservation Areas and Common Elements, and to provide for the upkeep, maintenance, repair, restoration,

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replacement, administration and operation of the Development and any part thereof; and

WHEREAS, Developer desires to declare and establish that all of the Environmental Preservation Area, whether already completed or to be constructed, and to the extent not otherwise prohibited by this Deed of Declaration, the By-Laws (as hereinafter defined) or by subsequent instruments, shall be for the benefit of all of the Owners, Occupants and such Person or Persons as from time to time may be lawfully in title to the Environmental Preservation Area, and

WHEREAS, Developer desires (a) to make the Environmental Preservation Area subject to a general plan or scheme, (b) to create and establish certain easements, restrictions and obligations pursuant to such general plan or scheme with respect to the Development, (c) to create certain restrictions subject to which and upon which the Phases I and II Development or any part or parts thereof may be improved, sold, leased or held by Developer, its successors and assigns, and (d) to provide for certain specific rights accruing to and obligations imposed upon the Owners and Occupants of the Phases I and II Development; and

WHEREAS, it is contemplated that one (1) single family "Country Home Unit" or "Estate Home Unit" on the Phases I and II Development will be sold to individual purchasers for use as a residence of the purchaser and that the Environmental Preservation Area shall be conveyed at such time and in such manner as provided within this Declaration to THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION, to be formed and conducted as hereinafter described for the benefit of the Owners; and

WHEREAS, Declarant desires to subject the Development described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the private use and benefit of said Development and each Owner and Phase III Development Owner thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values, amenities and environment in the said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant intends to cause to be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION, for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant desires to reserve for itself the right at any time and from time to time, upon the terms and conditions

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set forth herein and until the dates set forth herein, to release or cause to be released from the scope or cause to be relieved from the terms and provisions of this Declaration such part or parts of the Development which have not previously been conveyed or transferred by Declarant.

NOW, THEREFORE, Declarant declares that the real estate described on Exhibits "A" attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, constructed or contained therein or thereon, including without limitation all Homes, Front Entrances, Patios, Open Parking Area, Environmental Preservation Area and Common Elements, and all easements, rights and appurtenances now and hereafter belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of Declarant and the Owners and Occupants thereon and Phase III Development Owners, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, uses, privileges, charges and liens hereinafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. ACT. The Condominium Property Act of the State of Illinois, as it may be amended from time to time.

B. ADJACENT GARDEN AREA. The area or areas, located in the Environmental Preservation Area to the front, side or rear of any Country Home Unit and immediately adjacent to such Country Home Unit or its Private Garden and/or Patio, intended for the same use as that of the Private Garden and/or Patio, and which the Association Board from time to time designates as being for the exclusive use for such purpose by the Owners and Occupants of such Country Home Unit.

C. ASSOCIATION. A not-for-profit corporation to be organized under the Illinois Not-For-Profit Corporation Act and vested with the administration of the Phases I and II Development at the time and in the manner provided in this Declaration and in the By-Laws, and to be known as THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION.

D. ASSOCIATION BOARD. The Board of Directors of the Association.

E. ASSOCIATION COMMON EXPENSES. Expenses of the Association relating to the administration of the Association and the upkeep, maintenance, repair, restoration, reconstruction, replacement, administration and operation of the Environmental Preservation Area and certain areas of the Phase III Development, including, but not limited to:

1. All sums lawfully assessed, levied or otherwise imposed against the Association, Developer or Declarant by any governmental authority or agency;

2. All sums lawfully assessed as Association Common Expenses against any or all Homes or Owners by Declarant, Developer, the Association or the Association Board; and

3. Expenses declared Association Common Expenses by this Declaration, including, but not limited to, the expenses listed under Article V, Section C of Article VII, and Section E(1) of Article VIII, or the By-Laws.

F. BERMS. The embankments or serpentine mounds on the peripheral borders of the Development and elsewhere within the Environmental Preservation Area or Common Elements.

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G. BUILDING. A structure consisting either of one or a number of Homes, and any other structure or structures now or hereafter located on the Phases I and II Development.

H. BUILDING COMMON ELEMENTS. That portion of the Common Elements constituting part of an Estate Building.

I. BY-LAWS. The By-Laws of the Association, as set forth on Exhibit "B" attached hereto and made a part hereof, as they may be amended from time to time.

J. COMMON ELEMENTS. That portion of the Estate Development other than the Estate Home Units.

K. COUNTRY HOME BUILDING. A Building in the Phases I and II Development with one or more rooms, occupying one or more floors, designed for independent use as a one household dwelling and garage area having lawful access to a public or private road and/or easement.

L. COUNTRY HOME UNIT. A Country Home Building together with (a) any Front Entrance, Private Garden and Patio adjacent to such Country Home Building and to which the Owner thereof may be in legal title, and (b) any utility facilities lying within the area comprised of the above portions of the Country Home Unit and which service only such Country Home Unit.

M. DECLARANT. GLENVIEW STATE BANK, as Trustee under Trust Agreement dated December 21, 1982 and known as Trust No. 3085, its legal representatives, successors and assigns.

N. DECLARATION. This instrument, as from time to time amended.

O. DEVELOPER. THE BLIETZ ORGANIZATION INCORPORATED, a Delaware corporation, its legal representatives, successors and assigns.

P. DEVELOPMENT. The real estate legally described on Exhibit "A" hereto and commonly known as The Courts of Regent Wood, Northfield, Illinois, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings, all buildings on or hereafter on the Phase III Development, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use of the Owners and Phase III Development Owners, excepting (i) any such portion or portions of the Phases I and II Development, and easements, which at the option of either Declarant or Developer at any time and from time to time hereafter until the Turnover Date may be released or withdrawn from the provisions of this Declaration and (ii) any such portion or portions of the Phase III Development, and any easements, which at the option of either Declarant or Developer at any time and from time to time hereafter may be released or withdrawn from the provisions of this Declaration.

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1. The Board of Directors of the State Development Corporation shall have the authority to issue bonds in the amount of \$10,000,000 for the purpose of financing the development of the State.

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3. The Board of Directors shall have the authority to issue bonds in the amount of \$10,000,000 for the purpose of financing the development of the State.

4. The Board of Directors shall have the authority to issue bonds in the amount of \$10,000,000 for the purpose of financing the development of the State.

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Q. ENTRANCE. The Winnetka Avenue and Waukegan Road entrances and any other access way for ingress to and egress from the Development including, but not limited to, any structures, walls, fencing, permanent signs and landscaping alongside Winnetka Avenue or Waukegan Road or any other access way to the Development.

R. ENVIRONMENTAL PRESERVATION AREA. That portion of the Phases I and II Development which is not owned in fee simple absolute by an Owner or Declarant and which is not part of an Estate Development.

S. ESTATE ASSOCIATION. A not-for-profit corporation organized under the General Not-For-Profit Corporation Act of the State of Illinois pursuant to the Estate Declaration, and its successors and assigns, which shall be vested with the administration of the Estate Development at the time and in the manner provided in the Estate Declaration.

T. ESTATE BUILDING. A structure within the Estate Development containing at least one Estate Home Unit.

U. ESTATE DECLARATION. The instrument, as it may be amended from time to time, by which all or any portion of the Development is submitted to the provisions of the Act.

V. ESTATE DEVELOPMENT. That particular portion of land, property or space in the Phases I and II Development comprising any one lot or lots or tract or tracts of land made subject to the Act by means of the submission of such land, property or space to the provisions of the Act under the Estate Declaration or an amendment thereto, and, prior to the removal of such land, property or space from the provisions of the Act, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings thereon, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners.

W. ESTATE GARDEN AREA; ESTATE ADJACENT GARDEN AREA. The Estate Garden Area is the area or areas located within the Estate Development which from time to time are designated by the Association Board or the Estate Association, as being for the exclusive use of one or more of the owners of the Estate Home Units in the Estate Development for purposes of a greenhouse, solarium, screened porch, patio, deck, garden or other related purpose. Each Estate Adjacent Garden Area is the area or areas located in the Environmental Preservation Area, and immediately adjacent to such Estate Development, intended for the same use as that of the Estate Garden Area and which the Association Board from time to time designates for such purpose by one or more of such Estate Home Units.

X. ESTATE HOME UNIT. A portion of the Phases I and II Development included within an Estate Building, with one or more

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Q. ENFORCEMENT. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business. The provisions of this Act shall also apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

R. ENVIRONMENTAL PROTECTION. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

S. ESTATE AGENTS. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

T. ESTATE BUILDING. A structure within the estate development project shall be deemed to be a structure if it is a building, whether or not it is a permanent structure, and whether or not it is a structure that is used for residential purposes.

U. ESTATE DEVELOPMENT. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

V. ESTATE DEVELOPMENT. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

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X. ESTATE DEVELOPMENT. The provisions of this Act shall apply to any person who is engaged in the business of selling, offering for sale, or otherwise disposing of any real property, whether or not such person is a licensed real estate broker, salesperson, or agent, and whether or not such person is acting in the course of his or her business.

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rooms, occupying one or more floors or parts thereof, designed for independent use as a one household dwelling and having lawful access to a public road, and/or easement, as shown on an appropriate survey.

Y. ESTATE PATIO; ESTATE ADJACENT PATIO AREA. The Estate Patio is the area or areas located within the Estate Development which from time to time are designated by the Estate Association to which such Estate Development relates, as being for the exclusive use of one or more of the owners of the Estate Home Units in such Estate Development, for purposes of a patio, deck or other related purpose. The Estate Adjacent Patio Area is the area or areas located in the Environmental Preservation Area immediately adjacent to such Estate Development, intended for the same use as that of the Estate Patio and which the Association Board from time to time designates for such purpose by one or more of such Estate Home Units.

Z. FINAL SALE. The closing of the sale by Developer of the last Home in the Phases I and II Development constructed, under construction, or planned for construction by Developer.

AA. FREE STANDING ENCLOSURE WALL. Any enclosure on the perimeter of the Development.

BB. FRONT ENTRANCE. The approach stoop installed to directly serve a Home. The Front Entrance is a part of a Home.

CC. GARAGE DRIVE. The paved entry from a public or private road, Environmental Preservation Area or Common Elements leading to a garage door.

DD. HOME. A Country Home Unit or Estate Home Unit in the Phases I and II Development.

EE. LANDSCAPING COMMON ELEMENTS. That portion of the Common Elements which are not part of an Estate Building.

FF. LIMITED COMMON ELEMENTS. That portion of the Common Elements designated in the Estate Declaration as being reserved for the use of a certain Estate Home Unit or Units to the exclusion of other Estate Home Units.

GG. OCCUPANT. Any Person residing in a Home pursuant to the terms and conditions of this Declaration and the By-Laws and who shall, in any event, fall within one of the following categories:

1. The Owner and members of the household of the Owner residing in a Home; or

2. Members of a family, household, or other group in sole occupancy of a Home with the permission of the Owner (including without limitation tenants and occupants thereof), subject to the provisions of Section D of Article XI hereof.

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HH. OWNER. The Person whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Home. For all purposes in this Declaration and the By-Laws, including, without limitation, the purposes of Article VIII and Section D of Article XI hereof, the word Owner shall include any beneficiary of a trust, shareholder of a corporation, partner of a partnership, whether limited to a general, or participant in any venture holding legal title to a Home, and shall include Declarant. The word Owner shall not include Developer. Notwithstanding any applicable theory of the mortgage, the term Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

II. OWNER-PARTICIPANT. If an Owner shall be comprised of more than one (1) Person, each such Person shall sometimes be referred to herein as an Owner-Participant.

JJ. OPEN PARKING AREA. An unenclosed area in the Phases I and II Development containing one (1) or more Open Parking Spaces.

KK. OPEN PARKING SPACE. An unenclosed portion of the Phases I and II Development within an Open Parking Area originally designed and intended for the parking and storing of motor vehicles.

LL. PATIO; DECK; ADJACENT PATIO AREA. Each Patio is the area or areas to the front, rear or side of and immediately adjacent to any Country Home Building, to which the Owner of such Country Home Building may be in legal title, originally designed and intended for the personal use of the Owner or Occupant of such Country Home Building for purposes of a patio, deck or other related purpose. Each Patio adjacent to any Country Home Building is a part of such Country Home Unit which encompasses such Country Home Building. Each Adjacent Patio Area is the area or areas, located in the Environmental Preservation Area, to the front, rear or side of any Country Home Unit and immediately adjacent to such Country Home Unit or its Patio, intended for the same use as that of the Patio and which the Association Board from time to time designates as being for the exclusive use for such purpose by the Owners and Occupants of such Country Home Unit.

MM. PERSON. A natural individual, corporation, partnership or other legal entity capable of holding title to real property.

NN. PHASES I AND II-DEVELOPMENT. That portion of the Development which lies east of the Phase III Development and which is legally described on Exhibit "C" hereto, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use of the Owners excepting any such portion or portions of such totality, and easements, which at the option of

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The following provisions shall apply to the development of the property described in the attached plat. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois.

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5. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois.

6. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois. The property shall be developed in accordance with the provisions of this plat and the provisions of the applicable laws and regulations of the State of Illinois.

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either Declarant or Developer at any time or from time to time hereafter until the Turnover Date may be released or withdrawn from the provisions of this Declaration.

OO. PHASE III DEVELOPMENT. That portion of the Development legally described on Exhibit "D" hereto, all improvements and structures erected, constructed or contained therein or thereon, including all buildings and structures, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment excepting any such portion or portions of such totality and easements, which at the option of either Declarant or Developer at any time and from time to time hereafter may be released or withdrawn from the provisions of this Declaration.

PP. PHASE III DEVELOPMENT OWNER. The owner or owners from time to time of a fee simple interest in any part or parts of the Phase III Development, including any beneficiary of a trust, shareholder or a corporation, partner of a partnership, whether limited or general, or participant in any venture holding legal title to any fee simple interest in the Phase III Development, and shall include Declarant (but not Developer). Notwithstanding any applicable theory of the mortgage, the term Phase III Development Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

QQ. PRIVACY WALL. A separation between areas immediately adjacent to Estate Home Units (except any Building Common Elements) or Country Home Buildings consisting of wood, brick or other material designed to provide privacy between such areas.

RR. PRIVATE GARDEN. The area or areas to the front, side or rear of and immediately adjacent to any Country Home Building, to which the Owner of such Country Home Building may be in legal title, originally designed and intended for the personal use of the Owner or Occupant of such Country Home Building for purposes of a greenhouse, solarium, patio, deck, pool, garden or other related purpose.

SS. PRIVATE ROAD. The paved areas in the Environmental Preservation Area for ingress, egress and internal movement by vehicles and pedestrians to, from and within the Phases I and II Development.

TT. PRIVATE ROAD PARKING AREA. The portions of the Private Roads as from time to time the Association Board designates as areas to be used for parking motor vehicles, subject to such rules and regulations as the Association Board from time to time promulgates, and subject to applicable governmental regulations.

UU. PRIVATE PATH. The paved areas for ingress and egress and internal movement to, from and within the Phases I and II Development.

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VV. TURNOVER DATE. The date on which, at the option of Developer and in its sole discretion, the management and direction of the Association is turned over to the Association Board, which date shall not be earlier than the date on which the Association is organized nor later than the date which is thirty (30) days after the Final Sale.

WW. UTILITIES. Storm sewers, sanitary sewers, telephone, cable television, water, gas, electric and other utility facilities within the Environmental Preservation Area, but excluding utility facilities lying within and servicing only one (1) Home. The service and power supplied through or by use of such facilities are not comprehended in the term "Utilities". It is contemplated that all such services and power will be supplied by appropriate public or private entities.

XX. LOT Any subdivision lot depicted on the Plat of Subdivision for the Courts of Regent Wood recorded in the office of the Cook County Recorder of Deeds on _____ as Document No. _____. As used herein, "lot" shall have the same meaning as "Lot".

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ARTICLE II

REQUIREMENTS

A. GENERAL. The covenants, conditions and requirements of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, Developer, the Association, any Owner, or any other Person having any interest or estate in the Development, their respective legal representatives, heirs, successors and assigns.

B. LAND USE. All Homes shall be used for private residence purposes only. Only Occupants may reside in Homes. No industrial, trade, occupation or profession of any kind, commercial, religious, educational or designed for profit, altruism, or exploitation shall be conducted, maintained or permitted on any part of the Phases I and II Development, but none of the foregoing restrictions shall preclude an Owner or Occupant, with respect to his Home, from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom; such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions. No "For Sale" or "For Rent" signs or other displays or advertising may be maintained or permitted on any part of the Phases I and II Development except as approved by the Association Board; however, Developer shall have such rights with respect to the Phases I and II Development set forth in Section T of this Article II and in Section G of Article III.

C. ALTERATIONS AND ADDITIONS. As THE COURTS OF REGENT WOOD architectural concept and the detailing of each Home therein contained is an integral part of the environmental character of THE COURTS OF REGENT WOOD community, therefore, except with the written approval of the Association Board, no architectural changes or additions may be made to any Home, or any part thereof, nor shall any Owner or Occupant install exterior storm sashes, storm doors, fencing, canopies or awnings of any kind on any Home, or any part thereof, or build enclosures for the front or rear entrances, unless first approved in writing by the Association Board as to location, design, material and color. Any Owner or Occupant requesting the consent of the Association Board for any architectural change or addition to any Home, or any part thereof, shall provide to the Association Board at the time such request is made, plans and specifications showing the nature, kind, shape, size, type of materials, colors and location of the same in such detail as may be required by the Association Board. No Owner or Occupant shall be permitted, except as may be approved in writing by the Association Board, to erect a permanent porch for the front or rear entrance. No Owner or Occupant shall be permitted to convert garage space into living space. Awning type patio covers, trellises, greenhouses, solariums, gazebos or other landscaping amenity structures for the Private Garden or Estate Garden Area, which must first be approved in writing by

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the Association Board as to color, design, material and location, may be erected and maintained in the Private Garden or Estate Garden Area. No Privacy Wall or other enclosure wall may be erected unless approved in writing by the Association Board except that said Privacy Wall or other enclosure wall, if damaged, may be repaired or replaced if it is of the same nature, kind, shape, size, type of material, color and location as previously existed.

D. MASTS AND ANTENNAE. No mast or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of any Building or upon any Home, Private Garden, Estate Garden Area, Environmental Preservation Area, Common Elements or elsewhere within the Phases I and II Development, except where approved by the Association Board.

E. PETS AND LIVESTOCK. Except as herein provided, no animals, rabbits, poultry, nor any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of the Phases I and II Development. The Association Board shall have the right to adopt reasonable regulations governing the keeping within any Home of domestic dogs, cats, or such other household pets which shall not become a nuisance to the Owners or Occupants.

F. LAUNDRY. No clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of the Homes except as approved by the Association Board.

G. APPEARANCE OF AREA. The Owners or Occupants of any Home shall keep their Home free and clear of rubbish, debris or other unsightly materials, obstructions or structures and shall keep their garage doors in a closed position when the same are not in use. There shall be no playing, lounging, parking of baby carriages, or play pens, bicycles, wagons, toys, sand boxes, motorcycles, statuary, sculpture, flagpoles or other objects purporting to be artistic in nature on the front lawn, Entrance, sidewalks, Private Paths and other walkways, Garage Drives or on other portions of the Environmental Preservation Area or Common Elements; however, there may be such benches, or other decorative seating accommodations or sculpture in these areas where the same shall be approved, in writing, by the Association Board.

H. GRADING. Except as shall be designated and/or performed by the Association Board, there shall be no changes in the grading of any part of the Phases I and II Development nor shall the established pattern of drainage of surface waters from any part of the Phases I and II Development thereafter be altered by any means, without the written approval of the Association Board first obtained.

I. ENCROACHMENTS. If, by reason of construction, settlement or shifting of any Building, any part of the Environmental Preservation Area or Common Elements encroaches or shall hereafter encroach upon any part of any Home or Building, or any part

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of any Home or Building encroaches or shall hereafter encroach upon any part of the Environmental Preservation Area or Common Elements or upon any part of any other Home or Building, or if, by reason of the design or construction of any Home or Building, it shall be necessary or advantageous for an Occupant to use or occupy any portion of the Environmental Preservation Area or Common Elements for any reasonable use appurtenant to said Home or Building, which will not unreasonably interfere with the use or enjoyment of the Environmental Preservation Area or Common Elements by other Occupants or if, by reason of the design or construction thereof, any pipes ducts, conduits, chimneys, or building eaves or overhangs, or any utility facilities serving more than one Home encroach or shall hereafter encroach upon any part of any Home or Building, valid easements for the maintenance of such encroachment and for such use of the Home, Building, Environmental Preservation Area and Common Elements are hereby established and shall exist for the benefit of such Home, Building, Environmental Preservation Area and Common Elements, as the case may be, so long as all or any part of the Home or Building affected shall remain standing. In no event, however, shall a valid easement for any encroachment or use of the Environmental Preservation Area or Common Elements be created in favor of any Occupant if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Phases I and II Development, or any portion thereof, by the other Owners and Occupants, or if such encroachment occurred due to the wilful conduct of any Owner or Occupant. Notwithstanding anything herein to the contrary, any encroachment which is the result of the initial construction of a Home by Developer, or any replacement thereof, shall not be deemed a willful encroachment by the Owner or Occupant.

J. PARKING.

1. The Open Parking Spaces and the Private Road Parking Area may be used for occasional short term parking by the Owners, Occupants, and guests and invitees of Owners or Occupants. This permission is not to be construed as permitting permanent parking and is subject to further rules and regulations of the Association Board.

2. The use of any Garage Drive, Open Parking Space or Private Road Parking Area as a parking place for recreational or commercial vehicles other than such commercial vehicles used in the rendering of services on behalf of an Owner's Home is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise other than private passenger vehicles. The term "recreational vehicles" includes but is not limited to boats, campers, mobile homes, motor homes, and trailers. The Association Board, however, may adopt regulations permitting temporary and/or overnight parking for recreational vehicles upon the Open Parking Area, Garage

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Drive, Private Road Parking Area, or other parking area for the accomodation of guests or other invitees of an Owner.

K. PLANTING. No plants or seeds, or other things or conditions, harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained upon any part of a Home, Private Garden, Estate Garden Area, or elsewhere within the Phases I and II Development.

L. LANDSCAPE. There shall be permitted by the rules and regulations adopted by the Association Board from time to time certain landscape improvements or additions; however, no sound landscaping shall be removed from the Phases I and II Development without the prior written approval of the Association Board. Landscape plants, trees and other material which shall be removed by reason of damage, disease, overgrowth or other reason shall be replaced in type, size and kind pursuant to the rules and regulations adopted by the Association Board, unless other replacement is approved in writing by the Association Board.

M. OTHER STRUCTURES. No structure of a temporary character, trailer, recreation vehicle, tent, solarium, greenhouse, shack or other out building shall be used, stored or maintained anywhere on the Phases I and II Development as a residence either temporarily or permanently, except in connection with repair and rehabilitation work and as expressly approved in writing by the Association Board, and except as provided in Section T of this Article II.

N. OBSTRUCTION OF ENVIRONMENTAL PRESERVATION AREA. There shall be no obstruction of the Environmental Preservation Area or the Landscaping Common Elements, and nothing shall be stored on the Environmental Preservation Area or the Landscaping Common Elements without the prior consent of the Association Board, except as permitted in this Declaration for the Adjacent Garden Areas and Estate Adjacent Garden Areas and except as otherwise in this Declaration expressly provided.

O. NO INCREASE IN INSURANCE RATES. Nothing shall be done or kept in the Phases I and II Development which:

1. Will result in,

(a) An increase in premiums for any insurance over then prevailing rates, without the prior written consent of the Association Board, or

(b) The cancellation of any insurance on any Home or other improvement in the Phases I and II Development, or

2. Would be in violation of any law or regulation.

P. WASTE. No waste shall be committed in the Phases I and II Development.

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...the Association of ...

...Phase I and II Development

...is approved in writing by the Association Board

...Article II

...this Section is hereby provided

...or kept in the Phase I and II Development which:

Will result in:

(a) An insurance is provided for any insurance over then providing reason, without the prior written consent of the Association Board, or

(b) The cancellation of any insurance on any home or other improvement in the Phase I and II Development, or

2. Would be in violation of any law or regulation.

F. WASTE No waste shall be committed in the Phase I and II Development

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Q. NO NUISANCE. No noxious or offensive activity shall be carried on in the Phases I and II Development, nor shall anything be done therein (either wilfully or negligently), which may be or become a nuisance or unreasonable annoyance to the other Owners or Occupants.

R. RULES AND REGULATIONS. The Association Board may promulgate such rules and regulations with respect to the matters set forth in this Article II, and with respect to any other matters concerning the use and occupancy of the Phases I and II Development as may be reasonably desirable to make and keep the Phases I and II Development a first class residential housing development, including, without limitation, rules and regulations regarding the use of any Private Garden or Estate Garden Areas. Owners and Occupants shall abide by all such rules and regulations.

S. OCCUPANTS. Only Occupants, as defined in Section GG of Article 1 hereof, may reside in the Homes or (other than as a guest or invitee) use the garages. The number of individual persons at any one time residing in a Home shall not exceed any limitation prescribed by law.

T. DEVELOPER'S ACTIVITIES. Notwithstanding any provision to the contrary in this Article II or elsewhere in this Declaration, Developer's or Declarant's construction, maintenance and repair with respect to any Buildings, Homes, Environmental Preservation Area or Common Elements, and Developer's or Declarant's sales activities, shall at no time be deemed a violation of any covenant or restriction set forth in this Article II or elsewhere in this Declaration. Without limitation of the foregoing, Developer and Declarant shall have the right to keep, maintain, advertise and display one (1) or more Homes as sales or show models and/or offices, the right to place "For Sale", "For Rent" and other signs on any unsold or unoccupied Homes or lots, and the right to place such other signs, posters and advertising materials on the Phases I and II Development, in connection with its construction, maintenance, repair, sales, management, advertising and other programs and activities, in such places and at such times, as Developer or Declarant in its discretion may determine and Developer and Declarant shall have the right to construct overlooks and other structures, including, but not limited to, gazebos, pavillions, fountains, arbors and other points of interest and ornamentation or sightscaping structures or pieces. The rights reserved herein to Developer and Declarant shall, in the event of a foreclosure, be for the benefit of any lender for Developer; provided, however, that the exercise of such rights by Developer's lender shall not constitute an assumption by Developer's lender of any liability of Developer arising prior to the exercise of such rights by Developer's lender.

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ARTICLE III

PROPERTY RIGHTS AND EASEMENTS

A. TITLE TO ENVIRONMENTAL PRESERVATION AREA. Declarant may retain the legal title to the Environmental Preservation Area until the Turnover Date. At such time, or prior thereto as Declarant in its sole discretion may determine, the Developer shall convey the Environmental Preservation Area by the regular form of Declarant's Trustee's quitclaim deed to the Association, and thereupon the Association shall be entitled to and assume all benefits and burdens of ownership of the Environmental Preservation Area.

B. ESTABLISHMENT OF EASEMENTS. Declarant does hereby establish and create for the benefit of the present and future Owners, Occupants, Phase III Development Owners and any Person who is a member of the family, household or other group in sole occupancy of a building on the Phase III Development with the permission of the owner thereof, including without limitation, tenants and occupants thereof ("Phase III Occupants"), an easement, license, right and privilege of:

1. Ingress to and egress from the Development, and for the purpose of internal movement within the Development, upon and over any Private Paths, pathways, walkways, Garage Drives, driveways, Private Roads and other streets located in the Development.

2. Automotive parking upon and over any parking areas located within the Development and not specifically assigned conveyed or designated for any exclusive or special use, subject to the provisions of Section J of Article II hereof

and to such rules and regulations concerning the parking areas as the Association Board in its discretion may promulgate.

3. Passage over any portion of the Development, including, without limitation, the Homes, Buildings, and other structures thereon for the purpose of (a) installation, connecting into, upkeep of, maintenance of or repair of any utility facilities, wherever located including without limitation meters located on Homes, and utility facilities for supply of water, electricity, gas, the furnishing of telephone, television and communication service, the provision of drainage and removal of sewage and waste; (b) enforcing and maintaining the standards for maintenance and appearance set forth in this Declaration; (c) providing maintenance, snow removal, repair, restoration, rehabilitation, reconstruction, lawn and landscaping care, as may be provided for by or consistent with this Declaration; and (d) inspection relating to any of the foregoing.

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ARTICLE III

PROVISIONS AND REGULATIONS

1. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

2. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

3. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

4. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

5. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

6. The Board of Directors shall have the authority to make and alter the regulations and bylaws of the Association. The Board shall also have the authority to suspend or revoke any regulations or bylaws which it may deem necessary for the good of the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association. The Board shall also have the authority to make and alter the rules of procedure for the Association.

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C. GRANT OF EASEMENT. Declarant does hereby give, grant and convey to each and every person who at any time during the effectiveness of this Declaration shall qualify as an Owner, Occupant, Phase III Development Owner or Phase III Occupant, and their respective guests and invitees:

1. A nonexclusive easement, license, right and privilege for pedestrian and automobile passage, as established in Section B(1) of this Article III, and

2. A nonexclusive easement, license, right and privilege for parking with respect to any parking area heretofore or hereafter created pursuant hereto as established in Section B(2) of this Article III, subject to the provisions of Section J of Article II hereof, and

3. A nonexclusive easement, license, right and privilege for the purposes set forth in Section B(3) of this Article III, to the extent such purposes are permitted or required of Owners, Occupants, Phase III Development Owners, Phase III Occupants or their respective guests or invitees.

D. RESERVATION OF CERTAIN EASEMENT RIGHTS. Declarant does hereby reserve itself, and its respective successors and assigns (including, without limitation, the Association), and grant unto Developer and its successors and assigns the right of passage and easements, licenses, rights and privileges (and the right to grant same to such utility companies, public or private, such municipalities or such other governmental bodies or such other Persons as any of them in its sole discretion deems necessary or desirable) for the purposes set forth in Section B(3) of this Article III, and Declarant does hereby reserve unto itself, and its successors and assigns, the right of passage and easements, licenses, rights and privileges for the purposes set forth in Section T of Article II and Section G of this Article III. Each Owner and Phase III Development Owner hereby grants to Declarant, Developer and the Association Board, and their respective successors and assigns, an irrevocable power of attorney to execute, acknowledge, file, register and record, for and in the name of all Owners and Phase III Development Owners such instruments as may be desirable or necessary to effectuate the foregoing.

E. EXTENT OF EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Declarant, or the Association Board in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Environmental Preservation Area and in aid thereof to a mortgage said Environmental Preservation Area, as set forth in this Declaration, except easements described in Sections B and C of this Article III shall be superior to any such mortgage of the Environmental Preservation Area or of the Phase III Development;

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2. The right of the Declarant or the Association Board to take such steps as are reasonably necessary to protect the Environmental Preservation Area against foreclosure;

3. The right of the Declarant or the Association Board to dedicate or transfer or enter into a contract or other form of agreement for transfer of all or any part of the Environmental Preservation Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant or the Association Board, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective at such time as the Association is organized and has assumed its duties unless an instrument signed by the Voting Members representing at least two thirds (2/3) of the total number of all eligible votes has been filed and recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action and thereunder is sent to every Owner at least ninety (90) days in advance of any action taken and further provided that such dedication shall only be permitted for the benefit of the Owners and their use of the Phases I and II Development.

F. LIGHTING. It is intended that the Association, Developer or Declarant may from time to time install upon the Environmental Preservation Area and Common Elements certain types of decorative lighting and with regard thereto, there shall be a right and easement in favor of the Association or the Developer, as the case may be, upon and across such of the Environmental Preservation Area and Common Elements as may be required for the installation and maintenance of such decorative lighting and the lines, pipes and conduits thereto as shall be reasonably required.

G. RIGHTS OF DEVELOPER. Declarant, Developer, and their respective contractors, agents, and employees shall be entitled to access, ingress and egress to the Phases I and II Development as may be required in connection with any construction, maintenance, upkeep or improvement of the Homes, Buildings, Common Elements or the Environmental Preservation Area. The Declarant and the Developer shall have the right to erect such signs, structures or other written legends and lights as may describe or otherwise identify and illuminate the Development and such persons who shall have conceived and developed the concepts for the use of the Development. The Association shall preserve and maintain any such signs, structures, legends or lights as shall have been erected as a part of the Development and the same shall not be altered, amended, removed or relocated.

H. ADDITIONAL RULES, REGULATIONS AND EASEMENTS. Each Owner and/or Occupant shall be subject to such additional rules and regulations as may from time to time be adopted by the Association Board, and each Owner and/or Occupant agrees to abide by and comply with such rules and regulations as may subsequently be adopted by the Association Board. Further, each Owner shall

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The Board of the Association shall have the right to take such steps as may be necessary to ensure that the Association is properly managed and controlled. The Board shall have the right to appoint or remove any officer or member of the Association and to determine the powers and duties of such officers and members. The Board shall also have the right to make and alter the rules and regulations of the Association and to enforce such rules and regulations. The Board shall have the right to sue or be sued and to defend or be defended in any legal proceedings. The Board shall have the right to borrow money and to mortgage or otherwise dispose of the property of the Association. The Board shall have the right to do all such other things as may be necessary for the proper management and control of the Association.

The Board shall have the right to make and alter the rules and regulations of the Association and to enforce such rules and regulations. The Board shall have the right to sue or be sued and to defend or be defended in any legal proceedings. The Board shall have the right to borrow money and to mortgage or otherwise dispose of the property of the Association. The Board shall have the right to do all such other things as may be necessary for the proper management and control of the Association.

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grant, from time to time, such easements and rights with respect thereto as may be reasonably necessary to conform with the terms and condions of this Declaration.

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Grant. From time to time amendments and additions may be made to the terms and conditions of this Decision. There shall be no liability on the part of the Commission for any such amendments or additions.

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ARTICLE IV

ADMINISTRATION:

THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION

A. ADMINISTRATION OF THE PHASES I AND II DEVELOPMENT. The direction, operation and administration of the Phases I and II Development shall be vested in Developer until such time as the Association is organized, at which time the direction, operation and administration of the Phases I and II Development shall be in the Association. Direction, operation and administration of the Phases I and II Development shall include, but shall not be limited to, maintenance, repair, restoration, reconstruction, replacement, administration, regulation and operation of the Phases I and II Development in mode and manner as provided in this Declaration and the By-Laws. Until such time as the Association is organized, Developer, its successors and assigns, shall be vested with all powers of the Association and the Association Board described herein and in the By-Laws, notwithstanding the fact that such organization shall not have then been accomplished and Developer is hereby authorized and empowered to take all such actions as the Association or the Association Board would have been authorized and empowered to take if the organization of the Association had then been completed. Within 60 days following the election of a majority of the Association Board, other than the Developer, by Owners, the Developer shall deliver to the Association Board:

(1) All original documents as recorded or filed pertaining to the Development, its administration, and the Association, such as the Declaration, Articles of Incorporation of the Association, other instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed.

(2) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operations of the Development and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(3) Association funds, which shall have been at all times segregated from any other moneys of the Developer;

(4) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies and all tax bills; and

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(5) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association, engineering and architectural drawings and specifications as approved by any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Owners, and originals of all documents relating to everything listed in this paragraph.

B. ESTATE ASSOCIATIONS. Upon the filing for record of the Estate Declaration, the Estate Association created pursuant thereto shall have such authority and responsibility for the direction, operation and administration of the Estate Development created thereby, subject, however, to the authority of the Association, as provided in this Declaration and the By-Laws.

C. ORGANIZATION OF THE ASSOCIATION. At any time after the closing of the sale of the first Home to be sold, as Developer shall determine, but not later than thirty (30) days after the Final Sale, Developer shall cause the Association to be incorporated as a not-for-profit corporation under the Illinois General Not-For-Profit Corporation Act, under the name THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION, or a name similar thereto, which Association shall then be the governing body for all the Owners for the upkeep, maintenance, repair, restoration, reconstruction, replacement, administration, regulation and operation of the Phases I and II Development, and for such other purposes, with respect to the Environmental Preservation Area and the Homes, as may be provided in this Declaration and in the By-Laws. In the event Developer shall fail to cause such corporation to be organized by such time, then the Association may be formed at any time thereafter by action of any one or more of the Owners. The Board of Directors of the Association shall constitute the Association Board herein. Regardless of when or by whom organized, the Association and its Articles of Incorporation shall conform to the provisions of this Declaration, and the By-Laws attached as Exhibit "B" hereto shall be deemed adopted by the Association upon its organization, which adoption shall be ratified by the Association Board forthwith upon its election. The Association shall not be deemed to be conducting a business of any kind, and all funds received by it shall be held and applied by it in trust for the use and benefit of Owners in accordance with the provisions of this Declaration.

D. MEMBERSHIP. After organization of the Association and except as may be otherwise specifically provided herein, the members of the Association shall consist solely of the respective Owners of Homes. All Owners at the time of organization of the Association, and all Owners subsequent thereto, upon coming into title to their respective Homes, automatically become and are deemed members of the Association for all purposes. Continuing membership in the Association shall be compulsory (and no Owner of any interest in a Home shall have any right or power to

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The Board of Directors of the Association shall have the authority to make and alter the bylaws of the Association, subject to the approval of the members of the Association at a general meeting. The Board of Directors shall also have the authority to make and alter the rules of procedure of the Association, subject to the approval of the members of the Association at a general meeting. The Board of Directors shall also have the authority to make and alter the rules of procedure of the Association, subject to the approval of the members of the Association at a general meeting.

The Board of Directors shall have the authority to make and alter the bylaws of the Association, subject to the approval of the members of the Association at a general meeting. The Board of Directors shall also have the authority to make and alter the rules of procedure of the Association, subject to the approval of the members of the Association at a general meeting.

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The Board of Directors shall have the authority to make and alter the bylaws of the Association, subject to the approval of the members of the Association at a general meeting. The Board of Directors shall also have the authority to make and alter the rules of procedure of the Association, subject to the approval of the members of the Association at a general meeting.

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disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, any such purported disclaimer, termination or withdrawal being null and void), but automatically shall terminate at such time as such Owner is divested of title to the Home in respect of which he is an Owner, at which time the new Owner of such Home automatically shall become a member. The Association may issue certificates evidencing membership therein.

E. MEMBERS' VOTING RIGHTS Following the Turnover Date there shall be one person with respect to each of the Homes who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). The Voting Member shall be the Owner of each Home or an Owner-Participant designated by the Owner or a person in writing designated as proxy as set forth in the By-Laws. With respect to each Home sold by Declarant, the Voting Member shall be entitled to one (1) vote. In the event of a resale of a Home, the purchaser of said Home, from a seller other than the Declarant or Developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Home, be counted toward a quorum for purposes of election of members of the Association Board at any meeting of the Owners called for purposes of electing members of the Association Board, shall have the right to vote for the election of members of the Association Board and to be elected to and serve on the Association Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Association Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in subsection (e) of Section 1 of "An Act relating to installment contracts to sell dwelling structures", approved August 11, 1967, as amended, Ill. Rev. Stat. ch. 29 Paragraph 8.21 (1969).

F. MANAGEMENT: ASSOCIATION BOARD. Until the Turnover Date, the management and direction of the Association shall be in the Developer. Following the Turnover Date and unless otherwise specifically provided in this Declaration, the By-Laws, or required by law, the management and direction of the Association shall be in the Association Board. The initial Association Board shall consist of seven (7) persons who shall be elected by the Voting Members as provided in the By-Laws. The Association Board (after the Turnover Date) or the Developer (prior to the Turnover Date) shall have the right to appoint an advisory board consisting of five (5) Owners, to perform such duties for such length of time as the appointing body may determine. The powers of the advisory board shall nevertheless be advisory only, and it shall have none of the authority or powers granted herein or in the By-Laws to the Association Board or the Developer.

G. NOTICE OF MEETINGS. Each Owner shall be entitled to receive written notice mailed or delivered no less than 10 days

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and no more than 30 days prior to any meeting of the Association Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Except as set forth in the foregoing sentence, each Owner shall be entitled to receive at least 48 hours prior notice of a meeting of the Association Board, unless a written waiver of such notice is signed by such Owner before the meeting is convened. Copies of the notices of the Association Board meetings must be posted in conspicuous places in the Phases I and II Development at least 48 hours prior to such meeting. All Association Board meetings are open to any Owner except for the portion of any meeting held:

(A) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association Board finds that such an action is probable or imminent;

(B) to consider information regarding appointment, employment or dismissal of an employee; or

(C) to discuss violations of rules and regulations of the Association or unpaid Association Common Expenses owed to the Association; except that any vote on these matters shall be taken at a meeting or portion thereof open to any Owner subject to the authority of the Association that any Owner may record the proceedings at meetings required to be open by the Act by tape, film or other means and that the Association Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

H. RECORDS. The Association Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by any Owners subject to the authority of the Association Board or its mortgagees and its duly authorized agents or attorneys.

1. Copies of the Declaration, any condominium instruments, other duly recorded covenants and by-laws and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Association Board shall be available. Prior to the Final Sale, the Developer shall maintain and make available the records set forth in this subsection (1) for examination and copying.

2. Detailed accurate records in chronological order of the receipts and expenditures affecting the Environmental Preservation Area, specifying and itemizing the maintenance and repair expenses of the Environmental Preservation Area and any other expenses incurred and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

3. The minutes of all meetings of the Association and the Association Board shall be maintained. The Association

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shall maintain these minutes for a period of not less than 7 years.

4. Ballots, if any, for any election held for the Association Board and for any other matters voted on by the Owners shall be maintained for a period of not less than 1 year.

5. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the Illinois General Not-For-Profit Corporation Act shall be maintained.

6. A reasonable fee may be charged by the Association or the Association Board for the cost of copying.

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shall maintain these records for a period of not less than
years.

4. Before it may be called in any election held for the
Association Board and for any matters voted on by the
Board, shall be maintained for a period of not less than
years.

5. Such other records of the Association as the Board
may determine to be necessary for the proper conduct of
its business shall be maintained for a period of not less than
years.

6. A reasonable fee may be charged by the Association
or the Association Board for the cost of copying.

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ARTICLE V

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MAINTENANCE AND REPAIR BY THE ASSOCIATION; GENERAL POWERS, DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION IN CONNECTION WITH THE PHASES I AND II DEVELOPMENT

A. LANDSCAPING AND LAWN MAINTENANCE SERVICE.

1. All landscaping on the Phases I and II Development shall be uniform, and any changes or additions made thereto shall be done only with the prior written consent of the Association Board and any such change or addition must be in conformity with the existing landscaping concept of the Phases I and II Development.

2. The Owner or Occupant of each Home shall, at his own expense, cause the lawn and shrubbery, trees and plantings located in his Private Garden, Adjacent Garden Area, Estate Garden Area and Estate Adjacent Garden Area to be watered twice weekly from May 1 to November 1, or as often as may be deemed advisable and necessary by the Association Board and in accordance with the direction of the Association and the failure of such Owner or Occupant to do so shall give the Association Board the right to have such sprinkling accomplished (and the Owner or Occupant shall make water available for such purpose) and the cost thereof shall be assessed against the Owner or Occupant as a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof.

3. The Association shall have the right and power, but not the obligation, to perform the maintenance (including without limitation fertilizing, spraying, weed control, mowing, trimming and cultivating) and replacement required on account of natural causes, of the lawn, shrubbery, trees, evergreens or plantings constituting a part of the Phases I and II Development landscaping scheme in the Private Garden, Adjacent Garden Area, Estate Garden Area and Estate Adjacent Garden Area with respect to each home. Owners and Occupants shall be responsible for all other plantings, including flowers, in the Private Garden, Adjacent Garden Area, Estate Garden Area and Estate Adjacent Garden Area with respect to each Home. The Association shall not be responsible for any damage to such plantings or flowers resulting from any cause whatsoever. The Association may assess as a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof maintenance or replacement costs against any Owner where such maintenance or replacements are necessitated by reason of the failure of such Owner to provide for proper watering as above described, or due to other act or neglect of such Owner, including but not limited to, landscaping problems created by such Owner.

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4. The maintenance and replacement of landscaping in the Environmental Preservation Area and the Landscaping Common Elements not described in Section A(3) of this Article V shall be the exclusive responsibility of the Association.

5. The Association shall have the exclusive right to provide landscape maintenance and repair upon the Environmental Preservation Area and the Landscaping Common Elements (except as otherwise provided in this Article V) which shall, among other things, consist of cutting lawns, cultivating, trimming and feeding evergreens and shrubs; reseeding, fertilizing, weed control programs, spraying, feeding and trimming of trees.

B. SNOW CLEARANCE. The Association shall be responsible for snow clearance from the Private Roads and all other roadways within the Environmental Preservation Area and Landscaping Common Elements and all major roadways in the Phase III Development, the Private Paths and all other pathways within the Environmental Preservation Area and Landscaping Common Elements and all Entrances, Front Entrances, Patios, Adjacent Patio Areas, Estate Patios, Estate Adjacent Patio Areas, the open Parking Areas and all Garage Drives, and the cost thereof shall be a Common Expense. The Association, in its sole discretion, shall determine the frequency and scope of all snow clearance.

C. ENCLOSURE WALLS, BERMS AND ENTRANCES; PATIOS. The maintenance, repair and replacement of Free Standing Enclosure Walls and other enclosure walls, and Berms in the Environmental Preservation Area shall be the responsibility of the Association and the cost thereof shall be a Common Expense. The maintenance, repair and replacement of signs, Entrances and entrance structures in the Development shall be the responsibility of the Association and the cost thereof shall be a Common Expense. The maintenance and repair of each Patio, Adjacent Patio Area, Estate Patio, and Estate Adjacent Patio Area, shall be the responsibility of the Owner of the Home applicable thereto.

D. PRIVATE ROADS, PRIVATE PATHS. The Association shall be responsible for the maintenance and repair of all Private Paths, Private Roads, Open Parking Areas and any other roadways and pathways in the Environmental Preservation Area or in the Landscaping Common Elements and all major roadways in the Phase III Development and the cost thereof shall be a Common Expense. The maintenance and repair of each Garage Drive shall be the responsibility of the Owner of the Home applicable thereto.

E. LIGHTING, ELECTRICAL SERVICE. The Association shall be responsible for the maintenance of lighting and the supply of electrical service on all Private Roads, Private Paths, the Open Parking Area, gazebos, all Entrances and all illuminated facilities now or hereafter upon the Environmental Preservation Area or Landscaping Common Elements or adjacent to the major roadways in

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the Phase III Development, which are designed for the benefit of the Owners.

F. SEWER REPAIR. In the event of repairs being required to sewer lines not maintained by a municipal or other governmental authority, the expense of repairing the same shall be the responsibility of the Association. Repair to or restoration of service laterals between mains and Homes shall be charged to the Owner whose Home such laterals service as a Special Expense (as defined herein).

G. EXTERIOR REPAINTING. There shall be no change in any exterior color of any Home from the color scheme then in effect, except in connection with a general change in such color scheme under the direction and approval of the Association. At least once each five (5) years, unless the Association shall otherwise provide, the exteriors of the Homes shall be painted or stained as necessitated by the type of material in a color scheme selected by the Developer or agreed upon by two-thirds (2/3) of the Voting Members. If no such agreement is reached, the prevailing color scheme shall again be used. The cost of such exterior repainting and/or restaining shall be borne by the Association, and shall be a Special Assessment for Association Common Expenses pursuant to the provisions of Section E(3) of Article VIII hereof. At such time as exterior repainting and/or restaining of any Home shall be scheduled as provided by the provisions of this Section, in order to insure the continuity of color coordination, the Association shall secure and engage, for the benefit of the Owners, such contractor or contractors as it shall determine to perform such exterior repainting and/or restaining as may be required. Prior to the commencement of any exterior repainting and/or restaining, the Association shall notify each Owner of a date for the commencement of the work, and such assessment shall be collectible and enforceable in mode and manner as set forth in Section F of Article VIII hereof.

H. UTILITIES. Except as otherwise provided in Section A of Article VI and Section F of this Article V, the Association shall provide for the maintenance, repair, improvement or restoration of all Utilities, other than the cost thereof which the utility companies furnishing power and service bear, and shall pay the cost of power and service through the Utilities for the benefit of the Environmental Preservation Area and Landscaping Common Elements.

I. EMPLOYEES. The Association may retain the services of any person or firm, including, without limitation, the services of a person or firm to act as manager or as managing accounting services necessary or proper in connection therewith for the enforcement of the Declaration and the By-Laws and for the organization, operation and enforcement of the rights of the Association.

J. FURNISHINGS AND OTHER PERSONALITY FOR THE ENVIRONMENTAL PRESERVATION AREA. The Association may acquire and pay for

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the Board of Directors, which are designed for the benefit of the members.

It is the policy of the Association to provide for the benefit of its members and their families. The Association shall have the authority to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur liabilities, for the purpose of providing for the benefit of its members and their families. The Association shall also have the authority to make and alter its bylaws, and to amend or repeal any resolution adopted by the members.

Section 1. The Association shall have the authority to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur liabilities, for the purpose of providing for the benefit of its members and their families. The Association shall also have the authority to make and alter its bylaws, and to amend or repeal any resolution adopted by the members.

Section 2. The Association shall have the authority to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur liabilities, for the purpose of providing for the benefit of its members and their families. The Association shall also have the authority to make and alter its bylaws, and to amend or repeal any resolution adopted by the members.

Section 3. The Association shall have the authority to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur liabilities, for the purpose of providing for the benefit of its members and their families. The Association shall also have the authority to make and alter its bylaws, and to amend or repeal any resolution adopted by the members.

Section 4. The Association shall have the authority to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur liabilities, for the purpose of providing for the benefit of its members and their families. The Association shall also have the authority to make and alter its bylaws, and to amend or repeal any resolution adopted by the members.

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appropriate furnishings and other personality for use in connection with the Environmental Preservation Area, and shall provide for the upkeep, maintenance, repair and replacement thereof.

K. REPAIR, RESTORATION AND RECONSTRUCTION OF OTHER STRUCTURES IN THE ENVIRONMENTAL PRESERVATION AREA. The Association shall have exclusive authority and responsibility to provide for the repair, restoration and reconstruction of any other improvements or structures in the Environmental Preservation Area not otherwise discussed in this Article V which may be damaged or destroyed at any time by whatever cause. Funds for such repair, restoration or reconstruction, and for any other maintenance, repair, restoration or reconstruction described in this Article V and elsewhere in this Declaration, shall be provided as therein specified, and if not so specified, or limited, then as follows, in each instance as the Association Board may determine:

1. By insurance proceeds which have become available for such purpose; or
2. By charges against the Maintenance Fund or Working Capital Fund or by other assessments pursuant to the provisions of Sections E(1), E(2) and/or E(3) of Article VIII hereof; or
3. By borrowing pursuant to the provisions of Section W of this Article V; or
4. By a combination of any of the above.

All insurance proceeds resulting from any such damage or destruction shall first be made available for such repair, restoration or reconstruction. Any such insurance proceeds remaining thereafter, at the option of the Association, either shall be divided among the Owners in the proportion that the number of Homes in the Phases I and II Development owned by each Owner bears to the total number of Homes then in existence, or shall be applied to fund the then current Operating Budget provided for in Section A of Article VIII of this Declaration, and credited to each Owner's required assessments therefor. Repair, restoration or reconstruction as used in this Section K of Article V means restoring the damaged or destroyed portion of the Environmental Preservation Area to substantially the same condition in which it existed prior to the damage or destruction.

L. CAPITAL IMPROVEMENTS. The Association shall have exclusive authority to provide for the acquisition or construction of structures, other improvements, additions or alterations on, in or to the Environmental Preservation Area which do not unreasonably interfere with the use and occupancy of any Home, subject, however, to the following requirements:

1. The cost thereof shall not, in any one calendar year, exceed twenty percent (20%) of the Operating Budget, as defined in Section A of Article VIII hereof; or

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appropriate funding and other resources for the use of the
county for the fiscal year beginning on January 1, 2000 and ending on
December 31, 2000.

1. The Board of Supervisors shall have the authority to
borrow money from any source, including the State of Illinois,
to finance the operations of the county. The Board shall have
the authority to issue bonds, notes, or other securities, and
to enter into contracts for the purchase of goods and services,
and to incur any other obligations that may be necessary for the
operation of the county. The Board shall also have the authority
to enter into contracts for the purchase of goods and services,
and to incur any other obligations that may be necessary for the
operation of the county.

2. The Board of Supervisors shall have the authority to
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5. The Board of Supervisors shall have the authority to
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to finance the operations of the county.

All insurance proceeds received from any auto damage or damage
to any other property shall be paid to the county. The Board
shall have the authority to enter into contracts for the purchase
of goods and services, and to incur any other obligations that
may be necessary for the operation of the county. The Board
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2. Any such cost in excess of said twenty percent (20%) shall be specifically approved by two-thirds (2/3) of the total number of Voting Members present at a meeting called for such purpose.

The cost of any such capital improvement shall be assessed as an Association Common Expense, unless the Association Board reasonably determines that the benefits thereof accre to fewer than all of the Homes or to certain Homes in a greater degree than to other Homes, in which event, at the election of the Association Board, the cost thereof shall be assessed as a Special Expense against such Owner or Owners benefited thereby (and in such proportion thereof to each) as the Association Board reasonably may determine.

M. MAINTENANCE OF INTERIOR UTILITY FACILITIES. The Association shall have the right and power but shall not be obligated to provide for the acquisition or construction of and payment for any additions, improvements, alterations or repairs to the storm sewers, sanitary sewers, telephone, cable television, water, gas, electric and other utility facilities lying within and servicing only one (1) Home. At the election of the Association, the Owner of such Home may be assessed pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof.

N. OTHER REQUIRED IMPROVEMENTS. The Association shall have the exclusive authority and responsibility to provide for the acquisition, construction and payment for any emergency items or other items otherwise required for the preservation and safety of the Environmental Preservation Area or by applicable law or ordinance, or regulations promulgated pursuant thereto. The cost of any such items shall be funded by charges against the Maintenance Fund or, if sufficient funds are not available therefrom, then by assessment pursuant to the provisions of Sections E(2) and/or E(3) of Article VIII hereof, which assessment shall be enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof.

O. OTHER MAINTENANCE AND REPAIR. All costs for maintenance, repair, restoration and reconstruction charges not specifically allocated by this Declaration to the Association shall be the responsibility of the individual Owner, including without limitation the maintenance, repair, restoration and reconstruction of such Owner's Home as set forth in Section A of Article VII hereof.

P. PERFORMANCE AND QUALITY OF MAINTENANCE, REPAIR, ETC. Such maintenance, repair, restoration and reconstruction as shall be the responsibility of the Owner shall be performed by the said Owner in such manner and with such materials as shall preserve the harmony of exterior design and appearance as the same existed on the date the initial construction of the Home was completed.

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Any such copy is subject to the provisions of the Copyright Act (1911) and shall be applied for by the person to whom it is issued. The number of copies issued for such purposes shall be ascertained by the Registrar.

The cost of any such copy shall be ascertained by the Registrar. The Registrar may also require the person to whom it is issued to provide a security for the cost of any such copy. The Registrar may also require the person to whom it is issued to provide a security for the cost of any such copy. The Registrar may also require the person to whom it is issued to provide a security for the cost of any such copy.

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The manner of such performance by the Owner shall be determined by the Association. If in the opinion of the Association an Owner shall fail to so render such performance, then the Association shall cause written notice thereof to be served upon the Owner which notice shall specify, with particularity, those items of exterior maintenance which are to be performed by the Owner and giving to the Owner a period of thirty (30) days (or such shorter period as an emergency may require) to fully comply with those matters set forth within the notice. In the event the said Owner shall fail to comply with the said notice, the Association, in addition to any other remedy it may have, without further notice, or demand, shall be empowered to render or cause to be rendered such performance and the cost thereof shall be assessed to such Owner as a Special Assessment for a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof.

Q. ACCESS AT REASONABLE HOURS. For the purpose of performing such maintenance, repair, restoration or reconstruction as shall be authorized by this Declaration, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to an Owner, to go upon any Home at reasonable hours on any day except Sundays and holidays. The requirements of reasonable notice and hours, and the exception of Sundays and holidays, shall be inapplicable in case of emergency.

R. DISCHARGE OF LIENS. The Association shall have the right and power, but shall not be obligated to pay any amount necessary to discharge any charge or claim which constitutes or could ripen into a lien against the Development or any portion thereof. If one or more Owner-Participants of any Home are responsible for the existence of any such charge, claim or lien, all Owner-Participants of such Home, jointly and severally, shall be liable for all costs incurred by the Association in connection therewith, including, without limitation, all sums paid in satisfaction thereof, and all court costs and attorneys' fees. All such costs shall be assessed against such Owner-Participants as provided in Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as set forth in Section F of Article VIII hereof. This Section R of Article V shall not apply to any such charges, claims or liens encumbering exclusively the title of the Home of any Owner, which charges, claims or liens if allowed to mature to title to such Home, by foreclosure or otherwise, would nevertheless remain subject to this Declaration and the By-Laws, and all reservations contained herein and in the initial deed of conveyance of such Home from Declarant.

S. EXECUTION OF AGREEMENTS. The Association shall determine which officers or other persons shall execute on behalf of the Association any agreement, contract, deed, lease, voucher for payment of expenditure and other instruments, and the manner thereof. In the absence of such determination, all such documents shall be executed by the President, Vice-President or an

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assistant vice-president, as appropriate, and attested or countersigned by the Secretary or an assistant secretary, as appropriate.

T. RULES AND REGULATIONS. The Association may adopt such reasonable rules and regulations consistent with the By-Laws and the Declaration as it may deem advisable. Copies of such rules and regulations, and all amendments and supplements thereto and amendments thereof, shall be made available to all Owners, Phase III Development Owners and Occupants in a reasonably appropriate manner.

U. LEASES AND CONCESSIONS. The Association may lease or grant concessions to or enter into contracts with any person with respect to any part of the Environmental Preservation Area for terms not in excess of five (5) years, and on such further terms and conditions as it may deem appropriate. All such leases and concessions at all times shall be subject to the terms of this Declaration and the By-Laws.

V. EXTERIOR MAINTENANCE. In addition to the matters described in Section G of this Article V, the Association shall have exclusive authority and responsibility for establishment of standards and duties for Owners and Occupants for the care, upkeep, maintenance, use and appearance of the Environmental Preservation Area. The Association shall also have authority for establishment of standards and duties for Owners and Occupants for the care, upkeep, maintenance, use and appearance of the exterior of all Buildings and all other exterior and exposed portions of the Phases I and II Development, including without limitation, Private Gardens, Estate Garden Areas and the exteriors of all Homes. Such standards and duties shall be consistent with the standards for general upkeep, maintenance and appearance established by the Developer, and shall be directed primarily to assure that the Phases I and II Development shall be maintained at all times in a manner consistent with a quality residential housing development. It is contemplated that to the extent practicable each Home shall be maintained to conserve the general appearance that such Home had at the time of its completion. If any Owner or Owners of a Home, as the case may be, shall fail to cause the respective exposed or open portions of such Home, or the exterior walls of such Home to conform in exterior upkeep, maintenance and appearance to the standards established, the Association, upon determining such facts, shall serve notice upon the Owner or Owners who are determined to be responsible therefor that there has been such a failure and that such failure should be remedied. If, within thirty (30) days after service of such notice such responsible Owner or Owners shall fail to diligently commence such work as may be necessary to remedy such failure, the Association shall have the right to cause any required work to be performed and to assess such responsible Owner or Owners for the cost thereof pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessment shall be collectible and enforceable in mode and manner as set forth in Section F of Article VIII hereof.

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W. BORROWING. The Association shall have authority and power to borrow funds necessary or desirable in connection with the exercise of any of its powers at such time or times and in such amounts as it may determine. The Association Board shall assess the Owners, pursuant to the provisions of Sections E(2) or E(3) of Article VIII hereof, for all amounts necessary and appropriate and not otherwise available to repay such borrowing when due, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof.

X. REAL ESTATE TAXES.

1. REAL ESTATE TAXES ON ENVIRONMENTAL PRESERVATION AREA. The Association shall pay, prior to the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof, real estate taxes or general or special assessments levied upon the Environmental Preservation Area by any governmental body. Nothing in this Section X shall prohibit the payment of any of such items in installments as may be permitted by law. All such expenses shall be Association Common Expenses.

2. REAL ESTATE TAXES ON HOMES. Real Estate taxes shall be separately taxes to each Owner for his Home as soon as feasible after the first sale of such Home by Declarant and shall be paid directly to the taxing authority by such Owner as and when so separately taxed. In the event that such taxes for any year with respect to any Home are not separately taxed to the Owner thereof, but rather are taxed on any part or parts of the Development being more than one (1) Home and containing the Home of such Owner (the "Undivided Tax Bill") then such Owner shall pay a portion of real estate taxes with respect to each home owned by him which shall consist of (a) that portion of the tax bill or bills on the Undivided Tax Bill, applicable to land and covering such Home as the number of square feet of land covered by the Home bears to the number of square feet of land on the Undivided Tax Bill, plus (b) a portion of the tax bill or bills on the Undivided Tax Bill applicable to improvements and covering such Home determined by that portion of the tax bill applicable to Homes and covering the Home of such Owner as the number one (1) bears to the number of all homes covered by such tax bill. Each Owner shall pay such amount to the Association Board (or to the Developer prior to formation of the Association) promptly upon demand therefor and such payee shall pay such taxes to the appropriate collecting authority. The Association Board (or the Developer prior to the formation of the Association) shall have authority to advance funds in payment of all or a portion of such taxes pending receipt from the respective Owners of his proportionate share thereof. Such expense shall be deemed to be a Special Expense, subject to assessment as a Special Expense pursuant to the provisions of Section E(3) of

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Section 1. The Association shall have the power to borrow money and to incur liabilities for the purpose of carrying out its objects and purposes. It may also acquire and hold real and personal property and may lease or otherwise dispose of any such property. The Association shall be liable for all debts and liabilities incurred by it and for all expenses incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes.

ARTICLE II

Section 2. The Association shall have the power to acquire and hold real and personal property and may lease or otherwise dispose of any such property. The Association shall be liable for all debts and liabilities incurred by it and for all expenses incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes.

Section 3. The Association shall have the power to acquire and hold real and personal property and may lease or otherwise dispose of any such property. The Association shall be liable for all debts and liabilities incurred by it and for all expenses incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes. The Association shall be liable for all debts and liabilities incurred by it in carrying out its objects and purposes.

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Article VIII hereof, enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof. All Owners shall reasonably cooperate in executing such forms as are required to cause their Home to be separately taxed.

Y. OTHER TAXES. The Association shall be responsible for the payment of all taxes on the Environmental Preservation Area, including all Private Roads therein, and for such other items as may be for the general benefit of Owners.

Z. PERFORMANCE OF COVENANTS. The timeliness, completeness and adequacy of performance by each Owner of each and all of his covenants, agreements and obligations set forth in this Declaration and in the By-Laws shall be determined by the Association. If in the opinion of the Association an Owner shall fail to perform in timely manner any one or more of such covenants, agreements or obligations, including without limitation those covenants relating to maintenance, repair, restoration or reconstruction as are provided in this Declaration and in the By-Laws, then the Association shall cause written notice thereof to be served upon the Owner, which notice shall specify, with particularity, those covenants, agreements and obligations which are to be performed by the Owner and giving to the Owner a period of thirty (30) days (or such shorter period as an emergency may require) to fully comply with those matters set forth within the notice. In the event the said Owner shall fail to comply with the said notice, the Association, in addition to any other remedy it may have, without further notice or demand, shall be empowered to perform or cause to be performed such covenants, agreements or obligations remaining unperformed by the Owner and the cost thereof shall be assessed to such Owner as a Special Assessment for a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof.

AA. OTHER. The Association shall have such other powers as are provided in this Declaration or the By-Laws.

BB. RELATIONSHIP WITH ESTATE ASSOCIATION. Reference is made to Article VI Section I for the responsibilities and obligations of the Estate Association with respect to those items set forth in this Article V which are the responsibility and obligation of Owners of Estate Home Units.

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Article 11 of the Constitution of the State of Illinois provides that the General Assembly shall have the power to create, alter, or abolish any office in the executive, legislative, or judicial branches of the State government, and to determine the qualifications, powers, and duties of such officers.

The Association shall be responsible for the payment of all taxes on the real property owned by the Association, including all taxes levied on the real property owned by the Association, and for the payment of all other taxes and assessments levied on the real property owned by the Association.

The Association shall be responsible for the payment of all taxes on the real property owned by the Association, including all taxes levied on the real property owned by the Association, and for the payment of all other taxes and assessments levied on the real property owned by the Association.

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ARTICLE VI

GENERAL DUTIES AND RESPONSIBILITIES OF THE ESTATE ASSOCIATION

The Estate Association acting through its Board (or its Board of Managers) and its officers, as appropriate, shall have the duties and responsibilities described in this Article VI.

A. UTILITIES. The Estate Association shall provide for or cause to be provided for the maintenance, repair, improvement or restoration of all Utilities located in or under the Estate Development, other than the cost thereof which the utility companies furnishing utility service through such Utilities bear, and shall pay the cost of utility service to or for the benefit of the Common Elements.

B. CARE OF COMMON ELEMENTS. Subject to the provisions of Sections G and V of Article V, the Estate Declaration may provide that the Estate Association shall provide for or shall cause to be provided for and shall direct the operation, care, upkeep, maintenance, replacement and improvement of the Building Common Elements and improvements in the Estate Development.

C. FURNISHINGS AND OTHER PERSONALITY FOR COMMON ELEMENTS. The Estate Association shall acquire and pay for appropriate furnishings and other personality for use in connection with the Common Elements as to which such Estate Association relates and shall provide for the upkeep, repair, maintenance and replacement thereof.

D. DISCHARGE OF LIENS. The Estate Association shall pay any amount necessary to discharge any charge or claim which constitutes or would ripen into a lien against the Estate Development or the Phases I and II Development or any portion thereof provided, however, the provisions of this Section D of this Article VI shall not apply to any such charges, claims or liens encumbering exclusively the title of the Estate Home Unit of any Owner, which charges, claims or liens if allowed to mature to title of such unit, by foreclosure or otherwise, would nevertheless remain subject to the Estate Declaration and all reservations contained therein and in the initial deed of conveyance of such Estate Home Unit from Declarant.

E. OTHER REQUIRED IMPROVEMENTS. The Estate Association may lease or grant concessions to or enter into contracts with any Person with respect to any part of the Common Elements for a term not in excess of five (5) years and on such further terms and conditions as it may be appropriate provided that such leases, concessions and contracts do not conflict with the terms and provisions of this Declaration and the Estate Declaration and provided further that all such leases, concessions and contracts at all times shall be subject to the terms of this Declaration and the Estate Declaration.

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BY JUDITH

NOTARIAL PUBLIC STATE OF ILLINOIS

The Board of Directors of the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") has adopted the following resolution:

Resolved, That the Board of Directors of the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") do hereby authorize and empower the Board of Directors to execute and deliver to the Secretary of State a Certificate of Incorporation for the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") in accordance with the provisions of the Illinois Notary Public Act, Chapter 120, Illinois Compiled Statutes (1993).

Resolved, That the Board of Directors of the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") do hereby authorize and empower the Board of Directors to execute and deliver to the Secretary of State a Certificate of Incorporation for the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") in accordance with the provisions of the Illinois Notary Public Act, Chapter 120, Illinois Compiled Statutes (1993).

Resolved, That the Board of Directors of the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") do hereby authorize and empower the Board of Directors to execute and deliver to the Secretary of State a Certificate of Incorporation for the State Association of Public Health Officers and Health Officers of Illinois, Inc. (the "Association") in accordance with the provisions of the Illinois Notary Public Act, Chapter 120, Illinois Compiled Statutes (1993).

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F. TAXES. Except as otherwise provided herein, the Estate Association shall pay prior to the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof, all assessments, if any, levied upon all or any portion of the Common Elements by any governmental body. Nothing in this Section F of this Article VI shall prohibit payment of any such items in installments as may be permitted by law.

G. RECORDS OF RECEIPTS AND EXPENDITURES. The Estate Association shall keep and shall make available to the Association immediately upon request of the Association given at any time and from time to time detailed, accurate, complete and well organized records of all the Estate Association's documents, statements, receipts, vouchers, purchase orders, contracts, leases, insurance policies and certificates of insurance, notices, and assessments, including without limitation, the original or photocopies thereof.

H. COMPLIANCE WITH DIRECTIVES OF ASSOCIATION. The Estate Association promptly and fully shall comply with any and all directives relating to the exercise of its powers and the performance of its duties and responsibilities as from time to time the Association or the Association Board may issue.

I. RESPONSIBILITIES AND OBLIGATIONS. If the Estate Association has expressly assumed any of the obligations or liabilities which are obligations or liabilities of an Owner under this Declaration, then in addition to the obligations or liabilities of Owners thereof the Estate Association shall perform such obligations and shall be responsible for such liabilities. If the Estate Association fails to so act, the Association shall have the same rights and remedies against the Estate Association as it would against an Owner for failure to so act.

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ARTICLE VII

MAINTENANCE AND REPAIR OF HOMES BY OWNERS: INSURANCE

A. REPAIR. RESTORATION. RECONSTRUCTION. To preserve the environmental character and architectural standards of each Home, so the same shall not be altered as a consequence of any damage, failure of upkeep or maintenance, or loss by fire or other casualty, the Owner thereof shall be responsible for the upkeep, maintenance, repair, restoration and reconstruction thereof, and shall promptly cause any such damaged or destroyed property to be repaired, restored or reconstructed, as required, with all reasonable diligence, to the condition as near as is reasonably possible in which such property existed prior to the date of such damage or destruction. In order to assure the correct completion of the work concerned, the Association shall have the right, but not the obligation, to exercise such supervision and direction over any or all repair, restoration or reconstruction carried out pursuant to the provisions of this Article, and the Owner of each Home which shall have been damaged or destroyed shall fully cooperate with and abide by any and all instructions and directions of the Association in connection herewith. In the event the Owner shall fail to perform any such repair, restoration or reconstruction, the Association, in addition to any other remedy it may have, without further notice, or demand, shall be empowered to render or cause to be rendered such repair, restoration or reconstruction, and the cost thereof shall be assessed to such Owner as a Special Assessment for a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof. The proceeds of insurance described in Section B of this Article VII shall be made available to or for the benefit of such Owner or to the Association for such repair, restoration or reconstruction (in mode and manner as the Association Board shall determine), but the insufficiency of such proceeds therefor shall in no manner lessen the obligation of such Owner under this Section A at its own expense to effect and pay for full repair, restoration or reconstruction.

B. INSURANCE. The Association shall procure insurance on all of the Buildings and structures located within the Phases I and II Development as hereinafter more fully provided. As part of its obligation, the Association shall procure or shall require the Estate Association to procure insurance on all of the Buildings forming a part of the Estate Development, or any portion thereof, and upon the failure of the Estate Association to procure such insurance, the Association may but shall not be required to procure such insurance, as hereinafter more fully provided.

1. Casualty Insurance. There shall be procured a policy or policies of insurance with reputable insurance carriers insuring the Buildings, Common Elements, and Environmental Preservation Area constituting a part of the Phases I

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and II Development including without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning, and those casualties contained in the extended coverage, vandalism and malicious mischief endorsements, and such other perils as such association from time to time may determine should be included in such coverage, for the greater of the full replacement cost, without depreciation, ("full replacement cost"), or, if 80% of the then insurable value ("80% of value") of such insured property is greater than the full replacement cost, then 80% of value, provided such association shall first assure that such coverage will be adequate to prevent application of any coinsurance factor by the insurance carrier in the event of loss (which full replacement cost and 80% of value may be determined from time to time, and shall be determined at least once every twelve (12) months, by the Association). Each policy evidencing such insurance shall (a) name as insured and the proceeds thereof shall be payable to the Association and, if applicable, the Estate Association, acting through its Board, each as Co-Trustees for each of the Owners in the Phases I and II Development, (b) to the extent feasible, provide that such insurance shall not be invalidated by any act or neglect of (1) if applicable, the Estate Association, its board, members of the Estate Association board, officers of the Estate Association, or any Owner or Occupant of a Home within such Estate Development, and (2) the Association, Association Board, members of the Association Board, officers of the Association, or any agent, employee, guest or invitee of any of them, (c) contain an endorsement to the effect that such policy shall not be terminated without at least ten (10) days prior notice to the Association Board, and (d) be without contribution as respects such other policies of insurance carried individually by any Owner or Occupant, whether such insurance covers their respective Buildings, Homes or additions or improvements thereto.

2. Liability Insurance. To the extent reasonably available, there shall be procured a comprehensive general liability insurance policy or policies with reputable insurance carriers, in such limits as the Association Board may deem desirable, insuring on an occurrence or claims made basis (a) the Association, the Association Board, members of its Board, officers of the Association, and each Owner or Occupant of a Home within the Phases I and II Development (b) if applicable, the Estate Association, its Board, members of said Board, officers of said Estate Association, and (c) the agents, employees, guests and invitees of any of them, against claims for personal injury including death and property damage arising out of any occurrence in connection with the ownership, occupancy, supervision, operation, repair, maintenance or restoration of the Phases I and II Development or arising in connection with any act or omission of or in behalf of (1) the Association, the Association Board, members of the Association Board, officers of the

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...the Board of Directors of the Association shall have the authority to ...

3. ...the Board of Directors of the Association shall have the authority to ...

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Illinois reasonably satisfactory to the Association Board. The Owners shall provide certificates evidencing such insurance to the Association Board as the Association Board may from time to time require. In the event the Association Board so requires the Owner to obtain and maintain such casualty insurance and any Owner fails to so obtain and maintain such insurance then the Association, in addition to any other remedy it may have, without further notice or demand, shall be empowered to obtain and maintain such insurance itself, and the cost thereof shall be assessed to such Owner as a Special Assessment for a Special Expense pursuant to the provisions of Section E(3) of Article VIII hereof, and such assessments shall be collectible and enforceable in mode and manner as provided in Section F of Article VIII hereof.

E. FLOOD INSURANCE. Each Owner, at its own expense, shall procure flood insurance from responsible insurance companies under policies in form and content satisfactory to any requirements therefor exacted by the Association Board.

F. RELATIONSHIP WITH ESTATE ASSOCIATIONS. Reference is made to Article VI Section I for the responsibilities and obligations of the Estate Association with respect to those items set forth in this Article VII which are the responsibility and obligation of Owners of Estate Home Units.

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The Board of Directors of the Home Owners Association of Kalamazoo County, Michigan, hereby certifies that the following is a true and correct copy of the original as the same appears in the records of the Association. This certificate is given in accordance with the provisions of the Michigan Home Owners' Association Act, Chapter 207, Act No. 100 of the Public Acts of 1954, as amended.

The Board of Directors of the Home Owners Association of Kalamazoo County, Michigan, hereby certifies that the following is a true and correct copy of the original as the same appears in the records of the Association. This certificate is given in accordance with the provisions of the Michigan Home Owners' Association Act, Chapter 207, Act No. 100 of the Public Acts of 1954, as amended.

The Board of Directors of the Home Owners Association of Kalamazoo County, Michigan, hereby certifies that the following is a true and correct copy of the original as the same appears in the records of the Association. This certificate is given in accordance with the provisions of the Michigan Home Owners' Association Act, Chapter 207, Act No. 100 of the Public Acts of 1954, as amended.

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ARTICLE VIII

ESTIMATED OPERATING BUDGET; MAINTENANCE FUND; WORKING CAPITAL; FUND ASSESSMENTS

A. ESTIMATE OF ASSOCIATION COMMON EXPENSES. Each year on or before December 1, the Association Board shall estimate in reasonable detail the total amount necessary to pay the cost of all Association Common Expenses during the ensuing calendar year ("Estimated Operating Budget") setting forth with particularity all anticipated assessments and other income, and on or before December 15 of such year (and in any event not later than thirty (30) days prior to the adoption thereof by the Association Board) shall transmit copies of the Estimated Operating Budget to the Owners. At any time and from time to time thereafter, the Association Board may prepare and transmit to the Owners revisions of the Estimated Operating Budget. In any calendar year, the latest revision of the Estimated Operating Budget shall be deemed the Operating Budget for such year.

B. ANNUAL ACCOUNTING. On or before the date of each annual meeting, the Association Board shall supply to all Owners a reasonably detailed report of receipts and disbursements during the preceding calendar year and presenting the financial position of the Association Board as of the end of such preceding calendar year (the "Annual Accounting"). Such report shall also reflect differences, if any, between the amounts shown in the Operating Budget and the actual receipts and disbursements for such year.

C. RESERVES; MAINTENANCE FUND; WORKING CAPITAL FUND. The Association Board as its option may accumulate and maintain one or more reasonable reserves comprising a Maintenance Fund, for either or both Special Expenses and Common Expenses, and a Working Capital Fund. At the option of the Association Board, Association Common Expenses or Special Expenses for which other funds are not appropriately available may be charged first against the appropriate reserve in the Maintenance Fund or against the Working Capital Fund.

D. NEGLIGENT AND WILFUL ACTS OF OWNERS, OWNER-PARTICIPANTS OR OCCUPANTS. If, due to the negligent or wilful act or omission of an Owner, Owner-Participant, Occupant, or any family member, or invitee, guest or permitted pet of any such person;

1. Damage shall be caused to any portion of the Development; or

2. Expenses shall otherwise be incurred by the Association Board;

then the Owner or Owners of the involved Home or Homes, and the involved Owner-Participants and Occupants, if any, jointly and severally, shall be assessed by the Association Board in an amount equal to such expense by the Association Board, as a

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MAINTENANCE FUND BOARD
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Section 1. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 2. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 3. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 4. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 5. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 6. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

Section 7. The Board of Directors of the Maintenance Fund Board shall have the honor and duty to see that the funds of the Board are properly managed and that the same are used for the purposes for which they were raised. The Board shall also see that the funds are not used for any other purpose than that for which they were raised.

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Special Assessment for Special Expenses pursuant to the provisions of Section E(3) of this Article VIII.

E. ASSESSMENTS

1. Regular Assessments for Association Common Expenses.

The estimated Operating Budget shall be assessed (the "Regular Assessments") as follows: (a) that portion of the Estimated Operating Budget which is applicable to the upkeep, maintenance, repair and restoration of the Entrance and any other entrances to the Development, any lighting at the Entrance or other entrances to the Development and the primary streets and roads through the Development shall be assessed in the following percentages: 28% to Phase III Development Owners, and 72% to Owners, with each lot within the Phases I and II Development being assessed equally; provided, however, that prior to the sale of 75% of the commercial or residential units constructed or planned for construction, as Declarant or Developer shall in writing expressly designate, for the Phase III Development, such assessments shall be paid 100% by the Owners, with each lot within the Phases I and II Development being assessed equally; (b) the balance of the Estimated Operating Budget shall be assessed against the Owners, with each lot within the Phases I and II Development being assessed equally. Such assessments shall be payable to the Association Board, or as the Association Board may direct, on such dates in monthly or quarterly installments as the Association Board shall serve written notice of such Regular Assessments on all Owners, which notice shall set forth the amount and date on which such Regular Assessment (or installment thereof) shall become due and payable. Any funds accumulated in excess of the amounts set forth in the Operating Budget for the calendar year in question at the option of the Association Board, shall be (a) credited to the next succeeding installments of Regular Assessments, (b) refunded to the Owners in the same percentage that the Regular Assessment paid by such Owner bears to the Estimated Operating Budget, or (c) transferred to a reserve fund of the Maintenance Fund or Working Capital Fund. For purposes of this Section E(1) of Article VIII, "Owner" and Phase III Development Owner shall exclude Declarant and Developer.

2. Special Assessments for Association Common Expenses

At any time the Association Board determines that the Regular Assessments shall be inadequate to provide funds for payment of all Association Common Expenses, the Association Board shall assess upon the Owners in the same percentages set forth in subparagraph (1) above, Special Assessments for "Association Common Expenses" which shall be payable to the Association, or as the Association Board may direct, by such dates in a single payment or in monthly or quarterly installments as the Association Board may determine from time to time. The Association Board shall serve written notice of such Special Assessments for Association Common Expenses on

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all Owners, which notice shall set forth the amount and date on which such Special Assessment for Association Common Expenses (or installments, if installments are permitted) shall become due and payable. For purposes of this Section E(2) of Article VIII "Owner" shall exclude Declarant and Developer.

3. Special Assessments for Special Expenses. If any assessment or expense, or part thereof, is required or permitted pursuant to the provisions of Section D of this Article VIII or if any assessment or expense, or part thereof, is required or permitted and is expressly declared in this Declaration to be a Special Expense or subject to assessment pursuant to this Section E(3), including without limitation those expenses (or such parts thereof as the Association Board may determine) described in Sections A(2), A(3), G, K, L, N, P, R, V, W, X and Z of Article V, Section A of Article VII and Section D(7) of Article XI, as Special Expenses or subject to assessment pursuant to this Section E(3), or if the Association Board shall determine that the benefits of any expense or any part thereof accrue to fewer than all of the Homes, the Association Board shall serve notice on the responsible parties of any such Special Assessment for Special Expenses for such expense, or part thereof, which notice shall consist of a written statement setting forth the reason therefor, the amount and date on which such assessment (or installment thereof) shall become due and payable. For purposes of this Section E(3) of Article VIII, "Owner" shall exclude Declarant and Developer.

F. REMEDIES FOR FAILURE TO PAY ASSESSMENTS.

1. Defaults in Payment by Owners or Occupants. If with respect to any Home or Homes any Owner or Occupant shall fail to pay when due any Regular Assessment or Special Assessment for Association Common Expenses or any Special Assessment for Special Expenses levied by the Association Board, or any installment thereof ("Default"), the amount so unpaid forthwith, plus interest at the prime rate in effect on the date of Default at Glenview State Bank or such other bank as the Association, in its discretion, may select, shall constitute a debt of such Owner, and a lien against such Home of such Owner (and the additions and improvements thereto) in favor of the Association Board, and upon the recording of notice thereof by the Association Board, shall be a lien upon such Home of such Owner (and the additions and improvements thereto) prior to all other liens and encumbrances, recorded or unrecorded, except only:

(a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on such Home (including the applicable interest in the

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Environmental Preservation Area) prior to pre-existing recorded encumbrances thereon, and

(b) encumbrances on the interest of such Owner in such Home recorded prior to the date such notice is recorded and which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, and provided further that if and whenever and as often as the Association Board shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts and due dates of unpaid assessments, with respect to such Home, then such prior recorded encumbrance shall be subject as to priority of unpaid Assessments for Common Expenses and Special Expenses to the lien of unpaid assessments for Association Common Expenses and Special Expenses which become due and payable subsequent to the date such encumbrancer either takes possession of the Home, accepts a conveyance of any interest in the Home, or has a receiver appointed in a suit to foreclose its lien.

If any such Default shall occur, the Association Board may exercise and enforce any and all rights and remedies as may be provided herein, in the By-laws or otherwise available at law or in equity, for the collection thereof, including, without limitation, the right to bar such Owner and all Occupants of his Home from using any or all of the Environmental Preservation Area until such Default is cured, the right to bring suit against any or all such Owners and Occupants so in Default for personal judgments against them, jointly and severally, and to enforce collection of such judgments, to foreclosure any such liens in the manner provided by law for foreclosure of liens against real estate and the right to take possession of such Owner's Home, and to maintain an action for possession of such Homes of such Owners or Occupants in the manner prescribed by "An Act in Regard To Forcible Entry and Detainer", approved February 16, 1874, as heretofore and hereafter amended. There shall be added to the amount of any judgment, whether personal or by way of foreclosure, the costs of suit, together with interest at the highest lawful rate then in effect but not in excess of eighteen percent (18%) per annum, and reasonable attorney's fees. The Association Board or its nominee shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage and convey the Home sold thereby.

2. Notices to Mortgagees. Any Owner who permits or causes his Home to be encumbered by a first mortgage shall notify the Secretary of the Association (or Developer prior to the formation of the Association) of such encumbrance and

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Developmental Services (Local) Association of Cook County, Illinois

The Association of Cook County, Illinois, is a non-profit organization... (The following text is mirrored and largely illegible due to the watermark and low resolution.)

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the name and address of the mortgagee ("Mortgagee"). Such notice may also be served by the Mortgagee. The Secretary of the Association (or Developer prior to the formation of the Association) shall maintain a record of the name and address of all Mortgagees of which the Board shall have received notice. Any notice required or permitted to be given to any Mortgagee pursuant to the terms hereof or the By-Laws shall be deemed given if appropriately served upon such Mortgagee at the address shown in such record. Upon request of a Mortgagee, a proposed Mortgagee or a purchaser who has a contractual right to purchase a Home, the Association Board shall furnish to such Mortgagee, proposed Mortgagee or purchaser a statement setting forth the amount of the then unpaid Regular Assessments or Special Assessments pertaining to such Home, which statement shall be binding upon the Association Board, and if any such Mortgagee, proposed Mortgagee or purchaser of such Home, in reliance upon such statement, shall disburse mortgage loan proceeds or shall expend the purchase price, such Mortgagee, proposed Mortgagee or purchaser shall not be liable for nor shall such home be subject to a lien for any unpaid Regular Assessments or Special Assessments in excess of the amount set forth in such statement. Any Mortgagee of record shall be entitled to prompt written notification from the Association of any Default by the then Owner and, if applicable, any then Occupant of the Home, in the performance of any obligations set forth herein or the By-Laws which is not cured within thirty days (30) of such Default, provided the Association Board shall previously have been notified of the encumbrance as set forth above.

G. FIRST OPERATING BUDGET. When the first Association Board elected hereunder takes office, it shall determine the Operating Budget for the period commencing the first day of the first month after such election and ending on December 31 of the calendar year in which such election occurs and proceed to impose Regular Assessments for such short year in accordance herewith.

H. DELAY. The failure or delay of the Association Board to prepare or transmit to any Owner an Operating Budget in respect of any calendar year shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Regular Assessments or Special Assessments whenever assessed, and in the absence of any Operating Budget, unless otherwise determined by the Association Board, such Owner shall continue to pay to the Association Board the Regular Assessments in the installments in force and effect as of the most recent Operating Budget until a new Operating Budget shall become effective.

I. USE OF FUNDS. All funds collected by the Association Board hereunder shall be held and expended for the benefit of the Owners and the Association and for the purpose designated herein.

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J. ABANDONMENT. No Owner may waive or otherwise escape liability for any Assessments by non-use of the Development or abandonment of his Home.

K. ESTATE ASSOCIATION. In addition to or in lieu of directly assessing the Owners of Estate Homes, the Association shall have the right, in its sole discretion, to assess the Estate Association for all or any part of the Regular and Special Assessments which, pursuant to this Article VIII, are otherwise to be assessed to the Owners who are members of the Estate Association.

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ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, RULES AND REGULATIONS

A. ABATEMENT AND INJUNCTION. The violation or breach of any covenant, restriction, rule or regulation contained herein or in the By-Laws shall afford to the Association Board, in addition to the rights otherwise set forth herein or in the By-Laws, or otherwise available at law or in equity, the right:

1. To enter upon that part of the Phases I and II Development affected by such violation or breach and summarily to abate and remove, at the joint and several expense of the offenders, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association Board, or its agents, shall not thereby be deemed guilty of any manner of trespass; or

2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach; or

3. To seek and obtain the help and assistance of appropriate governmental or municipal agencies to correct or remove such violation or breach.

B. CUMULATIVE RIGHTS AND REMEDIES. All rights and remedies provided for the Association Board in this Declaration and in the By-Laws shall be nonexclusive and cumulative.

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ARTICLE X

PHASE III DEVELOPMENT

A. LAND USE. The Phase III Development may be used for any purpose permitted by any laws or regulations then in effect.

B. MAINTENANCE AND REPAIR. The Phase III Development Owners are responsible for the upkeep, maintenance and repair of the Phase III Development except those items which are expressly set forth herein as being the responsibility of the Association including, but not limited to those items set forth in Sections B, C, D and E of Article IV.

C. PERFORMANCE AND QUALITY OF MAINTENANCE, REPAIR, ETC. Except for those items which are the responsibility of the Association hereunder, including, but not limited to those items set forth in Sections B, C, D and E of Article IV, the maintenance, repair, restoration and reconstruction which is the responsibility of the Phase III Development Owners shall be performed by the Phase III Development Owners in such a manner and with such materials as shall preserve the harmony of exterior design and appearance as the same existed on the date the initial construction of the Phase III Development was completed. For purposes of the foregoing sentence only, the term "harmony of exterior design and appearance" does not by itself require any restrictions as to lot size or type of structure. In addition, the Association, with the consent of Declarant, which consent may be granted or withheld by Declarant in its sole discretion, and with the consent or waiver of consent in the granting document of any Phase III Development Owner, may adopt additional standards (which may include requirements as to lot size and type of structure) for initial construction, use, maintenance, repair, restoration, reconstruction or otherwise respecting the Phase III Development. Notwithstanding the immediately preceding sentence, upon the election made in writing by two-thirds (2/3) of the Phase III Development Owners, the Phase III Development may be brought within the scheme and scope of this Declaration, upon such terms and conditions as are satisfactory to Declarant, in its sole discretion, prior to the Turnover Date (or after the Turnover Date, upon such terms and conditions as are satisfactory to two-thirds (2/3) of the Owners), subject to any specific provisions of this Declaration respecting the Phase III Development.

D. EXPENSES. The Phase III Development Owners are responsible for the payment of all real estate taxes and assessments, levied upon all or any portion of the Phase III Development and (except as otherwise set forth in this Declaration or any subsequent document executed by Declarant in conformance with this Declaration) the payment of all other costs and expenses relating to the Phase III Development.

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REVISED

ILLINOIS DEVELOPMENT BANK

A. THE BANK SHALL BE A DEVELOPMENT BANK AS DEFINED IN SECTION 1.01 OF THE ILLINOIS DEVELOPMENT BANK ACT AND SHALL BE SUBJECT TO THE PROVISIONS OF SAID ACT.

B. THE BANK SHALL BE A DEVELOPMENT BANK AS DEFINED IN SECTION 1.01 OF THE ILLINOIS DEVELOPMENT BANK ACT AND SHALL BE SUBJECT TO THE PROVISIONS OF SAID ACT. THE BANK SHALL BE A DEVELOPMENT BANK AS DEFINED IN SECTION 1.01 OF THE ILLINOIS DEVELOPMENT BANK ACT AND SHALL BE SUBJECT TO THE PROVISIONS OF SAID ACT.

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ARTICLE XI

GENERAL PROVISIONS

A. NOTICES. Any notice required or permitted to be given under this Declaration and the By-Laws shall be in writing. Any notice hereunder may be served either by prepaid United States mail or by delivery in person; provided, however, that notice to the Declarant, the Association or the Association Board may only be served by mail. Any such notice served by mail shall be addressed or delivered as follows:

1. If to Owner, to the person or persons and addressed as reflected as Owner on the books of Developer or the Association.

2. If to an Occupant or Owner-Participant, to such Occupant or Owner-Participant by the name and address as reflected on the books of the Association, and if such name is not known, then addressed to "occupant".

3. If to any devisee or personal representative of a deceased or incompetent Owner, Occupant or Owner-Participant, to such devisee or personal representative at the address of such Owner, Occupant or Owner-Participant as reflected on the books or personal representative set forth in the records of the court in which the estate of such deceased or incompetent Owner, Occupant or Owner-Participant is being administered.

4. If to the Developer or Declarant, c/o The Blietz Organization, Incorporated at 2550 Crawford Avenue, Evanston, Illinois 60201.

5. If to the Association or the Association Board at 2550 Crawford Avenue, Evanston, Illinois 60201.

6. If to a first mortgagee of a Home, at the address provided in Section F(2) of Article VIII.

The Declarant, Developer, the Association Board, or the Association may designate different respective addresses by written notice of such change of address to all Owners and Occupants. Any Owner may designate a different address by written notice of such change of address to the Declarant, Developer, the Association and the Association Board. Any first mortgagee of a Home may designate a different address by written notice of such change of address to the Declarant, Developer, the Association and the Association Board. All notices shall be deemed served three (3) days after such notice was deposited in the United States mails, or on the day and at the time delivered in person. Personal delivery to any Occupant may be effected upon deposit of any such notice in the regular mail receptacle of

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the Home occupied by such Occupant. Notices addressed as above shall be deemed served upon Owner-Participants of a Home when served as above set forth on any one Owner-Participant of such Home.

B. ENFORCEMENT. Failure by the Association, the Association Board, Declarant, Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

D. SALE OR TRANSFER BY OWNER.

1. Subject to the provisions of Subsection (8) of this Section D, in the event the Owner of any Home other than the Declarant or Developer shall desire to sell, lease or otherwise transfer any interest in the same, the said Owner shall cause prior written notice thereof ("Owner's Notice") to be served upon the Association Board (or the Developer prior to the formation of the Association). The Owner's Notice shall specify the name and address of the prospective recipient of the interest of the Owner, and all of the terms and conditions of the contemplated sale, lease or transference of interest. There shall be granted to the Association, or the Developer prior to the Turnover Date, the first right and option to acquire the interest of the Owner upon the same terms and conditions as are set forth in the Owner's Notice for a period of fifteen (15) days after the intended purchaser, lessee or transferee of the interest of the Owner shall have met (or the scheduled date of the meeting if the purchaser, lessee or transferee fails to attend such meetings with the Association Board or Developer, as the case may be). If the said option is not exercised by the Association Board or Developer, as the case may be, within said fifteen (15) days period, the Owner may, at the expiration of the said fifteen (15) day period and at any time within ninety (90) days after the expiration of the said period, contract to sell, lease or transfer such interest to the proposed recipient named within such notice upon the terms specified therein. If the Association Board, or Developer, as the case may be, shall not convene within twenty-eight (28) days from the date the said notice has been served upon it, or if the Association Board, or Developer, as the case may be, shall at any time waive its rights hereunder, the Association Board, or Developer, as the case may be, shall be deemed to have released its first right and option to purchase. In the event the Owner shall fail to consummate the proposed sale, lease or other transference of interest within the said ninety (90) days, the Owner shall again become subject to the Association Board's right of first refusal as herein provided.

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the Board of Directors of the Association shall be deemed to have approved the same as if they had been approved by the Board of Directors of the Association.

7. The Board of Directors of the Association shall have the right to suspend or expel any member of the Association who is guilty of any act which is detrimental to the interests of the Association.

8. The Board of Directors of the Association shall have the right to make and alter the bylaws of the Association, subject to the approval of the members of the Association.

ARTICLE IV - BOARD OF DIRECTORS

1. The Board of Directors of the Association shall consist of not less than five (5) nor more than ten (10) members, who shall be elected by the members of the Association at a regular meeting of the Association held for that purpose. The Board of Directors shall hold office for a term of one (1) year, and shall be eligible for re-election.

2. The Board of Directors shall elect one (1) of its members to be its President, and one (1) of its members to be its Vice President, and one (1) of its members to be its Secretary, and one (1) of its members to be its Treasurer, and one (1) of its members to be its Auditor. The Board of Directors shall also elect such other officers and agents as it may deem necessary for the proper conduct of the business of the Association.

3. The Board of Directors shall have the right to fill any vacancy in the office of any officer or agent of the Association, and to suspend or expel any officer or agent of the Association who is guilty of any act which is detrimental to the interests of the Association.

4. The Board of Directors shall have the right to make and alter the bylaws of the Association, subject to the approval of the members of the Association.

5. The Board of Directors shall have the right to sue and be sued, and to defend and be defended in any action, suit, or proceeding, in connection with the business of the Association.

6. The Board of Directors shall have the right to borrow money, and to execute any promissory note, mortgage, or other instrument, in connection with the business of the Association.

7. The Board of Directors shall have the right to acquire, hold, and dispose of real and personal property, and to execute any deed, conveyance, or other instrument, in connection with the business of the Association.

8. The Board of Directors shall have the right to make and alter the rules and regulations of the Association, subject to the approval of the members of the Association.

9. The Board of Directors shall have the right to make and alter the financial statements of the Association, subject to the approval of the members of the Association.

10. The Board of Directors shall have the right to make and alter the annual report of the Association, subject to the approval of the members of the Association.

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2. Transfer Without Consent. Subject to the provisions of Subsection (8) of this Section D, record title of any Owner may be held from time to time in the name of one or more trustees acting under a trust agreement pursuant to which all powers of management, operation and control of the Phases I and II Development held by such trustees remains in the trust beneficiaries or their agents; such trustees shall not personally be bound to any of the obligations of an Owner hereunder; but all of the property held in any such trust, and all the beneficiaries of any such trust, shall be and remain personally subject to the terms of this Declaration; whenever record title to any interest in any Home is held by any such trustees, a transfer of such record title from such trustees to a successor trustee or trustees under the same trust agreement may be made without compliance with the provisions of this Section, but any transfer of any beneficial interest in any such trust shall be deemed to be a transfer of an interest in the Home held of record by such trust and shall confer upon the Association Board the right of first refusal as provided by the terms of this Declaration.

3. Devise. Each Owner shall have, and is hereby granted, the right to make transfers without valuable consideration of the Home owned by him, or of any interest therein, to and among the members of his immediate family and to or among a trust or trusts for the benefit of himself or for the benefit of members of his immediate family either during his lifetime, free of restriction and without compliance with any of the terms or provisions of this Section and may, by will, devise and transfer his Home in any manner and among any devisee or devisees as he shall therein determine. Subject to the provisions of Subsection (8) of this Section D, any other transfer of any interest in any Home, whether by an Owner or any of such family members or trusts shall be subject to, and shall be made only upon, compliance with all of the terms and provisions contained within this Declaration.

4. Involuntary Sale. Subject to the provisions of Subsection (8) of this Section D, in the event the interest of any Owner is sold at a judicial or execution sale (other than a mortgage foreclosure sale for which no restriction on sale is imposed hereunder) the person acquiring title through such sale shall, before taking possession of the interest so sold, give thirty (30) days' written notice to the Association Board (or the Developer prior to the Turnover Date) of his intention so to do, whereupon members of the Association Board acting on behalf of the Association (or the Developer prior to the Turnover Date) shall have an irrevocable option to purchase such interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association Board or the Developer, as the case may be, within said thirty (30) days

