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WOODHAVEN SUBDIVISION
OF
SOUTH BARRINGTON

Declaration
of
Covenants, Conditions and Restrictions

Property of Cook County Clerk's Office

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WOODHAVEN SUBDIVISION
OF
SOUTH BARRINGTON, ILLINOIS

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WOODHAVEN OF SOUTH BARRINGTON, ILLINOIS

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WOODHAVEN OF

SOUTH BARRINGTON, ILLINOIS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION made this 9th day of June, 1987, by LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Illinois, not individually, but as Trustee under Trust Agreement dated Feb. 14, 1984 and known as Trust No. 772-589 (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, the LASALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Illinois, not individually, but as Trustee under Trust Agreement dated Feb. 14, 1984 and known as Trust No. 772-589 is the title holder of that certain real property comprised of approximately forty (40.103) acres, situated in the Village of South Barrington, Cook County, Illinois, more particularly described as Woodhaven Subdivision of South Barrington the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the subject property consists of residential lots to be conveyed to individuals, some of whom will be purchasing residential units constructed thereon; and

WHEREAS, Declarant intends to grant certain water detention easements and pedestrian access easements and convey common areas known as the Woodhaven Homeowners' Association (hereinafter referred to as "Homeowners' Association"); and

WHEREAS, Declarant intends to subject the described property to certain covenants, conditions restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Association; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the subject development to create the Association to maintain the Common Areas and any improvements thereon, and to administer and enforce the covenants, conditions and restrictions and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are to protect the value and desirability of Woodhaven Subdivision and which shall run with the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE 1 -- Definitions

Article 1, Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the proper;property, including contract Sellers. For purposes of this Section, holders of beneficial interests under land trust holding title to any Lot which is a part of the property shall be considered Owners. Declarant shall, as long as it owns any lot or lots, be an Owner.

Article 1, Section 2: "Association" shall mean and refer to the Woodhaven Homeowners' Association, its successors and assigns, a

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WOODHAVEN OF

SOUTH BARRINGTON, ILLINOIS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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not-for-profit corporation under the Illinois General Not-For-Profit Corporation Act. Said corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the portions of the Property as provided by this Declaration and its By-laws; and said corporation shall be the legal representative for all matters and claims relating directly or indirectly to the Common Areas or matters of common interest to all Owners.

Each Owner shall automatically become and be a member of the Association as long as he continues as an Owner. Upon termination of an Owner's interest, such membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding in interest.

Article 1, Section 3: "Property" shall mean and refer to the Subject Property.

Article 1, Section 4: "Common Areas" shall mean (1) all real property and improvements whether now constructed, or to be constructed, including but not limited to Outlots A, B, C, D, E, F, G, H, & I and including the front entryway treatment and any and all signs or improvements thereon, all as shown on the Plat of Subdivision, legal title to which is owned or will hereafter be owned by the Association and intended for the use and benefit of all Owners, and (2) shall include all storm water retention / detention easements and the drainage easements, though the sole and exclusive right to use said areas shall remain in the legal title holder thereof (subject to said easements) and not be conveyed to the Association, which shall also include any and all trees and plantings therein.

Article 1, Section 5: "Lot" shall mean and refer to the plots of land so shown and designated upon any recorded subdivision plat of the Property except for the Common Areas.

Article 1, Section 6: "Declarant" shall mean and refer to the LaSalle National Bank and Trust Company of Chicago, Illinois, not individually, but as Trustee under Trust Agreement dated -----and known as Trust No.-----, its successors and assigns who are designated as such in writing by Declarant and who consent in writing to assume the duties and obligations connected therewith.

Article 1, Section 7: "Declaration" shall mean this instrument together with the exhibits attached and made a part hereof and shall include such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof. This Declaration may be referred to in any other document as the Woodhaven Homeowners' Association Declaration of Covenants, Conditions and Restrictions.

ARTICLE 2 -- Property Rights

Article 2, Section 1: Owner Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress to and from the Common Areas, and such easement shall be appurtenant to and pass with title to every assessed Lot, subject to the following provisions:

- a) Right of the Association to establish and publish rules and regulations governing the use, enjoyment and maintenance of the Common Areas and other facilities affecting the welfare of Association members.
- b) Right of the Association, in accordance with its Articles and By-laws, to borrow money to improve and maintain the Common Areas and facilities, and to mortgage said properties for that purpose.
- c) Right of the Association to suspend voting rights and rights

to use of the Common Area of any Owner (1) for the period during which any assessment against the Owner's lot remains unpaid; and, (2) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

d) Right of the Association, in accordance with its Articles and By-Laws, to dedicate or transfer all or any part of the Common Areas and facilities to any public agent, authority or utility for such purpose and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer. (As defined in Article 3, Section 2.)

e) Duly designated officials and employees of the Village of South Barrington and other governmental bodies having jurisdiction over the Property shall have an easement to enter upon, and over the Property, the Common Areas, and facilities for the purposes of maintaining the storm water drainage system and enforcing applicable health ordinances, bodies, and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by either an Owner or the Association. The grant of easements provided herein is not intended nor shall it relieve any Owner and/or the Association from their responsibilities to maintain the Common Areas and facilities and to maintain those portions of the storm water drainage systems located within the easement area.

f) Each Lot Owner shall have the sole and exclusive right to the use of that portion of his Lot upon which easement for water detention or storm drainage is created. This sole and exclusive use by the Lot Owner is subject only to the permanent and perpetual right and duty of the Association to maintain, restore and replace said storm drainage system and area, and to the easement granted to the Village of South Barrington, pursuant to Paragraph (e) of this Section 1. The Lot Owner shall not change the grade and pitch of the storm drainage system and area except to cut and maintain grass located upon it.

All easements hereinabove described are easements appurtenant to, and running with the land. They shall at all times inure to the benefit of and be binding upon the undersigned, its grantees, and their respective heirs, successors, personal representatives and assigns, perpetually.

Reference in any deed, mortgage, trust deed or any other recorded document to the easements, restrictions and covenants to the respective grantees, mortgages, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Article 2, Section 2: Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Areas to members of his family or contract purchasers who reside on his property, and their respective guests and invites

Article 2, Section 3: Title to Outlots A, B, C, D, E, F, G, H, & I. The Declarant upon proper direction covenants, for itself, its successors and assigns, will convey to the Homeowners' Association simple title to the Outlots A, B, C, D, E, F, G, H, & I and facilities located on the Subject Property, subject to covenants, conditions, and restrictions of record, public zoning laws, current real estate taxes, if any which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity, or telephone and any

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other necessary utilities and public street dedication. If and when additions to the Outlots A, B, C, D, E, F, G, H, & I are made, such additional Outlots A, B, C, D, E, F, G, H, & I shall be conveyed to the Association, in fee simple title. Such fee simple title shall be free of all encumbrances and liens other than those noted herein. Title to the Outlots A, B, C, D, E, F, G, H, & I shall be conveyed to the Homeowners' Association no later than the date ten (10) Lots in the Subject Property are sold and conveyed by Declarant to Owners.

The beneficiaries of Declarant shall maintain, at their expense, the Outlots A, B, C, D, E, F, G, H & I and facilities in the Subject Property including but not limited to the front entryway treatment, until the time title to the Outlots A, B, C, D, E, F, G, H & I and facilities is conveyed to the Homeowners' Association. But in no case less than two (2) years after all landscaping has been completed.

ARTICLE 3 -- Membership and Voting Rights

Article 3, Section 1: Membership. Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Homeowners' Association and shall remain one so long as he remains an Owner of Lot subject hereto. Declarant shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Article 3, Section 2: Classes of Voting Membership. The Homeowners' Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners except the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote cast with respect to any Lot.

Class B. The Class B member shall be Declarant and shall be entitled to three (3) votes for each Lot owned, provided however, that the Declarant shall be entitled to only one vote per lot upon happening of either of the following events, whichever occurs earliest:

- a) When fifteen (15) of the Lots have been sold and conveyed by Declarant to Owners; or
- b) Ten (10) years after the date the first Lot is conveyed by Declarant to another Owner; or
- c) Upon written notice of election by Declarant to vote only one vote for each Lot owned sent to the Association as of the date specified in said Notice.

ARTICLE 4 -- Covenants for Maintenance Assessments

Article 4, Section 1: Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot (except as otherwise specifically provided by the provisions of Article 4, Section 7 hereof), by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Homeowners' Association for each Lot owned (or to a management company or other collection agency designated by the Homeowners' Association): (1) annual assessments or charges to be paid in equal monthly installments due on the first day of each month of each year (hereinafter called "Monthly Payment Dates") or in such other installments as the Board of Directors of the Homeowners' Association shall elect and (2) special assessments for any purpose including for

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capital improvements, such assessments to be fixed, established and collected by the Homeowners' Association shall constitute the maintenance fund of the Homeowners' Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, but not limited to reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

Article 4, Section 2: Purpose of Assessments. Each Owner (except Declarant Trustee) shall pay to the Homeowners' Association assessments representing his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and facilities. Said expenses shall be known as "Common Areas and Facilities Expenses". The assessments levied by the Homeowners' Association shall be used exclusively to promote the health, safety and welfare of the residents on the Property and for the improvement, repair, upkeep, taxes on and maintenance of the Common Areas and facilities, all of which are within the Purpose of the Homeowners' Association as provided by this Declaration. To the extent, if at all, that any assessments for any fiscal year are not expended the Homeowners' Association, any such savings shall be applied by the Homeowners' Association in reduction of its budget and the annual assessments to the Owners for the following year, except with respect to amounts held by the Homeowners' Association as reserves which shall be deemed to be held by the Homeowners' Association in trust for the members for the uses and purposes for which such reserves have been established. Any interest of any Owner in and to such reserve fund shall automatically transfer and inure to such Owner's successor in interest.

Article 4, Section 3: Computation of Assessments. Payments of assessments shall be in such amounts and at such times as provided below:

a) Until the first (1st) day of January following conveyance of the Common Areas and facilities to the Homeowners' Association, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250) per Lot sold or conveyed by Declarant to another Owner.

b) On or before December 31st of the year in which conveyance of the Common Areas and Facilities is made to the Homeowners' Association, and on or before each November 1st thereafter, the Board of Directors shall estimate that total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to maintenance of the Common Areas and facilities and such other items as provided for herein and in the By-Laws of the Homeowners' Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for reserve for contingencies and replacements, and shall on or before December 1st of each year, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall also take into account any estimated net available cash income for the Year from the operation or use of the Common Areas and facilities.

All obligations of the Owners hereunder, including, but not limited to the Common and Out Lot Expenses, for assessments, special assessments or other levies by the Homeowners' Association pursuant to this Declaration or the By-Laws of the Homeowners' Association, shall be determined according to the calculations shown on Exhibit "B", a copy of which is attached

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hereto. On or before January 1st of the ensuing year, and on the first day of January and the first day of July of every year thereafter, each Owner (except Declarant Trustee) shall be obligated to pay the Board of Directors or as it may direct, one-half (1/2) the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited pro rata to each Owner by applying any such excess, as the Board of Directors sees fit, to expenses and/or reserves for the subsequent year.

c) If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or adjusted assessment on all Owners by a statement in writing, giving the amount and reasons therefor, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of seven percent (7%) of the approved assessment must be approved by two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for such purposes.

d) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas and facilities, including fixtures and personal property related thereto, provided that any such assessments in excess of a total of Seven Thousand Dollars (\$7,000) in any assessment year shall require the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose. Any such assessment shall be levied equally per Lot against each Owner, including declarant owner of any lots.

e) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any Spring and Fall mowing of grass or plants on any vacant Lot in the Subdivision. Said assessment shall be charged against the specific vacant Lot on which that work has been performed.

f) The Board of Directors shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board of Directors, significantly reduced, then a supplemental budget, or the next regular estimated cash requirements, shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate. All Purchasers shall at the time of closing be assessed for four (4) months of assessments which sum shall be set aside in the reserve fund.

g) The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or

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release in any manner of such Owner's obligation to pay the maintenance cost, necessary reserves or adjusted assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing biannual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.

h) The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

i) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or out lots or abandonment of his Lot. Except as otherwise provided in this document, an Owner on the first day of January and the first day of July shall be personally liable for one-half (1/2) the annual assessment amount. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

Article 4, Section 4: Date of Commencement of Annual Assessments ("Sue Dates").

The annual assessments provided for herein shall commence for all Lots sold by the Declarant on the first day of the month following the conveyance, and for all Lots, whether sold by Declarant or not, on the first day of the month following the conveyance of the Common Areas and facilities therein to the Homeowners' Association. The first annual assessment of Two Hundred fifty Dollars (\$250) per Lot (commencing January 1, 1988) shall be adjusted according to the number of months remaining in the calendar year after the date of conveyance. The Homeowners' Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Homeowners' Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Article 4, Section 5: Effect of Nonpayment of Assessments - Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the Due Date, the assessment shall bear interest from the date of delinquency at an annual rate equal to the prime rate of interest then currently charged from time to time by the LaSalle National Bank of Chicago, and the Homeowners' Association may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Homeowners' Association) and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorney's fee for any such action(s) shall be added to the amount of such assessment and judgment.

Article 4, Section 6: Subordination of the Lien to First Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage on a Lot recorded prior to the date upon which such assessment became due and a decree of foreclosure under such mortgage or any proceeding or

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conveyance in lieu of foreclosure thereof, shall not extinguish the lien of all such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article 4, Section 7: Exempt and Partially Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein:

- a) All properties dedicated to and accepted by a local public authority, and properties granted to or used by a utility company.
- b) the Outlots A, B, C, D, E, F, G, H & I
- c) Common Facilities.

Once an exemption is created pursuant to this Subsection 7, it shall continue until such time as a conveyance is made to a purchaser, at which time the exemption created hereunder shall cease and said Lot shall be subject to all terms and conditions of this Declaration.

ARTICLE 5 -- Architectural Control

No dwelling, house or accessory building shall be erected on any Lot and no exterior alteration shall be made to any dwelling, unless and until the plans and specifications for it, showing the nature, shape, size, architectural design, materials, location, approximate cost and proposed landscaping, shall have first been submitted to and unanimously approved in writing by a committee consisting of one member of the Board of Trustees of the Village of South Barrington, Illinois (or its designee), a registered architect or a registered structural engineer (mutually selected by the Board of Trustees of the Village of South Barrington and the Woodhaven Homeowners' Association), and a representative of the Homeowner's Association. In the event of death or resignation of the Trustee member of said committee, a successor shall be designated by the Board of Trustees; in the event of the death or resignation of the architect or structural engineer member, a successor shall be designated by the Homeowners' Association; and in the event of the death or resignation of the representative of the Homeowners' Association, a successor shall be designated by the Homeowners' Association. Plan submittal shall be in two stages. Preliminary plans indicating exterior design, plan arrangements and building size shall be submitted initially to the Homeowners' Association, which shall then transmit it to the aforesaid committee. Following approval of preliminary plans, construction working drawings and specifications, septic design drawings, final landscape plans, and exterior color scheme shall be submitted for final approval. A fee will be paid by the applicant for the plan review; said fee will be established by the Homeowners' Association and will be on an hourly basis at the prevailing rate at that time.

The reviewing committee shall have thirty (30) days from the date of the transmittal of architectural plans to either approve or disapprove of them.

When Occupancy Certificates are issued for nineteen (19) of the Lots in the Property, then the Committee shall thereupon and thereafter consist solely of a committee designated by the Homeowners' Association and subject to any architectural controls and/or building standards that said committee shall adopt with the advice and consent of the Homeowners' Association's Board of Directors. The member, Village Board of Trustees (or its designee), and the architect shall automatically cease to be members of the committee and have no further obligation or responsibility in connection therewith.

Declarant shall send written notice to the Homeowners' Association and said Village Board when all Lots in the Property are sold and conveyed to Purchasers.

ARTICLE 6 -- Exterior Maintenance

The Homeowners' Association shall maintain and keep in repair the Common Areas and facilities, including any improvements thereon, as well as the storm water detention system, storm water collection system, and the cost thereof shall be part of the Common and facilities Expenses. In addition, the Homeowners' Association shall plant, maintain, repair and replace, as necessary, landscaping and other improvements on the Common Areas and facilities.

The drainage system area, detention areas and facilities shall remain and shall not be filled or otherwise altered by the Owners in any way which would adversely affect the functioning of such drainage system areas, retention or detention areas. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot whether vacant or improved, which is required by the foregoing, at reasonable times and in a reasonable manner, the Homeowners' Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to collections of them as are herein provided for annual assessments.

ARTICLE 7 -- External Control

Article 7, Section 1: Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Article 7, Section 2: Development Activity. Notwithstanding any other provision herein, any owner, including the Declarant, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property.

Article 7, Section 3: Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be erected or placed on any Lot at any time either temporarily or permanently.

Article 7, Section 4: Signs. No sign or billboards of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, or signs use by a builder to advertise the Property during the construction and sales period, which signs shall be in compliance with the applicable ordinances of the Village of South Barrington.

Article 7, Section 5: Parking or Keeping of Vehicles. No vehicles are to be parked on any part of any lot, except upon driveways or within attached garages and no campers, vans, pickup trucks, recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such lot.

Article 7, Section 6: Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Article 7, Section 7: Sight Distance at any Street or Road. No fence, wall, hedge or shrub planting which obstructs sight lines at

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elevations between two and six feet above the roadways shall be placed or permitted to remain on any lot or outlet within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Article 7, Section 8: Manufacturing. No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes.

Article 7, Section 9: Building Standards. No dwelling shall be erected or maintained on said property unless the gross interior living space of the dwelling (excluding those portions of the dwelling below finish grade elevation, garages, balconies, sun roofs or porches) meets the minimum requirement of 3,000 square feet per dwelling. No two homes within Woodhaven Subdivision shall have the same or substantially the same elevations. Subject to the reviewing committee as described in Article 5 hereof, there may be not more than two homes within Woodhaven Subdivision with the same or substantially the same floor plan provided that said two floor plans shall not be on adjacent lots.

Article 7, Section 10: Septic Systems. No individual septic system or sewage disposal facility installed upon any Lot shall be installed with any of its components less than fifty (50) feet from the shore line of any body of water. All Lots shall support septic systems in conformity with the ordinances, rules and regulations of the Village of South Barrington,, Illinois, pertaining to septic systems. All septic systems shall be approved by the appropriate agency or division of the Village of South Barrington. The municipality has not undertaken or reviewed any tests or dates relating to the suitability of individual lots for septic systems. Prior to the issuance of a building permit, the municipality will require evidence that soil conditions for the lots in question permit the use of a septic system.

Article 7, Section 11: Detached Buildings. No detached accessory buildings, including, but no limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot. This section shall not apply to accessory buildings for swimming pools, which may be located only in the rear yard, subject to the Village of South Barrington's applicable rear yard requirements and subject to approval by the Architectural Review Committee as established in these declarations.

Article 7, Section 12: Landscaping. The cost of landscaping for each such Lot upon which such dwelling is erected as hereinafter required, excluding the cost attributable to water well, septic system, or driveway, shall not be less than four percent (4%) of the actual applicable base cost of the house as determined by net square footage, described in Section 9 of this Article 7, multiplied by \$50 per square foot. The landscaping plan and any estimates required to be submitted pursuant to this Section 12 shall be submitted to the committee established pursuant to Article 5 of this Declaration. The estimate of cost of any such landscaping shall be based on the written estimate of a landscaping contractor,, if the Owner decides to personally perform any of the work as part of said landscaping plan, said estimate shall then be based upon the certified statement of a qualified landscape architect as to the value of the said landscaping improvements upon completion. In any event, said landscaping shall be completed by the Purchaser within a period of the first growing season subsequent to the occupancy of the said dwelling. Notwithstanding anything herein to the contrary, the Owners of vacant or improved lots are obligated to maintain said lots

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in a neat and clean manner. To the extent that any Owner shall fail to perform the maintenance of his own lot(s) at reasonable times and in a reasonable manner, the Homeowners' Association may, but shall not be required to perform such maintenance, repair or upkeep and in such event, the cost thereof shall be added to such Owners annual assessments and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to annual assessments.

Article 7, Section 13: Utilities. All electric service, telephone service and other utilities shall be supplied by underground service and no poles shall be permitted.

Article 7, Section 14: Piers, Motorized Boats, Snowmobiles, and ATVs. Piers, diving ramps and docks shall not be permitted anywhere along any body of water as shown on the Plat of Subdivision (except as approved by the architectural committee). Motorized boats shall not be permitted on any body of water in the Subdivision. Neither snowmobiles or all terrain vehicles shall be operated anywhere in the Subdivision.

Article 7, Section 15: Garages. All houses shall have attached garages, which shall contain a minimum of seven hundred fifty (750) square feet sufficient to accommodate at least three standard sized automobiles and shall not have any doors which directly face the front yard of the house.

Article 7, Section 16: Exterior Wall Area Materials.

(a) Masonry. Any use of masonry on the exterior wall area must be constructed of stone, brick or other acceptable masonry materials. Imitation stone, imitation brick, exposed concrete, or exposed cinder block are not permitted for exterior wall areas.

(b) Wood. Exterior wall areas may be constructed of natural wood. Aluminum siding is not permitted.

(c) Glass construction. Not more than forty percent (40%) of the exterior wall area may be constructed of glass. Atriums, greenhouses, and other glass structures are not subject to this limitation.

Article 7, Section 17: Roof Pitch. The minimum roof pitch visible from the front of each house is as follows:

- (a) One Story House--6/12
- (b) Two or More Stories--6/12

Roofs may only be constructed of medium thickness cedar shake shingles or other as approved by the architectural committee..

Article 7, Section 18: Exterior Lighting and Mailbox Posts. Each house should have some type of exterior identification lighting for safety and convenience. Only wooden mailbox posts may be used in the Subdivision.

Article 7, Section 19: Tennis Courts and Swimming Pools. Both of these structures will require a special building permit from the Village of South Barrington. They cannot be located within a front or side yard, but can be located in the rear yard area.

Article 7, Section 20: Fences and Hedgerows. No fences or hedgerows may be erected or maintained in the front, side, or rear yards. Chain link fences are permissible for dog runs and kennels. All tennis courts, swimming pools, dog runs and kennels must be screened from visual observation along any interior street within Woodhaven. Fencing for swimming pools shall be at least 50% open subject to the

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Ordinances of the Village of South Barrington. Said plans are subject to review by the committee established pursuant to Article 5 of this Declaration.

Article 7, Section 21: Development Activity. Notwithstanding any other provision herein, the Declarant and/or its beneficiaries, shall be entitled to conduct on the Property all activities normally associated with and convenient to the construction and sale of single-family residential units on the Property, including but not limited to, the right to maintain a sales office, signs, trailers, and other operations incidental to the promotion and sale of portions of the Property.

Article 7, Section 22: Miscellaneous Controls.

- (a) Metallic flagpoles are prohibited. Nonmetallic flagpoles less than 25 feet in height are permitted.
- (b) Trees, shrubs and other vegetation may not be planted on corner lots in a manner which will obstruct the vision of a vehicle approaching within 25 feet of the intersection.
- (c) Awnings or canopies may not project more than three feet from the building and may only be placed in the rear yard.
- (d) Open air laundry facilities are prohibited.
- (e) Exterior television and radio antennas and satellite dishes are prohibited.
- (f) Above ground swimming pools are prohibited.
- (g) Dog runs and kennels are to be screened from visual observation along any interior street within the Woodhaven Subdivision and are restricted to a maximum of 10' x 30'.
- (h) All downspouts and sump pumps shall discharge into storm sewers provided on or adjacent to each Lot or into storm retention/detention facilities as required by the Village of South Barrington.
- (i) There will be no alteration of existing wetlands or flood plain areas.

ARTICLE 8 -- Easements

The Common Areas are to be subject to utility easements in favor of any applicable governmental agency and/or public utility company for sewer, water, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not described for them prior to conveyance of the Common Areas and facilities, The Homeowners' Association may grant them later.

ARTICLE 9 -- General Provisions

Article 9, Section 1: Insurance. The Board of Directors shall have authority to and shall obtain insurance for the improvements in or upon the Common Areas and out lots against loss or damage by fire, vandalism and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost hereof. The Board of Directors shall also have the authority to and shall obtain comprehensive liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring the Association, Board of Directors, manager, managing agent and, with respect to the Common Areas and facilities, also including the lake area as shown on the Plat of Subdivision. The premiums for all insurance purchased pursuant to the provisions of this Section shall be Common and Facilities expenses shall be paid at least thirty (30)

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days prior to the expiration date of any policy. Except as hereinabove provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such Owner shall deem necessary on his own Lot and the contents of his own Lot, and his additions and improvements thereto, as well as his personal liability.

Article 9, Section 2: Management. The Homeowners' Association, through its Board of Directors, shall have the power to employ a manager (managing agent), an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and fix their compensation, and/or enter into a management company shall be for a period of not more than one (1) year, renewable by agreement of the parties for successive periods of not more than one (1) year each, and shall provide for the Homeowners' Association's right to cancel said agreement for cause upon the Homeowners' Association written thirty (30) day notice to the management company of its intent to do so.

Article 9, Section 3: Remedies. In the event of a default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Homeowners' Association, the board of Directors shall have each and all the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed exclusive of any other remedy. All expenses of the Homeowners' Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common and facilities Expenses (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot or located elsewhere on the Common Areas and facilities. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Homeowners' Association or the Board of Directors.

All the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Homeowners' Association are mutually enforceable by and among the members of the Homeowners' Association, and where applicable by the Village of South Barrington. Any member who feels that a provision is being violated may petition the Homeowners' Association to investigate the situation. Should the Homeowners' Association determine that this allegation is true and that corrective action should be taken, the Homeowners' Association shall take whatever action is necessary to end the violation. Should the Homeowners' Association deem the allegation of violation as unworthy of action, or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

Article 9, Section 4: Land Trusts. In the event title to any Lot should be conveyed to a land title-holding trust, under which all powers of management, operation and control of the premises remain vested in the Trust beneficiary or beneficiaries, then the trust

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estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequestered funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest in the title to such real estate.

Nothing in this Section 5 shall be deemed to alter or diminish the rights or remedies of the Homeowners' Association under Article 4 Section 5, relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

Article 9, Section 5: Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five (75%) percent of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty-year period or any extension thereof, which termination shall be written instrument signed by seventy-five (75%) percent of the Owners and the Village of South Barrington, Illinois, and properly recorded in Cook County, Illinois. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90) of the the Owners and by the Declarant if the Class B membership has not thereto fore terminated, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment must be recorded. The prior written approval of the Village of South Barrington,, Illinois, shall be required to amend the Declaration in any manner which would affect the provisions of the following portions of this Declaration: the Preamble; Article 1; Sections 1 and 3 of Article 2; Article 5: Article 6; Article 7; and Sections 5, 7, 8, 11, 12, and 13 of Article 9. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone except the Village of South Barrington, Illinois, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Cook County, Illinois. Declarant further reserves prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision. Further, nothing contained in this Section shall have application to nor require consent for the Declarant's recording any Supplementary Declaration pursuant to the provisions of Section 10 of this Article relative to the annexation of additional properties.

Article 9, Section 6: Notices. Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Homeowners' Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

Article 9, Section 7: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Article 9, Section 8: Rights and Obligations. The provisions of this Declaration and the By-Laws and the rights and obligations

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established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mentioned thereof is made in said deed.

Article 9, Section 9: Rights and Duties of Institutional Holders. Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

a) Upon written notice in the manner prescribed by Article 9, Section 7, directed to the Homeowners' Association by any first mortgagee of a dwelling on a Lot, the following actions will require notice to all said institutional holders:

(1) Abandonment or termination of the Homeowners' Association.

(2) Material amendment to the Declaration, By-Laws or Articles of Incorporation; and

(3) Termination by the Homeowners' Association of professional management and assumption of self management by the Homeowners' Association.

b) Upon request in the manner prescribed above of any first mortgagee of a dwelling on a Lot, the Homeowners' Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Homeowners' Association's rules or regulations which is not cured within thirty (30) days.

c) Each first mortgagee of a dwelling on a Lot shall have the right to examine the books and records of the Homeowners' Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas or any portion thereof. First mortgagees may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Homeowners' Association. The Homeowners' Association shall have the authority to enter into an agreement reflecting the provisions of the within subsection in such forms as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Homeowners' Association and binding upon it in favor of all such mortgagees.

d) Institutional holders of first mortgages of a dwelling on a Lot shall, in addition, upon written request, have the right:

(1) to receive annual financial statement of the Homeowners' Association within ninety (90) days following the end of any fiscal year of the Homeowners' Association; and

(2) to receive written notice of all meetings of the Homeowners' Association and to designate a representative to attend all such meetings.

e) In the event of: (1) damage or destruction of any Common Area or facility or facilities, the cost to repair which exceeds Ten Thousand and no/100 Dollars (\$10,000.00); or (2) the Common Areas, or facilities becoming the subject of any condemnation or eminent domain proceeding, the Homeowners' Association shall give timely written notice of same to all institutional holders of first mortgage liens.

f) No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Homeowners' Association, or any similar instrument pertaining to the Property or the dwellings thereon shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of dwellings pursuant to their mortgages, in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas, facilities or any portion thereof or interest therein.

Article 9, Section 10: Actions Requiring Three Quarters Vote. Unless at least seventy-five (75%) percent of the Owners and by the Declarant if the Class B membership has not theretofore terminated, have given their prior written approval, the Homeowners' Association shall not be entitled to:

a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or out lots, or any portion thereof or interest therein; except that the granting of easements for public utilities, the dedication to a public park district or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause;

b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Homeowners' Association;

c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

d) fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Areas and facilities on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement costs); or

e) use hazard insurance proceeds for losses to any improvements comprising a part of the Common Areas and out lots for other than the repair, replacement or reconstruction of such improvements.

Article 9, Section 11: Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Section or subdivisions of another document or instrument.

Article 9, Section 12: Conflicts. In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

Article 9, Section 13: Perpetuities and Restraints on Alienation. If any options, privileges, covenants or rights created by this

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Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of James Thompson, Governor of the State of Illinois, and Ronald Reagan, President of the United States of America.

Article 9, Section 14: Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representatives, covenants, undertakings and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertaking and agreements of said Declarant are nevertheless made and intended not as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding said Declarant personally, but are made and intended for the purpose of binding that portion of the trust property specifically describe therein, and his instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as such Declarant; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the LaSalle National Bank and Trust Company of Chicago, Illinois, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trust in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto that the Declarant, in executing this Declaration as the legal title holder of real estate, does so solely for the purpose of binding the real estate to the terms, conditions and provisions of this Declaration.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunder affixed as of the day and year first above written.

ATTEST:

DECLARANT:

LA SALLE NATIONAL BANK, not personally but as trustee aforesaid,

Therese...

Assistant Secretary

BY: *Joe...*

VICE PRESIDENT

STATE OF ILLINOIS))
)) SS:
COUNTY OF COCK))

I, *Marla Framarin*, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that *JOSEPH W. LANC* of LA SALLE NATIONAL BANK OF CHICAGO, Illinois, and, *...*, who respectively appeared before me this day in person and acknowledged that they signed and delivered the within instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said *...* did also then and there acknowledge that (s)he as custodian of the seal of said Company did affix said instrument as his own free and voluntary act of said Company, for the uses and purposes therein set forth.

Given my under my hand and Notarial Seal this *9th* day of *June*, 198*0*, at *Chicago*, Illinois.

Marla Framarin

Notary Public

My Commission Expires: *4/28/90*

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CONSENT

The undersigned as holder of a note secured by a mortgage or a trust deed on a portion of the real estate encompassed hereby, hereby consents and subordinates its interest thereunder to this Declaration.

CHICAGO,

EXCHANGE NATIONAL BANK OF

ATTEST:

BY: [Signature]
Vice President

BY: [Signature]

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Exhibit "A"

Legal Description of the Real Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and Outlots A, B, C, D, E, F, G, H, & I in Woodhaven Subdivision being a Subdivision of that part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 42 North, Range 9 East of the Third Principal Meridian, Township of Barrington, County of Cook, State of Illinois according to the plat thereof recorded as document-----, in Cook County, Illinois.

Commonly known as Woodhaven Subdivision, on the West Side of
Mudhook Road, South Barrington, Illinois.

PIN: 01-34-101-001

Prepared by
Peter Branchini
201 W. Main St.
Barrington, Ill. 60010

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Exhibit "B"

Percentage of Total Annual Assessment
Payable by Each Lot Owner
in Woodhaven of South Barrington

The Percentage of the total annual assessment levied by the Homeowners' Association which is payable by each Lot Owner shall be 5.2631% for each of the 19 lots in Woodhaven Subdivision.

Property of Cook County Clerk's Office

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