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PROPERTY CLERK'S OFFICE  
COUNTY OF COOK, ILLINOIS

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## DECLARATION OF COVENANTS AND RESTRICTIONS HUMMINGBIRD HILL TOWNHOME ASSOCIATION

This Declaration made on the date hereinafter set forth by STANDARD BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated November 1, 1993 and known as Trust No. 4118 and STANDARD BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated March 1, 1994, and known as Trust No. 14276, hereinafter collectively referred to as "Declarant", and the STANDARD BANK AND TRUST COMPANY, not personally but as trustee under Trust Agreement dated February 9, 1976 and known as Trust No. 4380, hereinafter known as Standard Trust No. 4380

8300  
80.00

04082555

### WITNESSETH:

Declarant and Standard Trust No. 4380 are the owners of the property legally described herein in the Village of Orland Park, Cook County, Illinois, legally described as follows:

Parcel 1

Lots 1 through 12 inclusive in Saratoga Place, Phase 1 Subdivision, being a subdivision in Section 21, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the office of the Recorded of Deeds of Cook County, Illinois on December 29, 1994 as document number 04082555

TAX # 27-21-202-003

ADDRESS: 474 Avenue 10 Hummingbird Hill Drive

# BOX 333-CTI

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## Parcel 2

That part of the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows

Commencing at the Southeast corner of said Southeast 1/4 of the Northeast 1/4, thence North  $89^{\circ}56'14''$  West, along the South Line of said Southeast 1/4 of the Northeast 1/4, a distance of 987.44 feet to the point of beginning, thence North  $00^{\circ}03'46''$  East 50.47 feet, thence North  $89^{\circ}53'00''$  West 338.91 feet to the West line said Southeast 1/4 of the Northeast 1/4, thence South  $00^{\circ}07'00''$  West, along the last described line, 50.79 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4, thence South  $89^{\circ}56'14''$  East, along the South line of said Southeast 1/4 of the Northeast 1/4, a distance of 338.96 feet to the point of beginning, all in Cook County, Illinois

TAX# 27-21-202-003

## Parcel 3

That Part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 36 North, Range 12, East of the Third Principal Meridian, being bounded and described as follows

Commencing at the Southeast Corner of the Northeast 1/4 of said Southeast 1/4, thence North 89 degrees, 45 minutes, 56 seconds West along the South line of the Northeast 1/4 of said Southeast 1/4, 1329.13 feet to the West line of the Northeast 1/4 of said Southeast 1/4, thence North 0 Degrees, 05 minutes, 57 seconds east along the West line of the Northeast 1/4 of said Southeast 1/4, 525.00 feet to the point of beginning, thence continuing North 0 degrees, 06 minutes, 57 seconds East along the last described line 811.98 feet to the North line of said Southeast 1/4, thence South 89 degrees, 56 minutes, 14 seconds East along the last described line 594.73 feet, thence South 8 degrees, 19 minutes, 00 seconds East 346.57 feet to a point of curve, thence Southerly along a curve concave Easterly having a radius of 1000.00 feet and a chord that bears South 13 degrees, 52 minutes, 22 seconds East a chord length of 193.64 feet and an arc length of 193.94 feet to a point of reverse curve thence Southwesterly along a curve concave Westerly having a radius of 600.00 feet and a chord that bears South 5 Degrees, 42 minutes, 01 seconds east a chord length of 284.77 feet and an arc length of 287.51 feet, thence North 89 Degrees, 45 minutes, 56 seconds West, 721.22 feet to the point of beginning, all in Cook County, Illinois

TAX# 27-21-401-001

Declarant and Standard Trust No. 4380 desire to create on portions thereof from time to time

a residential community of townhouses and attached single family housing, and

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Declarant and Standard Trust No 4380 desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces

In order to facilitate the preservation of values and amenities in the community, an association has been incorporated under the laws of the State of Illinois as a not-for-profit corporation known as HUMMINGBIRD HILL TOWNHOME ASSOCIATION, with the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and

Declarant and Standard Trust No 4380 will from time to time convey portions of said properties described below as "units" to owners, hereinafter defined, and portions thereof described as "common areas" to the Association, all subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, and

Declarant and Standard Trust No 4380 hereby declare that all of the properties described herein are to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions will run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof and shall inure to the benefit of each owner thereof. Said easements, restrictions, covenants, and conditions will immediately attach to the real property upon conveyance or transfer thereof by the Declarant or Standard Trust No 4380 referring to this declaration or by instrument legally describing and specifically subjecting property hereto

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## ARTICLE I

### DEFINITIONS

Section 1 "Association" shall mean and refer to **HUMMINGBIRD HILL TOWNHOME ASSOCIATION**, an Illinois not-for-profit corporation, its successors and assigns

Section 2 "Properties" shall mean and refer to the real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 3 "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including all the land not deeded to individual unit owners

Section 4 "Developer" shall mean Kingsport Inc., an Illinois Corporation.

Section 5 "Lot" shall mean and refer to any plot of land designated as such upon any recorded plat of subdivision of the properties adjoining a public way and encompassing one or more areas, more than one unit and a portion of the common area

Section 6 "Building" shall mean and refer to a structure consisting of a series of attached townhouses or attached single family built or to be built on the properties

Section 7 "Area" shall mean and refer to a portion of a platted lot designated as such on a recorded plat of subdivision, upon which one building and appurtenances thereto are constructed or to be constructed and which does not include any of the "common area"

Section 8 "Unit" shall mean and refer to a portion of a platted area designated as such by a recorded deed or plat upon which one townhouse or residence is constructed or to be constructed

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Section 9 "Townhouse" or "House" shall mean and refer to a one family dwelling constructed on a unit which townhouse may be attached to one or more townhouses by common party walls

Section 10 "Parking area" shall mean and refer to those portions of the common area designated as such by the Declarant or by the Association

Section 11 "Walks" shall mean and refer to such front, side and rear walks on common areas and units as may be installed or designated by the Declarant or the Association or Standard Trust No 4380

Section 12 "Member" shall mean and refer to every person or entity who holds a membership in the Association

Section 13 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant or Standard Trust No 4380 where applicable, of the fee simple title to any unit, which is part of the properties, including contract sellers but excluding those who have such interest merely as security for the performance of an obligation, such as mortgagees unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure

Section 14 "Declarant" shall mean and refer to **THE STANDARD BANK AND TRUST COMPANY**, Trustee under Trust No's 14276 and 14118 its successors and assigns, if such successors or assigns should acquire one or more undeveloped or all or substantially all of the above-described area from the Declarant for the purpose of development Standard Trust No 4380 shall be deemed to be a successor Declarant with all rights and obligations pertaining thereto to be run with the land

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## ARTICLE II

### MEMBERSHIP

Every owner shall be a member of the Association. No Owner except Declarant or Standard Trust No. 4380 shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any unit. Ownership of a unit shall be the sole qualification for membership. Each purchaser upon becoming an owner of any unit by acceptance of a deed therefore covenants and agrees to be a member of the Association whether or not it shall be so expressed in any such deed or other conveyance. Membership shall be expanded from time to time to the extent of the number of units within any additional portion of the properties when such portion becomes subject to these covenants and restrictions.

## ARTICLE III

### VOTING RIGHTS

The Association shall have two classes of voting members:

Class A - Class A members shall be all of those owners as defined herein with the exception of the Declarant or Standard Trust No. 4380. Class A members shall be entitled to one vote for each unit in which they hold the interest required for membership by Article III. When more than one person holds such interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any unit.

Class B - The Class B member shall be the Declarant and Standard Trust No. 4380. The Class B member shall be entitled to three (3) votes for each unit in which it holds the interest required

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for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On July 1, 2004

## ARTICLE IV

### PROPERTY RIGHTS

Section 1 Members' Easements of Enjoyment Every member shall have a right and easement which shall be appurtenant to and shall pass with the title to every assessed unit, subject to the following provisions

- (a) the right of the Association to limit the number of guests of members,
- (b) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder, further provided that any such borrowing or mortgage shall have 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 this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the time, place and purpose of the meeting,
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his unit remains unpaid, and for a period not to exceed 30 days, to suspend the right to use the recreation facilities for any infraction of its published rules and regulations,
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members

No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and

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two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, consenting to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance, and

- (e) the right of the individual owners to the use of parking spaces as provided in this Article

Section 2 Delegation of Use Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

Section 3 Title to the Common Area The Declarant and Standard Trust No 4380 hereby covenants that after the conveyance of all units, it will convey fee simple title to a portion of the Common Area adjoining the unit to the Association including but not limited to all detention and retention areas, undedicated streets and sidewalks, subject to (a) covenants, conditions and restrictions of record, (b) private, public and utility easements and roads and highways, if any, (c) special taxes or assessments for improvements not yet completed, (d) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed, (e) general taxes for the current year and subsequent years, (f) drainage taxes, water rentals and water taxes, (g) rights of way for drainage ditches, feeders and laterals, (h) this Declaration of Covenants and Restrictions, (i) matters contained in plat of subdivision covering portion conveyed, (j) any mortgage given by Declarant or Standard Trust No 4380. The Association shall neither assume nor agree to pay such mortgage. General taxes and other existing special taxes and assessments shall be paid to date by Declarant or Standard Trust No 4380 except for installments not yet due which Declarant or Standard Trust No 4380 shall pay as they fall due, and any taxes advanced by Declarant or Standard

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Trust No. 4380) for unit owners shall be paid by Declarant or Standard Trust 4380 and shall be billed to each Unit Owner

Section 4 Encroachments Each unit owner shall have an easement, appurtenant to the ownership of his unit, over and on the Common Area for the encroachment of the roof, gutters, downspouts and similar projections from his unit, but only to the extent that such encroachment existed at the time of the completion of original construction thereof by the Declarant

Section 5 Parking Rights Each unit ownership shall entitle the owner to ingress and egress to the unit parking space, to utilize common parking areas as designated by the Developer or the Association. The Association shall determine all questions of excessive or improper use of common parking areas by any owner, guest, licensee or other and may assign specific, exclusive vehicle parking space in the common parking area for each unit

## ARTICLE V

### ADMINISTRATION AND OPERATION

Section 1 Administration The administration of the Property shall be vested in the Board, consisting of five persons who shall be elected in the manner provided in the By-Laws of the Association. The Developer may cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of "THE HUMMINGBIRD HILL TOWNHOME ASSOCIATION" or a similar name, which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Common Areas and for such other purposes as are hereinafter provided. In the event the Developer does not elect to incorporate the Association, then at any time

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of the initial Board pursuant to the provisions of this Article, the Board may do so upon the affirmative vote of a majority of the Owners. The Association's Articles of Incorporation and annual reports filed with the Illinois Secretary of State shall indicate that the Association is a townhome association as established under the Act. The Board of Directors of the Association shall be deemed to be the Board of Managers or Board referred to herein and in the Act.

Section 2 Duties and Powers of the Association The Owners' Association is responsible for the overall administration of the Property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws and this Declaration.

Section 3 Liability of the Board Neither the members of the Board nor the officers shall be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a Court to constitute fraud or wilful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of the contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless any such contract or act shall have been fraudulent or with wilful misconduct. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any member of the Board or officers may be involved by virtue of such person being or

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having been such member or officer, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for fraud or willful misconduct in the performance of his duties as such member or officer, or (b) any matter settled or compromised, where, in the opinion of independent counsel selected by the Board (who may be counsel regularly retained by the Association), there are reasonable grounds for such person or officer being adjudged liable for fraud or willful misconduct in the performance of his duties as such member or officer and such opinion is not successfully challenged in court by the member or officer in question. The Board shall have authority to purchase and maintain, as a common expense, errors and omissions insurance on behalf of the officers and members of the Board against any liability settlement based on the asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Section 3. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board, the officers, Trustee, or the beneficiaries of the Trustee, or out of the aforesaid Unit Owner's indemnity, shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every contract made by the Board, the officers, Trustee, the beneficiaries of Trustee, or the managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

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**Section 4 Board's Determination Binding** In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration, By-Laws or other Townhome Instruments, the determination thereof by the Board shall be final and binding on each and all of such Owners

**Section 5 Administration of Property Prior to Election of Initial Board** Until the election of the initial Board, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act and in the Declaration and By-Laws shall be held and performed by the Developer with such duties delegated to the beneficiary of Standard Trust No 4380 as Declarant shall determine. The election of the initial Board shall be held no later than sixty (60) days after the conveyance by the Developer of seventy-five percent (75%) of the Units, or three (3) years after the recording of the Declaration, whichever is earlier. The Developer shall give at least 21 days notice of such meeting to elect the initial Board and shall provide to any Unit Owner, within 3 working days of the request, the names, addresses, telephone number (if available), and weighted vote of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information within 3 working days of the request, with respect to each subsequent meeting to elect members of the Board. If the initial Board is not elected by the Owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the Owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board other than the Developer, the Developer shall deliver to the Board

- (a) All original documents as recorded or filed pertaining to the Property, its administration and the Association, such as the Declaration, By-Laws, Articles of Incorporation, other Townhome Instruments, annual reports, minutes and rules and

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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 (as recorded or filed, if applicable).

- (b) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans and advances to the Association which are outstanding.
- (c) Association funds which shall have been at all times segregated from any other moneys of the Developer.
- (d) 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
- (e) 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 governmental authority, all other documents filed with 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 Section 7.05(e).

Any contract, lease, or other agreement made prior to the election of a majority of the Board other than the Developer, by or on behalf of the Owners, individually or collectively, the Association or the Board, which extends for a period of more than 2 years from the recording of the Declaration, shall be subject to cancellation by more than 1/2 of the votes of the Owners, other than the Developer, cast at a special meeting of Voting Members called for that purpose during a period of 90 days following the expiration of the 2 year period. At least 60 days prior to the expiration of the 2 year period, the Board, or if the Board is still under Developer control, then the Board or the Developer shall send notice to every Unit Owner, notifying them of this provision, what contracts,

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leases and other agreements are affected, and the procedure for calling a meeting of the Owners for the purpose of voting on termination of such contracts, leases or other agreements. During the 90 day period the other party to the contract, lease, or other agreement shall also have the right of cancellation.

## ARTICLE VI

### BUILDING AND USE RESTRICTIONS

Section 1 The properties are hereby restricted to residential dwellings including houses and any ancillary and accessory uses and the buildings in connection therewith. All buildings or structures erected shall be residential in nature and except for the renovation or conversion thereof by the Declarant or Standard Trust No. 4380 or its agents, no subsequent buildings or structures, other than townhouses and attached single family residences shall be built on any unit where the Declarant or Standard Trust No. 4380 has theretofore constructed a townhouse, except as specifically authorized by the declarant or its successors in interest and the Village of Orland Park. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or constructed on any unit at any time as a residence or otherwise either temporarily or permanently.

Section 2 No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. The rules and regulations pertaining to maintenance of dogs and cats shall be prescribed by the Association.

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Section 3 "For rent" or "for sale" signs shall be strictly regulated by the Board. Provided, however, no such sign shall be permitted by Owners, exclusive of the Declarant or Standard Trust No. 4380 or Developer, except by the Declarant or Developer prior to the sale of the last Unit developed by the Declarant or Standard Trust 4380 or Developer. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any unit. No unit shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents on the properties. No commercial activities of any kind whatever shall be conducted in any building or on any part of the properties except activities intended primarily to serve the residents of the properties. Nothing contained herein shall prevent home office activities not violative of Village of Orland Park zoning codes. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or Standard Trust No. 4380 during the construction and sales period or by the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, By-Laws, Rules and Regulations as the same may be amended from time to time.

Section 4 No fence, wall, hedge or shrub planting shall obstruct sight lines at elevations between 2 feet and 6 feet above the roadways or shall be placed or permitted to remain near any corner within the triangular area formed by the street right-of-way lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 5 All clothes lines will be removed immediately after use each day. There will be no storage of any type permitted in the unit yard or patio/porch except that all rubbish, trash, garbage

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and refuse shall be stored in an enclosed area provided therefore by the Declarant from which it shall be regularly removed. The storage of boats and recreational vehicles is strictly prohibited.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

No exterior additions or alterations to any building in the subdivision, additional fences, decks, or changes in existing fences, hedges, decks, landscape changes or additions, walls and other structures (including sheds and overhangs), shall be commenced, erected or maintained, except such as are installed or approved by the Declarant or Standard Trust No. 4380 in connection with the initial construction of the buildings in the subdivision, or unless the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding buildings in the subdivision, by an Architectural Review Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, and, if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Review Committee or their representatives, a suit to enjoin such additions, alterations or changes may be instituted at any time before completion thereof. Neither the members of the Architectural Review Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to

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this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Review Committee. Exterior antennas shall not be placed on any townhouse or house without the approval of the Architectural Review Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Review Committee shall consist of the Class B members, exclusively designated by the Developer and Standard Trust No. 4380 shall have a member. A meeting may be called for this purpose or the members may give written approval when practical.

## ARTICLE VIII

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Standard Trust No. 4380, for each unit owned within the properties, hereby covenants, and each Owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall pass to his

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successors in title unless expressly waived by the Association and they shall become jointly and severally liable therefore with such Owner

Section 2 Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties, and for the payment of taxes and insurance on the common areas and facilities therein, for repair, replacement and additions thereto and management and for supervision thereof and association expenses

Section 3 Basis and Maximum of Monthly Assessments Until January 1, 1997, the maximum monthly assessment shall be \$75.00 per unit

- (a) Beginning with January 1, 1996, the maximum monthly assessment shall be \$75.00 and may be increased effective January 1 of each year thereafter by Board action without a vote of membership by five (5%) percent or in conformance with the rise, if any, of the Consumer Price Index for the Chicago area (published by the Department of Labor, Washington, D.C.) for the preceding month of July whichever is greater
- (b) Any increase in the monthly assessment in excess of 5% of such Consumer Price Index for the Chicago Area shall be approved by a majority of the membership at a duly constituted meeting thereof
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual assessment at an amount less than the maximum

Section 4 Special Assessments for Capital Improvements In addition to the monthly assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any

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construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have 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 this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting

Section 5 Uniform Rate of Assessments Both monthly and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis

Section 6 Quorum for Any Action Authorized Under Sections 3 and 4 and Requiring a Vote by the Members At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty percent (30%) percent of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting

Section 7 Date of Commencement of Annual Assessment Due Date The annual assessments provided for herein shall commence as to such unit on the first day of the month following the conveyance of such unit by the Declarant to the initial owner thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be

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sent to every Owner subject thereto. The due dates shall be established by the Board of Directors for both annual and special assessments. The Association shall, upon written demand, at any time furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 3. Effect of Non-payment 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 the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit. A collecting agent may be designated by the Board of Directors who is also the mortgagee (or its servicing agent) of the Owner's mortgage on his unit, and the mortgage may be declared in default in the event such assessment shall become delinquent and is not paid within thirty (30) days after the delinquency date, it being understood and agreed that the non-payment of such assessment materially affects and jeopardizes the value and security of the unit so mortgaged.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any

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proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to the earlier of such sale or transfer or the appointment of a receiver or mortgager in possession. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10 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 (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments after the initial sale of such dwelling, townhouse or house by the declarant or successor developer.

Section 11 Exempt Units. Prior to the time a townhouse, house or other dwelling is constructed on a lot and conveyed by the Declarant or Standard Trust No. 4380 or a successor developer, it shall be exempted from the assessment charges and liens created herein. On completed townhouses for which certificates of occupancy have been issued, but which units are not yet sold and conveyed, the Declarant or Standard Trust No. 4380 shall be responsible for the maintenance of such units in a manner typical of the average maintenance of the units in the properties.

## ARTICLE IX

### MAINTENANCE DUTIES AND RIGHTS OF THE ASSOCIATION

The Association, in addition to its other powers, rights and duties as set forth in these covenants and in its Articles of Incorporation, By-Laws and Rules and Regulations, and as any of the same may be amended, shall exclusively maintain and otherwise manage all the common property including the common parking area, private streets, all driveways, detention areas serving the

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development in whole or in part and equipment, shall provide for Association Management, shall repair, paint, trim and tuckpoint exterior of townhouse walls and maintain their roofs, gutters and downspouts, shall exclusively maintain and manage all landscaping, trees, shrubs and grass lawns of open areas, remove rubbish and remove snow on all walks, driveways, streets, common areas, the yard areas and walks of the townhouses, maintain signs, entrance and outdoor lighting, sewer, water and electrical lines to the point of entrance into the townhouses and facilities, pay fire and casualty insurance premiums for the Association as specified in Article II and real estate and personal property taxes attributable to the common areas, and paint the exterior of all units in a uniform or complementary manner. In furtherance of the above duties and all other powers, rights, and duties of the Association, the Association for itself, its agents, successors and assigns, is hereby granted the right and easement to enter in and upon all yard areas and walks of the units in the subdivision and for exterior routine maintenance to enter in and upon townhouses upon such units.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth above shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matter. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out of said maintenance and management duties, and may amend said Rules and Regulations from time to time.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such unit is subject.

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## ARTICLE X

### USE AND RIGHTS IN COMMON AREAS

Section 1. Use and Rights of Owners and the Association Except as the right may be suspended under Article VIII, Section 8 herein for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for so long as he is an Owner, is hereby granted an easement of use and access to all of the common areas and the facilities thereon, subject to the Rules and Regulations of the Association as promulgated from time to time. This easement of use and access granted to each Owner shall be deemed to be attached to the Owner's unit and shall run with the land and is deemed to be granted to each successive Owner of the unit.

The Association shall have the right to suspend the use and access by an Owner to any of the Common Areas and the facilities thereon, except for ingress and egress to the Owner's unit, for a period not to exceed thirty (30) days for any infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use of any facilities situated upon the Common Areas. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving all or portions of the Common Areas and the rights of such mortgagee in said Common Areas shall be superior to the rights of the Owners herein, except for the Owner's rights of ingress and egress to his unit, and the Association shall have the right to take such steps as are reasonably necessary to protect such mortgaged Common Areas from foreclosure. The Association, with the assent of a majority of the Owners, as further specified in its Articles of Incorporation and By-Laws, shall have the right to dedicate all or portions of the Common Areas to the general public for public use provided each Owner shall have ingress and egress to his unit. It is understood and agreed by each Owner that fee

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title to his unit which may be abutting any Common Area shall in no event extend to any such Common Area, but such Common Area is reserved to the Declarant to be conveyed by it to the Association for the common enjoyment of all the owners

Section 2 Use and Rights of Declarant and Standard Trust No. 4380 As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant and Standard Trust No. 4380 shall have the right of use of the Common Areas and facilities thereon without charge during the sales and construction period on the Property to aid in its marketing

## ARTICLE XI

### PARTY WALLS

Section 1 General Rules of Law to Apply Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto

Section 2 Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use

Section 3 Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion

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to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions

Section 4 Weatherproofing Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements

Section 5 Right to Contribution Runs With Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title

Section 6 Encroachments Some of the townhouses in each building are aesthetically and functionally designed with drains, air-conditioning units and other structures that encroach or overhang adjoining units. The Owner of each unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging townhouse or other structure, drain, or air-conditioning unit may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged. To the extent any townhouse or house as originally constructed by the Declarant or successor encroaches on an adjoining dwelling, a perpetual easement shall be deemed to be granted herein to maintain such encroachment

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## ARTICLE XII

### EASEMENT RESERVATION

Each unit Owner shall take title subject to perpetual easements for ingress and egress, for the benefit of every other unit Owner, his guests, invitees, licensees and tenants, over and across his unit, except so much thereof as lies within the actual boundaries of his townhouse, house or other dwelling unit plus patio and other projections thereof as originally constructed

## ARTICLE XIII

### GRANT OF EASEMENT

There is hereby granted a non-exclusive easement appurtenant to each parcel and perpetual easement on, over and across adjacent parcels and the common area for the purpose of access and ingress and egress to the benefitted parcel. Each unit owner shall have the right to use the common area in common with all other unit owners as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the unit owned by such unit owner. Such right to use the common area shall extend to not only such unit owner, but also to such unit owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Such rights to use of the common area shall be subject to the rules and regulations of the Board of the Association. The Board of the Association shall have the authority to grant additional easements with respect to the common area

All easements herein described are easements appurtenant, running with the land, they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns perpetually in full force and effect

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Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents

## ARTICLE XIV

### SALE LEASE OR OTHER ALIENATION

Section 1 Sale or Lease Any Owner other than the Declarant or Standard Trust 4380 who wishes to sell or lease his unit (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the Owner shall give to the Association no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Association may reasonably require. The Association shall at all times have the right and option to purchase or lease such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days after notice. The Owner (or lessee) may, at the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. The term unit as used herein shall be deemed to include the townhouse or any portion thereof occupying the unit.

Section 2 Consent of Voting Members The Association shall not exercise any option hereinabove set forth to purchase any unit or interest therein without the prior consent of two-thirds

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(2/3) of the Class B membership, if any, except the members whose unit or units are the subject of the option

Section 3 Release or Waiver of Option Upon the written direction of a majority of the Board members, any of the options contained in this ARTICLE may be released or waived by the Association and the unit ownership or interest therein which is subject to an option set forth in this Section may be sold, conveyed, leased, free and clear of the provisions of this Section

Section 4 Proof of Termination of Option A certificate executed and acknowledged by the acting secretary of the Association stating that the provisions of this ARTICLE as hereinabove set forth have been met by an Owner, or duly waived by the Association, or that the rights of the Association hereunder have terminated, shall be conclusive upon the Association, the Board and the Owners and shall be forwarded to the Owner who has in fact complied with the provisions of this Section or in respect to whom the provisions of this Section have been waived, upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars

### Section 5 Financing of Purchase Under Option

- (a) Acquisition of a unit or any interest therein by the Association under the provisions of this Section shall be made from the maintenance fund. If said fund is insufficient, the Association may levy an assessment against each Owner. The written consent referred to in Section 2 of this Article shall be authority for such assessment.
- (b) The Association may borrow money to finance the purchase or acquisition of any unit or interest therein authorized by this Section, provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the unit ownership or interest therein to be acquired. The written consent referred to in Section 2 of this Article shall be authority to borrow said money.

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## ARTICLE XV

### RIGHT RESERVED DEVELOPER

A The Declarant and Standard Trust No 4380 reserves the right to amend the Declaration to make the property or any part thereof eligible for federally insured mortgage financing

B Easements for Storm Water Management. The Developer and Standard Trust No 4380 reserves the right to enter into agreements and easements for the use of easement areas, detention areas and storm water management facilities constructed by Developer with adjoining property owners, and, in connection therewith enter into such agreements for joint maintenance of such detention and storm water facilities on behalf of the Association as Developer or Standard Trust No 4380 sees fit

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Enforcement The Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall be specifically entitled in all respects to reasonable attorneys fees and costs incurred by the Association from any defaulting or non-complying Owner. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is hereby granted all rights granted to Condominium Associations pursuant to Illinois law, now in place or hereafter enacted, solely to enforce this Declaration or procure payment of the Assessments as herein provided against individual townhouse owners. Nothing contained herein shall be deemed to require

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the Association, the Declarant or Standard Trust No. 4380 or any successor Developer to comply with any term or provision of or submit any property to an act commonly known as the Illinois Condominium Act

**Section 2 Severability** Invalidity 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.

**Section 3 Amendment** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to benefit of and be enforceable by the Association, or the Owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first three (3) year period by an instrument signed by not less than ninety (90%) percent of the unit Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the unit Owners. Any amendment must be properly recorded.

02/13/2020

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IN WITNESS WHEREOF, STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid, and not personally, has caused its corporate seal to be affixed hereunto and has caused its name to be signed hereto by its duly authorized officers this 21st day of September, 1995

THE STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally as to Trust 14276

By Bridgette W. Scanlan  
Its Bridgette W. Scanlan, AVP & T.O.

ATTEST  
By Francesco Roselli  
Its Francesco Roselli, VP & Sr. T.O.

THE STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally as to Trust 14118

By Bridgette W. Scanlan  
Its Bridgette W. Scanlan, AVP & T.O.

ATTEST  
By Francesco Roselli  
Its Francesco Roselli, VP & Sr. T.O.

THE STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally as to Trust 4380

By Bridgette W. Scanlan  
Its Bridgette W. Scanlan, AVP & T.O.

ATTEST  
By Francesco Roselli  
Its Francesco Roselli, VP & Sr. T.O.

This instrument is being signed and delivered by STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid, and not personally, and its corporate seal is being affixed hereunto and its name is being signed hereto by its duly authorized officers as to Trust 14276, 14118, and 4380. This instrument is being signed and delivered by STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid, and not personally, and its corporate seal is being affixed hereunto and its name is being signed hereto by its duly authorized officers as to Trust 14276, 14118, and 4380. This instrument is being signed and delivered by STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid, and not personally, and its corporate seal is being affixed hereunto and its name is being signed hereto by its duly authorized officers as to Trust 14276, 14118, and 4380.

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RECORDING  
TRAM 6857 10/06/95 11:58:00  
87796 EDT # -95-6812711  
COOK COUNTY RECORDER  
SEPT-10 PENALTY \$80.00

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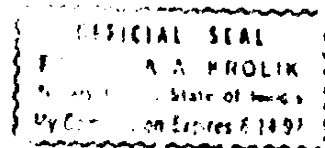
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned \_\_\_\_\_, a Notary Public in and for the County and State aforesaid,  
DO HEREBY CERTIFY that Bridgette W. Scanlan as  
AVP & T.O. of the **STANDARD BANK AND TRUST COMPANY**,  
and Francesco Roselli as VP & Sr.T.O. thereof, personally  
known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
AVP & T.O. and VP & Sr.T.O., respectively appeared before me this day  
in person and acknowledged that they signed and delivered the said instrument as their own free and  
voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes  
therein set forth, and that the said VP & Sr.T.O. did also then and there acknowledge  
that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said  
Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of  
the said Bank, as Trustee, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 21st day of September  
1995

*Patricia A. Prolik*  
Notary Public

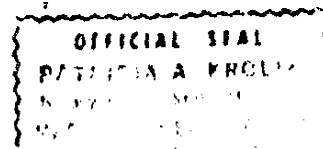
STATE OF ILLINOIS )  
 ) SS  
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voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes  
therein set forth, and that the said VP & Sr.T.O. did also then and there acknowledge  
that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said  
Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of  
the said Bank, as Trustee, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 21st day of September  
1995

*Patricia A. Prolik*  
Notary Public



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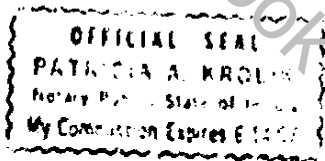


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 ) SS  
COUNTY OF COOK )

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AVP & T.O. of the STANDARD BANK AND TRUST COMPANY,  
and Francesco Roselli, as VP & Sr.T.O. thereof, personally  
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AVP & T.O. and VP & Sr.T.O., respectively appeared before me this day  
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Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of  
the said Bank, as Trustee, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 21st day of September  
19 95.



Patricia A. Krolik  
Notary Public

95091070

Mail to:

THIS INSTRUMENT WAS PREPARED BY

David B. Sosin  
SOSIN AND LAWLER, LTD.  
11800 S. 75th Avenue  
Suite 100  
Palos Heights, Illinois 60463  
(708) 448-8141

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