



**Declaration of  
Covenants, Conditions and Restrictions  
for  
Green Trails Improvement Association**

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREEN TRAILS IMPROVEMENT ASSOCIATION**

THIS DECLARATION made on the date hereinafter set forth, by OAK BROOKBANK, not individually, but as Trustee, under Trust Agreement dated June 21,1974 and known as Trust No.8-1052, hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of, or has interest in, certain real property located in the Village of Lisle, County of DuPage, State of Illinois, which property is legally described on Exhibit "A" attached hereto and made part hereof; and

WHEREAS, Declarant intends to convey or cause to be conveyed all or part of said property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant and/or its successors and assigns, intends, from time to time, to execute and place of record certain "Declarations of Inclusion", pursuant to the terms of which all or part of said property described in Exhibit "A" shall be subjected to and bound by such covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that upon the execution and recording of any such Declaration of Inclusion as described above, then all of the property described therein (being all or any part of the property described on Exhibit "A") shall, upon such recording, be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the subject property. These easements, covenants, restrictions and conditions shall run with the real property as part of a general plan of development and shall be binding upon 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. The Declaration of Inclusion referred to above shall state the Declarant's intention to subject the property legally described in such Declaration to the covenants, easements, restrictions and conditions set forth below.

**ARTICLE I  
Definitions**

**Section 1.** "Association" shall mean and refer to the Green Trails Improvement Association, an Illinois not-for-profit corporation, its successors and assigns.

**Section 2.** "Property" shall mean and refer to that portion of the real property described on Exhibit "A" as may, from time to time, be subjected to the terms of this Declaration.

**Section 3.** "Common Area" shall mean all the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the Members of the Association. The Common Area to be owned by the Association shall be designated and conveyed by the Developer from time to time, free and clear of liens, to the Association. Such Common Area shall include such recreational facilities, retention lakes, walkways, parking areas and streets as the Developer may construct thereon.

**Section 4.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is constructed on the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "Declarant" shall mean and refer to the OAK BROOK BANK, as Trustee under Trust No.8-1052, its successors and assigns if such successors or assigns shall be other than the purchaser of a Unit for use as his or her own residence, and if such successor or assign shall be so specifically designated by Declarant with reference to this Declaration.

**Section 7.** "Developer" shall mean and refer to GT LTD., an Illinois Limited Partnership, its successors or assigns (other than the purchaser of a Unit for use as his or her own residence) if such successor or assign shall be so specifically designated by Declarant with reference to this Declaration. For purposes of this Declaration, the terms "Developer" and "Declarant" shall be considered interchangeable as to the rights and obligations contained herein.

**Section 8.** "Unit" shall mean and refer to any residence constructed for use as a single family dwelling Unit, including, but not limited to, Townhouses, patio homes, condominiums, apartment Units, or single family dwellings, whether attached or detached from another similar or dissimilar unit which is constructed on the Property. If a single Unit shall be constructed on a single lot (being a lot or record or a portion thereof), then for purposes of this Declaration, such lot, as may be legally described on a deed to an Owner, shall be part of that Unit.

**Section 9.** "Record" or "place of record" shall mean to file and register a document in the Office of the Registrar of Titles of DuPage County, Illinois or to record in the Office of the Recorder of Deeds in DuPage County, Illinois.

## ARTICLE II

### Annexation of Additional Development Properties

**Section 1. Consent Required.** Annexation of additional development property (being property other than that described on Exhibit "A") shall, except as provided below, require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, 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, which notice shall set forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

**Section 2. Burden Upon the Property.** Declarant hereby declares that this Declaration and the covenants and restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and Mortgagees.

By the recording or acceptance of the conveyance of a Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Green Trails Improvement Association.

**Section 3. Rights of Unit Owners.** Upon the recording of any Declaration of Inclusion as set forth above, all rights, obligations, easements, restrictions and liabilities of the Owners and Developer, shall apply to the entire Property as then constituted (including the additional property and Units) in the same manner as if the entire Property was originally subjected to the terms of this Declaration on the date of its recordation.

**Section 4. Non-Severability of Rights.** The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Lot and Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

**Section 5. Non-Residential Property.** The foregoing notwithstanding, it is contemplated that portions of the property described on Exhibit "A" will be sold and developed for non-residential use. Declarant hereby expressly reserves the right, at any time and from time to time within 15 years from the date hereof, to execute and record an "Amended Exhibit A", eliminating from the real property now described thereon, such portions thereof to be sold or developed for non-residential purposes.

### **ARTICLE III Membership**

**Section 1. Incorporation of Association.** The Developer will cause to be incorporated a not-for-profit corporation known as the Green Trails Improvement Association, and said corporation, hereby referred to as the Association, shall be the governing body for the administration, and operation of the Common Area. Pursuant to this Declaration, the Board of Directors of such corporation shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles, privileges and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board of Directors. The By-Laws for governing the Association shall be those duly enacted by the Association.

**Section 2. Membership in Green Trails improvements Association.** The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall automatically be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Unit owned. The Owner of any apartment building shall be entitled to one membership for each rental Unit in such building. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification of membership.

**Section 3. By-Laws.** As a member of the Association, each Unit Owner hereby covenants and agrees to be bound by the provisions of By-Laws of the Association as such may be properly adopted, altered, or amended from time to time pursuant to the terms hereof.

## ARTICLE IV Voting Rights

The Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be those Owners as defined in Article III with the exception of the Declarant. 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, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one Class A vote be cast with respect to any single Unit.

(b) **Class B.** The Class B members shall be the Declarant, its successors and assigns (as defined herein). Each of the Class B members shall be entitled to an aggregate number of votes from time to time equal to two (2) times the total number of Class A votes (at the time a vote is taken) plus one (1). If there shall be more than one Class B member, then the Class B votes may be exercised by Declarant or otherwise allocated as the Class B members may agree. The Class B membership shall cease and be converted to Class A membership (entitled to one vote of each Unit in which the Declarant, its successors or assigns own an interest) on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal thirty-seven hundred (3700) Units; or

(ii) Fifteen (15) years from the execution of this Declaration of Covenants, Conditions and Restrictions; Further, any Class B member may record a document pursuant to which it relinquishes its rights to Class B membership, in which event such membership shall become Class A.

(c) **Voting-Board of Directors Election.** Attached hereto as Exhibit "B" is a copy of the Master Plan for Green Trails, approved by the Village of Lisle and GT, Ltd., on January 21, 1975, as amended, which plan has been divided into areas designated "1 through 15" (the "Areas"). The Board of Directors of the Association shall consist of one representative selected from each of such Areas. Each Board member (except those designated by Declarant) shall be either a Unit Owner or a resident of a rental apartment Unit on the Property designated by the Owner of such Unit. The Board members selected from Areas E, F, G, I, J, currently holding office on the date of this amendment shall hold office for a three (3) year term, computed from the date such Board members were elected to office. Those Board members selected from Areas C, D, H, K, L, currently holding office on the date hereof shall hold office for a two (2) year term, computed from the dates such Board members were elected to office. Those Board members selected from Areas A, B, M, N, O, shall hold office for a term of one (1) year, computed from the date such Board members were elected to office. Upon the expiration of the terms of office of Board members holding office as aforesaid, successors shall be elected for a term of three (3) years each.

No later than forty-five (45) days prior to each annual meeting, the then serving Board, or a nominating committee so designated by the Board, shall designate at least one candidate residing in each Area in which a Board member is to be elected at such annual meeting, to run for membership on the next Board. In addition, so long as there shall be a Class B membership, the Declarant may designate one (1) candidate for each such area who need not reside therein. The Board or nominating committee shall then no later than thirty (30) days prior to the annual meeting, notify by mail, the Declarant and each resident of each area for which a Board member is to be elected as to the Board candidates for such Area, and shall enclose in such mailing a written ballot to be returned to the Board or nominating committee prior to or at the annual meeting indicating the owner's choice for Board member for his area.

The owners residing in each affected Area may vote for any other resident of such area whether or not such party is designated by the Board, nominating committee or Declarant. The vote shall be tabulated by applying the voting formula set forth in (a) and (b) above, to each Area, and the candidate receiving the largest plurality shall represent such Area on the Board for the term set forth herein.

If any area shall fail to designate a Board member pursuant to the foregoing, then a majority of the new Board shall select the member from such area, at the annual meeting.

**ARTICLE V**  
**Property Rights**

**Section 1. Members' Easement of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Area and such easement 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 to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) 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;
- (d) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by a member for any period during which any assessment against his Unit remains unpaid and for any period established by the Association for any infraction of its published rules and regulations;
- (e) 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. So long as there shall be a Class B membership, 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 B membership, have been recorded, agreeing to such dedication or transfer;
- (f) As part of the overall program of development of the Properties and annexed lands into a residential community and to encourage the marketing thereof, the Declarant shall for sales purposes only, have the right of use of the Common Area and facilities thereon, including any community building, without charge during the sales and construction period on the Property and annexed lands, to aid in its marketing. Further, during the period of construction or sales, Declarant, its successors and assigns shall have an easement over, across and through the Common Areas for the purpose of marketing and/or the development of any portion of the Property.

**Section 2. Obligation of Use.** Any member (including owner of any apartment Unit) may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities (other than the right to vote) to the members of his family, his tenant, or contract purchasers who reside on the property.

**ARTICLE VI**  
**Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessment.**

The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements to be 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 Unit 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 Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Maintenance, Repairs and Replacements of the Common Areas.**

Maintenance, repairs and replacements of the Common Areas shall be performed by the Association as part of the Common Expense.

**Section 3. Purpose of Assessment.** 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 (including, but not limited to, the payment of taxes) of the Common Area, and services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

**Section 4. Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following the date of recording of this Declaration, the maximum annual assessment shall be \$100.00.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership as set forth below;

(b) From and after January 1 of the year immediately following the date of the recording of this Declaration, the maximum annual assessment may be increased above 15% by a vote of two thirds (2/3) of the voting members who are voting in person or by proxy, at a meeting duly called for this purpose; provided, however, that the votes of two-thirds (2/3) of the Class B members shall be sufficient to increase the assessment above 15% to the extent said increase is attributable to the construction and maintenance of additional facilities on the Common Areas;

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

**Section 5. Special Assessments for Taxes or Capital Improvements.** In addition to the annual 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 taxes or 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 other than that attributable to taxes, totaling in excess of Seventy-Five Hundred (\$7,500.00) Dollars, 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 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Units, except for certain Units as provided in Section 12, any may be collected on a monthly basis, or such other basis as set by the Board of Directors.

**Section 7. Quorum For Any Action Authorized Under Sections 3 and 4.** 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 sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8. Commencement and Payment of Annual Assessments.** The assessments provided for herein shall commence for all Units on the property on the first day of the month following the recording of this Declaration. The amount of the Assessment from such date to the end of that calendar year shall be determined by the Board. Only Units which are substantially completed shall be subject to Assessment and such Assessment shall commence upon the first day of the month following such completion and shall be prorated based upon the number of months remaining in that calendar year. Likewise,

Assessments for substantially completed Units added to the Property by Declarations of Inclusion shall commence upon the first day of the calendar month following the recording of such Declaration of Inclusion, and shall be similarly prorated. For purposes of this Section 5, "substantially completed" shall mean that stage of construction when the exterior walls and roof of a Unit shall be erected. The Board of Directors shall fix the amount of the annual assessment as to each Unit, and shall so notify each Owner, in writing, no later than November 30 of the preceding year. In the absence of such notice, the annual assessment shall remain unchanged from the preceding year. The payment dates shall be established by the Board of Directors. The Association shall upon 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 certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. 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 the rate of seven percent (7%) 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; and 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.

**Section 10. Forcible Entry and Detainer: Further Remedies.** In the event of any default by any Unit Owner in the performance of his obligations under this Declaration, By-Laws, or rules or regulations of the Board, the Board, or its agents, shall have such rights and remedies in addition to those provided or permitted by law, including the right to take possession of such Unit Owner's interest in the property for the benefit of all other Unit Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes Chapter 57).

**Section 11. Subordination of the Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages, and shall also be subordinate to the assessments levied by any condominium or maintenance association created in conjunction with the residential development of the Property. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit which is Subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding anything in this Declaration to the contrary, no amendment, or change or modification shall be first consented to, in writing, by all mortgagees of record of each Unit which is subject to the terms of this Declaration.

**Section 12. Exempt Property.** The following portion of the 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 granted to or used by a utility company; (b) Any of the property described on Exhibit "A" and additional property prior to the time such property or portions thereof is subjected to the terms hereof by the recording of a Declaration of Inclusion as provided above, and (c) Units in use as model homes and/or sales office facilities. A conveyance by Declarant to a corporation owning all the stock of Declarant or to a corporation of which Declarant owns all of the stock shall not be considered within the meaning of conveyance for the purpose of this Section 12 of Article VI.

**Section 13. Mechanic's Liens.** The Board may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Areas. Where less than all of the Unit Owners are responsible for the existence of said lien, the Unit Owners' responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorney's fees and court costs incurred by reason of the lien.

**Section 14. Delegation of Use.** Any member may delegate, in accordance with the terms hereof and the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenant, or contract purchasers who reside on the property,

## **ARTICLE VII Use Restrictions**

**Section 1. General Use.** The Common Areas are hereby restricted to recreational uses, and ancillary uses and structures relating thereto, all for the benefit of the Unit Owners. Further, no alterations may be made to the Common Area except as may be successfully authorized by the Board,

**Section 2. Animals.** No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Common Areas, except that dogs, cats, and other common household pets shall be allowed (for other than commercial purposes) subject to such rules and regulations as may be enacted by the Board from time to time. Horseback riding shall be permitted subject to rules and regulations promulgated by the Board provided that such conforms to applicable governmental regulations and local ordinances. Any pet causing or creating a nuisance or unreasonable disturbance in the opinion of the Board, may be, by written notice, prohibited from entering upon the Common Areas.

**Section 3. Signs.** No advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain in the Common Area, nor shall any portion be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Properties. No commercial activities of any kind whatsoever shall be conducted in any building or on any portion of the Common Area except activities intended primarily to serve residents in the Properties. The foregoing restrictions shall not apply to the commercial activities, signs, and billboards, if any, of the Declarant during the construction and sales period or by the Association in furtherance of its power and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

**Section 4. Buildings.** No building or other structure of any type shall be erected on the Common Areas unless: (i) such building shall be for the benefit of all unit owners; (ii) such building shall be of new construction; and (iii) the erection of such building shall be specifically approved by the Board. No structure or building erected on the Common Area shall be at any time used as a residence. No building or structure erected on the Common Area pursuant to the terms hereof, shall be removed or altered in any manner without the specific approval of the Board.

**Section 5. Storage.** No rubbish, storage piles, trash, or material shall be stored on the Common Areas at any time. The storage of any other personal property shall be permitted only if approved by the Board in areas designated for such purposes, and in no event shall any storage be permitted unless such property is screened.

**Section 6. Vehicles.** The operation, storage or parking of any vehicles, boat, camper, trailer, motorcycle or snowmobile is prohibited except in such areas and pursuant to such rules and regulations

as may from time to time be promulgated by the Board. In no event shall any "junk" vehicle, not in operating condition, be kept on the Common Areas.

**Section 7. Camping and Picnicking.** Tents, temporary shacks, cooking, picnicking and camping shall be prohibited except in such areas as may be designated, and subject to such rules and regulations as may be promulgated by the Board.

**Section 8. Fences.** No fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Common Areas unless such shall be specifically approved by the Board.

**Section 9. Utility and Antennae.** No electrical equipment, utility line, antennae, or any other utility, or power transmission facilities shall be erected above ground anywhere within the Common Areas.

**Section 10. Drainage and Waterways.** No drainage ditch, lake, retention pond, or any other facility designed to carry or hold natural water shall be constructed within the Common Areas, nor shall any such existing facility be altered in any manner without the express approval of the Board.

**Section 11. Topography.** No grading, cutting, filling, stockpiling or alteration of any grade shall be permitted anywhere within the Common Areas unless specifically approved by the Board.

**Section 12. Landscaping.** The planting, removal, trimming, cutting or alteration of any tree, shrub, bush, grass or any other flora or fauna anywhere within the Common Area is prohibited except as may be specifically approved by the Board.

**Section 13. Nuisances.** No illegal or unusual activity shall be carried on anywhere within the Common Areas. Further, no activity shall be carried on, and no object placed, within the Common Areas which shall create a nuisance or disturb the use of such areas by the members of the Association.

**Section 14. Owner's Responsibility.** Any expenses or costs incurred with respect to maintenance and/or repair of any portion of the Common Areas due to the willful or negligent act of any Unit Owner, his family, guests, invitees, shall be borne by such Owner and shall be added to such Owner's assessment.

**Section 15. Rights of Declarant.** Anything herein to the contrary notwithstanding the foregoing restrictions shall not apply to Declarant, but shall apply to its successors and assigns unless such are specifically exempt from the terms thereof by a document in writing signed by the Declarant.

## **ARTICLE VIII Easements**

**Section 1. Easements for Utilities.** Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of Sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on any plat filed in connection with the Common Area. Further, any additional easements for such purposes may be granted by the Declarant and/or the Board of Directors at any time for the purpose of obtaining such utility services.

The Declarant, its successors and assigns, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water and/or drainage facilities within said easements.

The provisions of this Declaration concerning rights, violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage and other

easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

**Section 2. Easements, Non-Interference.** No building, fence or structure shall be erected nor any paving laid within any utility easement areas, nor any trees or shrubs planted in such easement areas, without the written consent of the grantee of such easement or the commission, municipality, utility or other entity controlling such sewer, water, gas or drainage facilities, as the case may be.

**Section 3. Easement Rights.** The Developer, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be requisite for the enjoyment of the easements rights herein granted, including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

**Section 4. Easements - Municipal Authorities.** Police, fire, water, health and other authorized municipal officials, employees and vehicles shall have the right of ingress and egress to the Property for performance of official duties. It is hereby further declared that the provisions of the traffic ordinances and regulations of the Village of Lisle shall apply to the Property and all of the residents therein.

**Section 5. Easements for Developer.** During the period of construction and/or marketing on the Property, the Developer shall have the right of ingress and egress, and the right to install any improvements, over, across and through the Common Areas. Further, Developer shall have the right to store such equipment and materials as Developer deems necessary for the purpose of construction and marketing during said period.

**Section 6. Easement for Ingress and Egress.** The Declarant, Developer, and every Unit Owner, and their guests, agents, invitees and licensees, shall have an easement for ingress and egress over, across and through the Common Areas.

**Section 7. Easements Running with the Land.** 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.

Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the 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 IX

### Board of Directors - Powers and Duties

**Section 1. The Board of Directors.** The administration and operation of the Property shall be vested in the Board of Directors of the Association ("Board") to be selected pursuant to the provisions of Article IV above. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be deemed to be held for the benefit, use and account of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and By-Laws.

**Section 2. Rules and Regulations.** The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Property, subject to the terms of this

Declaration. Further, the Board shall have the authority to lease or grant licenses or concessions with respect to portions of the Property; provided that such grants or leases shall not be inconsistent with the rights of the Owners or the other provisions of this Declaration.

**Section 3. Indemnification of the Board.** The members of the Board, the officers of the Association and the managing agent shall not be liable to the Owners for any mistake in judgment or acts or omissions not made in bad faith, as members or officers. The Owners shall indemnify and hold harmless said parties against all contractual liabilities to others arising out of agreements made by such members or officers on behalf of the Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any Owner, as described above, shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board, officers, or the managing agent shall be deemed executed by said parties as the case may be as agent for the Owners or the Association.

**Section 4. Board's Determination Binding.** In the event a disagreement arises between the Owners, related to the Property or the interpretation and application of this Declaration or the By-Laws, the review and determination thereof by the Board shall be final and binding upon each and every Owner.

**Section 5. Management.** The Board shall initially retain a professional management company, professional manager, or full time employee to manage the Common Area and supervise the maintenance and operation thereof. The Association may itself subsequently elect to assume management responsibility for the Common Area and terminate any professional management upon an affirmative consent in writing of a majority of the total Membership votes entitled to be cast.

Further, the Board shall enter into management contracts only if such contracts shall (i) permit the termination thereof by the Association upon 60 days prior written notice; and (ii) be for a period of not more than one year. Such contracts may permit renewals thereof for periods not to exceed one year at a time, by mutual consent.

## **ARTICLE X Insurance**

**Section 1. Acquisition of Insurance Coverage.** The Board shall obtain insurance coverage for the Common Area to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Area and the insurance premiums shall be Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act of neglect of any Owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees and agents, Owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

**Section 2. Appointment of Trustee for Proceeds.** The Board may, at its discretion, retain any bank or trust company to act as Trustee, agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds shall be determined by the Board of said determination shall be consistent with the provisions of this Declaration. The fees of said corporate trustee shall be Common

Expenses. In the event of a loss in excess of \$10,000.00, the Board must engage a corporate trustee as aforesaid.

**Section 3. Appraisals.** The Board shall obtain, at least every three (3) years, an appraisal, for insurance purposes, of the Common Area, and, upon receipt of any such appraisal, shall readjust, renegotiate, or obtain new insurance consistent with the appraisal as provided.

**Section 4. Reconstruction of the Properties.** The insurance proceeds shall be applied by the Board or corporate trustee on behalf of the Association for the reconstruction or restoration of the Common Areas.

**Section 5. Board Acceptance of Insurance Proceeds.** Payment by an insurance company to the Board or corporate trustee of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto.

**Section 6. Other Insurance.** The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent, if any, and their respective employees and agent, if any, from liability in connection with the Common Area and insuring the officers of the Association and members of the Board from liability for good faith actions. The premium for such insurance shall be a Common Expense.

## **ARTICLE XI General Provisions**

**Section 1. Leasing of Units.** If any Owner shall lease his Unit, then:

- (a) Such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee.
- (b) The Owner shall remain bound by all obligations set forth in this Declaration.

**Section 2. Notices.** Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association at such address as may be or from time to time designated by the President of the Board. The Board of Directors may designate such address for notices to the Association and to Unit Owner at his Unit address, but any Unit Owner may also designate a different address at which he is to be notified. Further, any mortgage may from time to time designate an address to which notices required hereunder shall be directed. Any notices required pursuant to the provisions of this Declaration shall be deemed to have been properly served when mailed, postage prepaid, certified mail or registered mail, return receipt requested, to the last known address of the Addressee, or when delivered in person with written acknowledgement of the receipt thereof.

**Section 3. Severability and the Rule Against Perpetuities.** If any provision of this Declaration or the By-Laws shall be held invalid it shall not affect the validity of the remainder of the Declaration or the By-Laws. If any provisions of the Declaration or By-Laws is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Richard J. Daley, Mayor of Chicago, plus twenty-one (21) years thereafter.

**Section 4. Enforcement.** The Association, or any Owner, 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. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

**Section 5. Land Trusts.** In the event title to a Unit is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries then the trust estate under said trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien or indebtedness created under this Declaration against the Unit. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest or in the title to such real estate.

**Section 6. Captions.** The articles and paragraph captions are intended for conveyance only and shall not be construed with any substantive effect in this Declaration.

**Section 7. Initial Operation.** Until such time as the Board provided for in this Declaration is formed, the Declarant shall exercise any and all of the powers and functions of the Association and the Board.

**Section 8. Developer - Declarant.** As used within the context of this Declaration, the terms "Declarant" and "Developer" shall be deemed to be interchangeable with respect to the rights and remedies reserved thereto. In other words, the Developer may exercise all rights reserved to Declarant, and Declarant may exercise all rights reserved to Developer.

**Section 9. Village of Lisle.** The Village of Lisle, an Illinois municipal corporation, is hereby made a party to this Declaration for the sole and express purpose of granting to the Village of Lisle the right to enforce any and all provisions, covenants, and obligations set forth in this Declaration, and said Village shall have all of the rights and remedies available to the association, its Board of Directors, Developer, Declarant, or any owner or member for such purposes as are set forth in this Declaration or as otherwise provided by law; provided, however, that the Village of Lisle shall have no responsibility to enforce any of the provisions, covenants, and/or obligations provided herein and shall incur no liability due to any failure to enforce same.

**ARTICLE XII**  
**Rights of First Mortgage Holders**

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any Unit which is subject to the terms hereof.

**Section 1. Notice.** The Association shall, if so requested by any first mortgagee of record of a Unit, give written notification as follows:

(a) Notice of any default of the Owner of a Unit which is the subject of such mortgage if such default is not cured within 30 days after its occurrence;

(b) Five (5) days prior written notice of any annual or special meetings of the Association. The mortgagee may designate a representative to attend any such meeting.

(c) Notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the property, the assessments or collection thereof, or any other matter affecting the property as governed by the terms of this Declaration. Such notice shall be given at least ten (10) days prior to the submission of same for approval by the members of the Association.

(d) Timely notice of substantial damage or destruction of any Unit or any portion of the Common Areas.

(e) Notice of any condemnation or eminent domain proceeding affecting any portion of the Common Area.

(f) The request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board of Directors and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated: whichever shall be first in time.

**Section 2. Claims for Assessments.** Any first mortgagee of record who takes title to a Unit or comes into possession of a Unit pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a prorata share of such assessments and charges if the Board shall elect to reallocate same among all the Units.

**Section 3. Sale of Common Area.** The Association shall not, by act or omission, seek to abandon, portion, subdivide, encumber, sell or transfer any of the real estate or improvements thereon, owned by it, directly or indirectly, without the express written consent of all of the institutional holders of first mortgages recorded against those Units which are subject to the terms of this Declaration. Grants of easements for utilities and other public purposes shall not be considered a sale or encumbrance for purposes of this Section 3.

**Section 4. Books and Records.** Any first mortgagee of record of a Unit shall have the right, upon 24 hours notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten (10) days from the date of such request or the date of preparation of such statement, as the case may be.

**Section 5. Priority as to Proceeds.** Nothing in this Declaration, By-Laws or Articles of Incorporation of the Association shall be construed to in such manner as will entitle any Owner or other party priority over an institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to any insurance proceeds distributable to a Unit of any award or proceeds of a condemnation or eminent domain proceeding or settlement.

**ARTICLE XIII**  
**Amendments to Declaration**

**Section 1. Approval of Amendments.** Except as provided below, provisions of this Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than seventy-five percent (75%) of the outstanding membership votes entitled to be cast. If said Declaration is so modified by the Association, a notice of said modification shall be given to all first mortgage lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such modification or amendment.

**Section 2. Approval of Mortgagees.** Notwithstanding the provisions of Section 1 above, no amendment of Article II, Article IV (a) and (b), Article VI, Article XII or this Article XIII shall be effective without the express written consent of all of the institutional holders of the first mortgage liens recorded against the Units which are subject to the Declaration.

**Section 3. Termination of Restrictions.** No action by the Association or Owners, whether by amendment or otherwise, shall be effective to remove the Property (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of all of the institutional holders of the first mortgage liens recorded against the Units.

**Section 4. Rights of Declarant.** The foregoing notwithstanding, no amendment which shall adversely affect the rights of the Declarant (including, but not limited to, the right to maintain sales facilities, signs and access for construction storage set forth in this Declaration) shall be effective without the Developer's express written consent thereto. Further, Section 9 of Article XI shall not be amended without the express written consent of the Village of Lisle.

**Section 5. Validity of Amendments.** No amendments approved pursuant to this Article XII shall become valid until a true and correct copy of same, attested by the Secretary of the Association, shall then have been placed of record.

**Recorded at DuPage County**

Originally recorded as document R76-19805 on April 6, 1976

Re-recorded with Exhibit A as document R76-39277 on June 21, 1976

Amendment to Article IV, Section C, recorded as document R80-10250 on February 19, 1980