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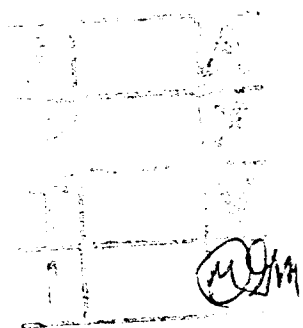
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AMENDED DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND  
EASEMENTS FOR SILVER  
LAKES

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**AMENDED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR SILVER LAKES**

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**AMENDED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR SILVER LAKES**

This Amended Declaration of Covenants, Conditions and Restrictions for Silver Lakes is made this 1st day of July, 1998, by the respective Owners at the Association and is effective as of the date of recording in the Office of the Recorder of Deeds, Cook County, Illinois.

**WITNESSETH:**

WHEREAS, The Owners own certain real property located in the Village of Palatine, County of Cook, State of Illinois, which property is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is improved by detached single-family residences thereon; and

WHEREAS, the Owners desire to establish certain rights, easements and privileges in, over and upon the Property and impose certain covenants, conditions, restrictions and obligations with respect to the property use, conduct and maintenance thereof, as hereinafter set forth, for the mutual benefit of all Owners, with the intent that all Owners, occupants and mortgagees of the Property or portions thereof and any other persons hereinafter acquiring any interest in the Property, shall hold their respective interests in the Property subject thereto; and

WHEREAS, all such rights, easements, privileges, covenants, conditions, restrictions and obligations are in furtherance of a plan to promote and protect the quality of residence on the Property and are established for the purposes of preserving, enhancing and perfecting the value, desirability and attractiveness thereof; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Silver Lakes was recorded on March 12, 1992 with the Cook County Recorder as Document 92160931 (hereinafter "Declaration"), which the Owners have determined must be amended to permit the levy and collection of assessments sufficient to provide for common area maintenance and improvements, the obtaining of insurance, and other requirements of the Association, and to promote and protect the quality and value of the real property and improvements in the Property; and

WHEREAS, the Owners desire to combine the aforesaid original Declaration filed as Document 92160931 with the Silver Lakes Lake Lot Homeowners Association Declaration of Covenants, Conditions, Restrictions and Easements, filed on March 12, 1992 with the Cook County Recorder as Document 92160932; and

WHEREAS, this document has been approved by three-fourths (3/4) of the membership of the two Associations as required by Article IX, Section 4 of the Silver Lakes Lake Lot Homeowners Association and by Article X of the Declaration, and by the Village of Palatine.

NOW, THEREFORE, the Owners hereby declare that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth below, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" means the **Silver Lakes Homeowners Association**, an Illinois not for profit corporation, its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws thereof.

Section 3. "Common Area" means all the Property and improvements thereof, excepting therefrom Lots (as hereinafter defined) dedicated streets and roads, parks and open space dedicated for public use. Such Common Area shall include, but not be limited to, the Lakes (Outlots "A" and "B" as set forth on the Plat of Subdivision for Silver Lakes Subdivision), all cul-de-sac islands, street lighting, any entry monument or design and landscaping and the easement premises on which said improvements are located and which is designated on the Plat of Subdivision of Silver Lakes Subdivision.

Section 4. "Declaration" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions for Silver Lakes and any amendments thereto.

Section 5. "Lake(s)" or "Lake Area(s)" shall mean and refer to the areas of land and water marked as such or as "Pond(s)" on any plat of subdivision of all or a portion of the Properties (Outlots A and B).

Section 6. "Lot" shall mean and refer to any lot of record (exclusive of any "Outlot"), designated as such on any plat of subdivision or resubdivision of all or any portion of the Property, which is placed of record in the Office of the Recorder of Deeds of Cook County, Illinois and the single-family detached residence, if any, constructed thereon.

Section 7. "Member" means every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether one or more persons or entities, of a fee simple title to any Lot as defined herein (or shall otherwise become subject to the terms hereof), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Person" shall mean and refer to any individual, corporation, partnership, trustee or other legal entity capable of holding title to the real property.

Section 10. "Property" means the real property described on Exhibit "A" attached hereto and made a part hereof.

Section 11. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 12. "Residence" shall mean and refer to the single-family detached residence that may be constructed on a Lot.

Section 13. "Architectural Review Board" shall mean the Association Board of Directors or a committee of not less than three members appointed by the Board.

Section 14. "Certificate of Architectural Approval" shall mean the written approval issued by the Architectural Review Board pursuant to Article V, Section 4.

Section 15. "Sign" shall mean any visible display which is used primarily for visual communication for the purpose of, or having the effect of, bringing the subject matter of the display to the attention of persons on the Property or surrounding public property. A sign includes, but is not limited to, any and all reading matter, letters, numerals, pictorial representations, emblems, trademarks, streamers, pennants and banners.

Section 16. "Building" shall mean any structure with walls and roof securely affixed to the ground and entirely separated on all sides from any other structure by space or by walls; and which is designed or intended for shelter, enclosure or protection of persons, animals or equipment.

Section 17. "Structure" shall mean any improvement upon land, other than the land itself, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground. This includes, but is not limited to, buildings, fences and walls.

Section 18. "Accessory Building or Structure" shall mean a building or structure which is on the same lot as, and is of a nature customarily incidental and subordinate to, a Residence or another building or structure, and the use of which is clearly

incidental and subordinate to that of the Residence or other building or structure. This includes, but is not limited to, buildings designed to enclose equipment and vehicles. This shall not include Accessory Recreational Structures.

Section 19. "Fence" shall mean a free-standing structure made of metal, masonry, composition, or wood, or a combination thereof, including gates, resting on or partially buried in the ground and rising above ground level, and used to delineate a boundary or as a barrier, means of protection, confinement or screening.

Section 20. "Walls." See Fence.

Section 21. "Accessory Recreational Structure" shall mean a recreational structure or recreational equipment that is incidental to and associated with a residential use located on the same lot. This includes, but is not limited to, swingsets, basketball hoops, jungle gyms and small playhouses.

## **ARTICLE II** **PROPERTY RIGHTS**

Section 1. Burden Upon the Property. This Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and 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 Residence 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 Silver Lakes Homeowners Association.

Section 2. Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth below and may not be severed or alienated from such ownership.

## **ARTICLE III** **MEMBERSHIP**

Section 1. Incorporation of Association. There is a not for profit corporation known as the **Silver Lakes Homeowners Association**, which is the governing body for the administration and operation of the Common Area and which maintains and promotes the desired character of the Property, as provided in this Declaration and the By-Laws duly adopted by the Association. All activities undertaken by the Association shall be for the sole benefit of the Owners in accordance with this Declaration and the By-Laws. Pursuant to this Declaration, the Board of Directors of the Association shall

constitute the final administrative authority and all decisions of the Board with respect to the administration of the Development 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.

Section 2. Membership in Silver Lakes Homeowners Association. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Property, including contract sellers, shall automatically be a Member of the Association. The foregoing shall not 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 Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms hereof and membership shall automatically terminate upon the transfer of ownership. Ownership of a Lot shall be the sole qualification for membership.

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

**ARTICLE IV**  
**VOTING RIGHTS — ADMINISTRATION**

Section 1. One Vote. Each Member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership pursuant to Article III. When more than one person holds such interest, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall there be more than one (1) vote for each Lot owned by such Members.

Section 2. Board of Directors. The administration and operation of the Property shall be vested in the Board of Directors of the Association ("Board"). The Board shall consist of five (5) directors. Members of the Board shall serve for two year terms. At the next annual meeting following the adoption of this Amended Declaration, the three members elected with the highest number of votes shall serve for a two year term, while the two members elected with the least number of votes shall serve a one year term. Thereafter, all members shall serve for a two year term.

Section 3. Selection of Directors. Each Director shall be an Owner, the spouse of an Owner, or if an Owner is a trustee of a trust, a beneficiary of such trust, or if an Owner is a partnership, a partner of such partnership, or if an Owner is a corporation, a shareholder of such corporation.

Section 4. Funds of the Association. 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 the By-Laws.

Section 5. 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, along with appropriate remedies, including fines, to implement said rules and regulations, subject to the terms of this Declaration and the By-Laws.

Section 6. Indemnification of the Board. The members of the Board and the officers of the Association shall not be liable to the Owners for any mistake in judgment or acts or omissions not made in bad faith, as members of the Board or officers. The Owners shall indemnify and hold harmless said parties against all liabilities arising out of agreements made or other actions taken 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 the 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 or the officers shall be deemed executed by said parties as the case may be, as agent for the Owners or the Association.

Section 7. Board's Determination Binding. In the event a disagreement arises between the Owners relating to the Property or the interpretation and application of this Declaration, the By-Laws or the rules and regulations adopted by the Association, the review and resolution thereof by the Board shall be final and binding upon any and all such Owners.

Section 8. Management and Maintenance. The Board may retain such employee or employees as it deems necessary.

Section 9. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum for any meeting of the Members of the Association.

## **ARTICLE V**

### **ARCHITECTURAL CONTROLS**

Section 1. General Intent and Requirements. It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive and harmonious development, encourage the maintenance of property and improvements, and preserve the value of land and improvements in the Property.

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Section 2. Applicability. An Owner must obtain a Certificate of Architectural Approval for:

(a) New construction of any residence, building structure, accessory recreational structure, wall, fence, awning, canopy, deck, landscaping, in-ground pool, spa or tennis court.

(b) Exterior alteration, addition or remodeling of any residence, building, structure, accessory recreational structure, wall, fence, awning, canopy, deck, landscaping, in-ground pool, spa or tennis court.

Section 3. Architectural Review Board.

(a) Membership. The Architectural Review Board shall consist of the members of the Association Board of Directors or an Architectural Review Committee ("Committee") of not less than three (3) members as may be appointed by the Board from time to time.

(b) Powers. The Architectural Review Board shall have the following powers and duties to be carried out in accordance with the terms of this Article:

(i) To review and pass on applications for a written Certificate of Architectural Approval as set forth in Section 2 of this Article;

(ii) To review preliminary sketch plans on an informal basis prior to the submission of formal application materials.

Section 4. Architectural Review Process.

(a) Any application for a Certificate of Architectural Approval shall include the following submittals:

(i) Three (3) complete sets of architectural plans and specifications bearing the original seal and signature of an architect licensed by the State of Illinois;

(ii) Examples of exterior materials and color schemes for the improvement;

(iii) Three (3) copies of the site plan showing the proposed finish grade lines (U.S.G.S. Datum) in one (1) foot contours, the location and type of all set-back lines, buildings, driveways, fences, major trees and shrubs; and

(iv) A landscape plan, to the extent additional landscaping is contemplated.

(b) The Architectural Review Board shall approve or disapprove all applications within twenty (20) days of submittal. All approvals or disapprovals shall be in writing. A written approval constitutes a Certificate of Architectural Approval.

(c) If the Architectural Review Board fails to approve or disapprove an application within twenty (20) days of submittal, such request shall be deemed approved.

Section 5. Architectural Review Standards. The Architectural Review Board shall review each application made pursuant to Sections 2 and 4 above, giving consideration to each of the following criteria:

(a) Architectural Style:

(i) Evaluation of appearance of improvements shall be based on quality of design and relationship to surroundings.

(ii) No residence may have an architectural treatment that is identical to one which has been built or for which plans have been approved.

(b) Garages and Driveways.

(i) Each garage shall be architecturally compatible with the Residence located on the same Lot and shall accommodate not less than two (2) nor more than three (3) standard size vehicles. An Owner may seek approval for a garage for four (4) standard size vehicles pursuant to the procedures for new construction established in this Article.

(ii) All driveways must be concrete or brick. Gravel or asphalt/blacktop driveways are prohibited.

(c) Roofs.

(i) All roofs must be sloping or pitched. Roofs must be constructed of wood shakes. Other metallic roofing materials are prohibited.

(d) Exterior Materials and Colors.

(i) The exterior wall areas of each Residence must be constructed of stone, brick, stucco or other masonry materials or wooden siding.

(ii) Imitation brick, exposed concrete and exposed cinder block are prohibited.

(iii) Aluminum and/or vinyl siding is prohibited.

(iv) Exterior colors of the garage should complement the environment of the Lot and the Property.

(e) Exterior Lighting. Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.

(f) Mail Boxes. No Owner shall install a mail box on a Lot that does not conform to the mail box specifications and is subject to architectural review.

Section 6. Minimum Area of Residence.

(a) The minimum floor area of Residences shall be as follows:

(i) Ranch or one-story homes shall be a minimum of 1,800 square feet;

(ii) Two-story homes shall be a minimum of 2,400 square feet.

(b) Floor area shall consist of the sum of the gross horizontal areas of the several floors to the Residence (exclusive of garages), measured from the exterior faces of the exterior walls; however, no floor area of any room shall be included which has a ceiling height of less than three (3) feet above existing grade and which has no direct ingress to or egress from the outside of the Residence.

Section 7. Prohibited Buildings and Structures. The following structures and buildings are prohibited to be installed or maintained on the Property, subject to the restrictions contained herein:

- (a) Signs.
  - (i) Exterior signs of all types except for a family name designation of not more than 240 square inches;
  - (ii) Signs affixed to or placed approximate to a window or door so as to be visible from the exterior.
  - (iii) "For Sale" signs for real estate are permissible.
- (b) Accessory buildings.
- (c) Satellite dish antennas, television and radio antennae.
- (d) Floodlights or spot lights which illuminate adjoining Lots.
- (e) Laundry poles.
- (f) Above-ground swimming pools.
- (g) Temporary structures, trailers and buildings except when used incidental to construction of a permanent improvement upon such Lot. Temporary structures, trailers and buildings shall be removed as promptly as practicable and in any event no later than thirty (30) days after a Certificate of Occupancy Permit is issued for the improvement by the Village of Palatine.
- (h) Fences are prohibited on properties adjacent to Outlots A and B. All other fencing is subject to architectural approval.

**ARTICLE VI**  
**USE, OCCUPANCY AND MAINTENANCE RESTRICTIONS**

Section 1. General Use. The principal structure located on each Lot shall be a Residence and shall be used only for residential purposes. No noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners. The foregoing restrictions as to residential use shall not, however, be construed in such a manner as to prohibit an Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls or correspondence within his Residence. The uses set forth in the preceding sentence are expressly declared customarily incident to the principal residential use of a Residence and not in violation of the restrictions or use contained herein.

Section 2. Animals. No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Property, except that dogs, cats and other common household pets shall be allowed (for other than commercial purposes), provided that no such animal shall cause or create a nuisance or unreasonable disturbance to other Owners.

Section 3. Storage. No rubbish, storage piles, trash, garbage or other material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pick up and disposal. All such storage shall be screened from view.

Section 4. Vehicles. No boat, camper, trailer, commercial vehicle, mini-bike or snowmobile shall be stored on the Property (permanently or temporarily) other than in an enclosed garage. The term "commercial vehicle" shall include any automobile, truck or wheeled equipment bearing any sign, logo or writing, which relates or refers to any commercial enterprise. It is further understood that there shall be no vehicular parking on any roadways or roadway easements located anywhere within the Property except on an occasional and temporary basis, but in no event longer than seventy-two (72) hours.

Section 5. Topography, Landscaping and Drainage.

(a) Topography. No grading, cutting, filling, stockpiling or alteration of any grade shall be permitted anywhere within the Property unless specifically approved by the Board.

(b) Landscaping.

(i) No planting of any kind shall be placed or maintained on any Lot in such a manner as to interfere with the use of neighboring Lots or to present any visual safety hazard, and foliage and landscaping shall be kept neatly maintained.

(ii) Each Owner shall keep his Lot free from weeds and shall not permit any foliage breeding infectious disease or insects to remain on his Lot.

(c) Alteration of Drainage Patterns. No structure, facility, plantings or any other object or debris shall be constructed or placed on the Property, nor shall any existing structure or facility be altered, in any manner that alters the drainage patterns of the Property. The foregoing notwithstanding, where there exists on any Lot or Lots a natural condition or accumulation of storm or surface water remaining over an extended period of time, the Owner may, with written approval of the Village of Palatine, take such steps as shall be necessary to

remedy such condition, in order to cause the drainage to flow into the municipal storm sewer system, provided that no alteration or diversion of such natural flow proposed by the Owner will cause damage to other property, either inside or outside the confines of the Property.

Section 6. Dedication of Streets; Drainage and Utility Easements. Portions of the Property have been dedicated to the Village of Palatine for use as streets. The Board may dedicate, transfer or establish easements over portions of the Property for the benefit of any public agency, authority or utility for such purposes and subject to such conditions as the Board shall determine. The Board may also grant, assign, reserve or cause to be created certain easements for storm water drainage detention or retention and utility facilities on, under and through portions of the Property.

Section 7. Construction and Maintenance of the Common Area. All Common Area, as defined in Article I hereof, including, without limitation, street lighting, entry monument, landscaping and other improvements, if any, to be developed on the Common Area and/or in the public right of way adjacent to the entryway off of Smith Road, shall be maintained by the Association in a neat and visually attractive manner. The Village of Palatine shall have the right, upon notice to the Association, to enter upon the Common Area for purposes of maintenance of the Common Area. If the Village undertakes to perform any maintenance of the Common Area not performed by the Association, the Village shall have the right to charge the Association for such maintenance and service. If the Association fails to pay the Village for such maintenance and service, the Village shall be entitled to a lien against each Lot on a prorata basis for such cost expended. Each such lien shall be subordinate to encumbrances on the interest of such Owner prior to the date such notice is recorded and shall be a continuing and equitable charge running with the land touching and concerning the Lot so assessed and the Village may bring an action at law or equity against the Owner of such Lot or foreclose a lien against such Lot and the Residences and Buildings, if any, located thereon. The debt shall bear interest at 18% per annum until paid and all expenses of the Village incurred in collection of this debt shall be charged and assessed against the Association and the defaulting Owner and shall be added to the lien. The Association shall indemnify, defend and hold the Village harmless from any claim, demand, cost, expense or liability arising from the failure, if any, of the Association to properly maintain any private structure or other improvement located within the public right-of-way.

Section 8. Owner's Responsibility to Repair Damage. In the event of damage or destruction to any improvements by reason of fire or other casualty, the Owner of the Lot on which such improvements were located shall thereafter promptly restore such improvements to the condition existing prior to such damage or destruction, or raze and remove such improvements and landscape the Lot in a sightly manner, or construct new improvements after complying with the provisions of Article V above.

Section 9. Construction Activities. All construction activities, except utility connections, must be confined to the Lot under construction. All equipment used in clearing, excavating or construction on a Lot shall be loaded or unloaded only within the boundary lines of the Lot. During the clearing, excavating or construction, the Owner of the Lot on which the work is performed shall cause the roads within or bordering on the Property and adjacent Lots to be kept reasonably clear of dirt and debris caused by such clearing, excavating or construction, and shall be responsible for and shall repair any damage to such roads, curbs, sidewalks, utilities and adjacent Lots caused by such construction activity.

**ARTICLE VII**  
**COVENANT FOR MAINTENANCE ASSESSMENTS AND REMEDIES**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance in such deed of conveyance, whether or not it shall be so expressed in any such deed, is deemed to covenant and agrees to pay to the Association:

- (a) regular and supplemental assessments or charges representing his designated share of the expenses of maintenance, repair, replacements, taxes, administration and operation of the Common Area, including but not limited to the improvements referred to in Section 3 of Article I (“Common Expenses”); and
- (b) special assessments for capital improvements and unforeseen expenses to be collected from time to time as provided below.

All such assessments are to be established and collected as provided in this Declaration and the By-Laws. All such assessments, together with interest, costs and reasonable attorneys’ fees relating to the collection thereof, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Such obligation shall constitute a lien and equitable charge running with the land so assessed or charged.

Section 2. Purpose of Assessments. The assessments levied by the Board shall be for the purpose of maintaining and insuring the Common Area and the Lakes and Lake Area, in general, to promote the character of the Property. Such purposes and uses of assessments shall include (but are not limited to) the payment of all taxes, insurance, utility charges, repair, replacement and maintenance costs relating to the Common Area, and other charges established by this Declaration, or that the Board shall determine to be necessary or desirable to foster the primary purpose of the Association.

Section 3. Assessments.

(a) The annual assessment imposed on any Lot shall be the proportional amount estimated and determined by the Board to be reasonably and necessarily required for the purpose of maintaining and insuring the Common Areas, the Lakes and Lake Area, and paying those other charges necessary or desirable to maintain and foster the primary purpose of the Association as described in Article VII, Section 2 above.

(b) Each year, on or before December 1, the Board shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to the maintenance of the Common Area and administration of the Property pursuant to the terms hereof, as set forth herein, which will be required during the ensuing calendar year for the rendering for all services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in (f) below, and shall, on or before January 1, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed equally to each Owner except as provided below, and shall be due and payable in such periodic installments as are established by the Board from time to time. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall furnish all Owners with an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures, plus the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess to expenses and/or reserves for the subsequent year.

(c) If said "estimated cash requirement" proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall determine the amount of a supplemental assessment accordingly. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners required to pay assessments hereunder shall be obligated to pay such supplemental assessment.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital

improvement located on the Common Area, provided that any such assessments in excess of Two Hundred Fifty Dollars (\$250.00) per Lot in any assessment year shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any special assessment shall be levied equally against each Owner.

(e) Written notice of any meeting called for the purpose of taking any action authorized under Section 3(d) above shall be sent to all Members not less than ten (10) nor more than thirty (30) days in advance of the meeting.

(f) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditure not included in the "estimated cash requirements" shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular "estimated cash requirements" shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

(g) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay his annual assessments as herein provided, whenever the same shall be determined. In the absence of a new annual assessment, each Owner shall continue to pay the periodic charge at the then existing rate as established for the prior year until such time as a new rate is established.

(h) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be required by the Owner or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(i) 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 Lot. Except as otherwise provided elsewhere herein, the Owner of a Lot on the day on which the notice of the levying of a periodical or supplemental assessment is delivered shall personally be liable for the payment of such assessment; and the Owner as of the date of any levy of a special assessment shall be personally liable for such special assessment.

Section 4. Uniform Rate of Assessment. Annual, supplemental and special assessments must be fixed at a uniform rate for all Lots subject to assessments.

Section 5. Effect of Nonpayment of Assessments — Remedies of the Association. Any assessment, regular, supplemental or special, which is not paid on the date when due shall be deemed delinquent and if such assessment remains unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois. In addition, the Association may, at its election, require the Owner to pay a late charge in a sum to be determined by the Board. Such delinquency shall be a continuing lien and equitable charge running with the land touching and concerning the Lot so assessed and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against his Lot and the Residence located thereon, if any. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees, and other fees and expense and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate in force from time to time until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed to be a part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Lot owned by such defaulting Owner and upon all of his additions and improvements thereto. In the event of any such default by any Owner, the Board shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all rights and remedies granted by this Declaration may be exercised at any time and from time to time, cumulatively or otherwise by the Board. Should title to any Lot be held by more than one person, each such person shall be jointly and severally liable.

The venue for all action at law or in equity provided for in this Article VII shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

Upon the recording of notice of lien by the Board, it shall be a lien upon such Lot prior to any other liens or encumbrances, recorded or not recorded, except only:

- (a) Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on the interest of such Owner prior to preexisting recorded encumbrances thereon; and

(b) Encumbrances on the interest of such Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

Notwithstanding anything in this Declaration to the contrary, no amendment or change or modification of this Section 5 of Article VII shall be effective unless the same shall be first consented to in writing, by all mortgagees of record of each Lot which is subject to this Declaration.

The lien for Common Expenses shall be in favor of the Association, for the benefit of all Owners. The Association, through its Board, has the right to bring any action authorized under this Declaration or the By-Laws or otherwise in law or equity. Where the Owner's interest is sold at a public or private sale pursuant to this Declaration or the By-Laws because of the failure to pay the Common Expenses, the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed and to acquire and hold, lease, mortgage and convey same.

Section 6. Forcible Entry and Detainer – Further Remedies. In the event of any default by any Owner in the performance of his obligations under this Declaration, the By-Laws or rules and regulations of the Board, the Board, or its agents, in addition to any action for the collection of assessments and foreclosure of the lien, shall have the authority to exercise and enforce any and all rights and remedies as provided in the Illinois Forcible Entry and Detainer Act, as amended from time to time, or as otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. 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 Area. Where less than all of the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses, including attorneys' fees and court costs, incurred by reason of the lien.

Section 8. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes set forth herein and shall be deemed to be held for the sole benefit, use and account of all Owners equally.

## **ARTICLE VIII 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 and such other hazards as are covered under standard extended coverage provisions (including vandalism and malicious mischief) to the extent that the Common Area is insurable.

The insurance shall be for the full insurable replacement value of the Common Area and the insurance premiums shall be a 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, of possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act of neglect of any Owner.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for nonpayment of premiums without at least fifteen (15) days prior written notice to the Association. The insurance policies shall, if possible, contain waivers of 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. Reconstruction of the Property. The insurance process shall be applied by the Board on behalf of the Association for the reconstruction or restoration of the Common Area.

Section 3. Board Acceptance of Insurance Proceeds. Payment by an insurance company to the Board 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 pursuant to which the proceeds may be held.

Section 4. Other Insurance. The Board shall have the authority to and shall obtain comprehensive public liability insurance including liability for injuries or death to persons and property damage, in such amounts as it shall deem desirable, and worker's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, and their respective employees and agents, against liability in connection with the Common Area and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions. The premiums for all such insurance shall be a Common Expense.

Section 5. Owner's Insurance of Lots and Residences. Each Owner shall, at his own expense, obtain and maintain throughout the period of his ownership of a Lot, insurance covering his own Lot and Residence located thereon against loss, damage or destruction by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage insurance provisions, for the full insurable replacement cost of his Residence. Full insurable replacement cost shall be deemed the cost of restoring such Residence or any part thereof to substantially the same condition in which it existed prior to said damage or destruction. Each such policy of insurance shall contain, if possible, a waiver of subrogation rights by the insurer against the Owners and the Association. At the request of the Board, each Owner shall provide

the Board with evidence of such insurance in the form of copies of the applicable policies or certificates of insurance. Each Owner shall be responsible for the insurance of his personal liability to the extent not covered by any liability insurance obtained as part of the insurance coverage for the Common Area. Each Owner shall also be responsible for obtaining and maintaining insurance covering the contents of his Residence and his personal property.

## **ARTICLE IX GENERAL PROVISIONS**

Section 1. Notices. Notices to an Owner shall be addressed to his Lot address, however, any Owner may also designate a different address at which he is to be notified. Any notices required pursuant to the provisions of the Declaration shall be deemed to have been properly served when mailed, postage prepaid, certified mail, return receipt requested, to the last known address of the addressee, or when delivered in person with written acknowledgment of the receipt thereof.

Section 2. Severability and the Rule Against Perpetuities. If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration. If any provision of this Declaration is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the President of the United States, Bill Clinton, plus twenty-one (21) years thereafter.

Section 3. Enforcement. The Village of Palatine or the Association, by and through its Board, 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 Village of Palatine or 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. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to be abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may have occurred. All expenses of the Board in connection with any actions or proceedings to enforce any of the provisions of the Declaration, By-Laws or rules and regulations of the Association, including court costs and attorneys' fees, and other fees and expense and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate in force from time to time until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed to be a part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Lot owned by such defaulting Owner and upon all of his additions and improvements thereto.

Section 4. Remedies Cumulative. All rights, remedies and privileges granted to the Village of Palatine, the Association and the Owners pursuant to any of the terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude such parties thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to them at law or in equity.

Section 5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 6. Land Trusts. In the event title to a Lot 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 created under this Declaration against the Lot. 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 7. Captions. The articles and section captions are intended for convenience only, and shall not be construed with any substantive effect in this Declaration.

Section 8. Rights and Obligations. Each Owner, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or conveyance, accepts said deed or contract for himself, his heirs, representatives, successors, lessees, grantees and mortgagees, subject to all restrictions, conditions, covenants, reservations, easements and liens and the jurisdiction, rights and power created or reserved by this Declaration. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with each Residence, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Residence and may not be severed or alienated from such ownership.

Section 9. Conflict Between Covenants and Municipal Regulations. In the event there is at any time a conflict between any term or provision in this Declaration and any

provision of any then effective ordinance, rule or regulation of the Village of Palatine, then the most restrictive pertinent provision shall prevail.

**Section 10. Village of Palatine Approval/Municipal Enforcement.**

Notwithstanding anything to the contrary contained herein, any material change, modification or amendment to any document which required approval under the Subdivision Control Regulations of the Village of Palatine, including, without limitation, the Property concept plan, development plan, approved engineering, landscaping plan, or final plat of subdivision, or any change, revision or modification to this Declaration which purports to limit the rights of the Village of Palatine hereunder, shall require the prior consent of the Village of Palatine. It is understood that the provision of this Declaration with respect to prohibition of parking on any roadways or easements located within the Property, including those particularly set forth in Article VI, Section 4 hereof, are specifically intended to be for the benefit of the Village of Palatine. Accordingly, this Declaration shall not be amended to modify the provision of said Section, without the express written consent of the Village of Palatine. It is further understood that said Village is hereby given the right to enter upon the Property in order to enforce said prohibition, in the same manner and to the same extent as if said prohibition on parking were enacted by said Village with respect to dedicated roadways. Association further agrees to submit to the Village, upon request, an agreement authorizing entry by the Village to enforce the rights granted hereunder.

**ARTICLE X  
AMENDMENTS TO DECLARATION**

**Section 1. Approval of Amendments.** Provisions of this Declaration may be amended by an instrument in writing setting forth the amendment(s) and executed by Owners representing not less than seventy-five percent (75%) of the Lots constituting the Property; provided that no amendment hereto shall limit the rights of the Village of Palatine under Articles VI and IX hereof.

**Section 2. Validity of Amendments.** No amendments approved pursuant to this Article X shall become valid until a true and correct copy of same shall have been placed of record in the Office of the Recorder of Deeds of Cook County, Illinois.

**ARTICLE XI  
LAKES AND LAKE AREA**

**Section 1. Members' Easements of Enjoyment.** Every Member shall have a right and non-exclusive perpetual easement for ingress and egress over and across and of enjoyment in and to the Lake Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot. Said easement shall run with the land and each Owner of a Lot does hereby grant said non-exclusive perpetual easement to every other Lot Owner, over that portion of said Owner's Lot that extends

into the Lake. Reference in the respective deeds of conveyance, or in the mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient (but not essential) 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. Said right of easement for ingress and egress over and across and of enjoyment in and to the Lake Area shall be 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 of incorporation and By-Laws, to borrow money for the purpose of maintaining the Lakes and fulfilling any other obligations of the Association.

(c) The right of the Association to suspend the voting rights and right to use of the Lake Area by a member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Lake Area, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(d) The right of the Association to declare or grant easements and licenses, to dedicate or transfer all or any part of the Lake Area to any public agency, authority or public or private 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 has been recorded, signed by the Village of Palatine and the Association and authorized at a duly convened meeting of Members and said dedication or transfer has been authorized by the assent of seventy-five percent (75%) of the vote of the Members present in person or by proxy and entitled to vote, and unless written notice of the proposed action and meeting is mailed to every Member not less than five (5) days nor more than forty (40) days in advance of a meeting called for the purposes expressed herein; provided, however, that the granting of utility easements shall not require the written consent of the Village of Palatine.

(e) The use of the Lake Area for swimming and by motor driven boats or vehicles is hereby expressly prohibited except such vehicles or machinery as the Association or the Village of Palatine may deem appropriate to maintain and preserve the Lake or the banks thereof. No boat docks or piers shall be erected on the Lakes.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Lake Area and the recreational facility thereof.

(g) A non-exclusive and permanent easement area reserved unto the Village of Palatine and the Association over that portion of each Lot within the Lake and also that portion of each Lot located between the outside edge of the Lakes (as depicted on the plat of subdivision) and a line parallel with and fifteen feet (15') outside said edge for the purpose of maintaining said Lake.

(h) Each Owner of a Lot adjacent to a lake shall prevent any fertilizers or other pollutants said Lot Owner uses from entering the Lakes.

(i) Each and every Owner of a Lot now or hereafter made subject to this Declaration shall have the right to enjoy the use of the entire area contained within the water line of those Lots which are part of the Lake Area, but in no event shall the area reserved for said Lake use be less than the edge of the Lake as platted. It is therefore further declared that each such Lot adjacent to or extending into the Lake which is a part of the Lake Area, as indicated on the plat of subdivision for any property now or hereafter made subject to this Declaration, is hereby burdened with and subject to a perpetual easement running with the land in favor of the Owners from time to time of each and every other Lot now or hereafter made subject to the terms hereof to pass over and upon that portion of the Lot covered by the waters of said Lake; provided, however, that in no event shall any such easement and/or the area reserved for said Lake use extend beyond the easement area set forth in subparagraph (g) above. The easements declared, granted and reserved in this subparagraph (i) shall be deemed to be and shall be construed as reciprocal easements appurtenant to each Lot and not as easements in gross.

(j) Such other rights as are reserved or created by this Declaration or by any rules passed by the Board, including the right of the Board to restrict access to the Lakes by those Lot Owners not adjacent to the Lakes. Said restrictions may include restrictions on the times and access areas at which non-Lake Lot Owners make use of the Lakes.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws of the Association, his right to enjoyment to the Lake Area to the members of his family, his tenants, or contract purchasers who reside on the Lot which the Member owns; provided, however, that no delegation shall relieve the Lot Owner or the then occupant of said Lot of any liabilities and obligations created by this Declaration.

Section 3. Waiver of Use. No member may except himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from

the liens and charges hereof, by waiver of the use and enjoyment of the Lake Area or by abandonment of his Lot.

Section 4. Maintenance by the Association. The Association shall maintain the Lake Area in a clean, safe, healthy condition and be responsible for the preservation of said Lake Area in its present or improved natural condition, except as otherwise approved by the Village. In the event the Association is, for any reason, no longer in existence, the maintenance of said Lake Area shall be the responsibility of all Owners.

**ARTICLE XII**  
**SILVER LAKES LAKE LOT HOMEOWNERS ASSOCIATION**

The provisions of the Silver Lakes Lake Lot Homeowners Association Declaration of Covenants, Conditions, Restrictions and Easements are hereby deleted in their entirety, with the exception of those provisions which have been incorporated elsewhere in this document. The Board is authorized to and shall cause to be dissolved the Silver Lakes Lake Lot Homeowners Association.

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**CONSENT OF VILLAGE OF PALATINE**

**VILLAGE OF PALATINE**, an Illinois municipal corporation ("Village"), hereby consents to the execution and recordation of the attached **AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SILVER LAKE**.

**IN WITNESS WHEREOF, VILLAGE OF PALATINE** has caused this Consent to be signed by its duly authorized officers on its behalf in Palatine, Illinois, on this 29th day of October, 1998.

**VILLAGE OF PALATINE**

By: *M. Cassidy*  
Name: Michael J. Cassidy  
Its: Village Manager

**ATTEST:**

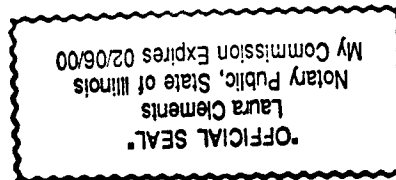
By: *Suzanne Bartels*  
Name: Suzanne Bartels  
Its: Executive Secretary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, LAURA CLEMENTS, a Notary Public in and for said County and State, do hereby certify that Michael J. Cassidy and Suzanne Bartels and \_\_\_\_\_, respectively, of the Village of Palatine, as such VILLAGE MANAGER and EXECUTIVE SECRETARY, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

**GIVEN** under my hand notarial seal this 29th day of October, 1998.

*Laura Clements*  
NOTARY PUBLIC



012125

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The East half of the Southwest quarter of the Northeast quarter of Section 10,  
Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County,  
Illinois.

All located in the Village of Palatine, County of Cook, State of Illinois and more  
commonly known as follows:

<u>Street Address</u>	<u>Lot No.</u>	<u>Property Index Number</u>
213 W. Wellington Drive	1	02-10-201-006
227 W. Wellington Drive	2	02-10-201-007
235 W. Wellington Drive	3	02-10-201-008
243 W. Wellington Drive	4	02-10-201-009
251 W. Wellington Drive	5	02-10-201-010
259 W. Wellington Drive	6	02-10-201-011
267 W. Wellington Drive	7	02-10-201-012
275 W. Wellington Drive	8	02-10-201-013
283 W. Wellington Drive	9	02-10-201-014
1230 N. Wellington Drive	10	02-10-201-015
1238 N. Wellington Drive	11	02-10-201-016
1246 N. Wellington Drive	12	02-10-201-017
1254 N. Wellington Drive	13	02-10-201-018
1262 N. Wellington Drive	14	02-10-201-019
1270 N. Wellington Drive	15	02-10-201-020
1278 N. Wellington Drive	16	02-10-201-021
1286 N. Wellington Drive	17	02-10-201-022
1294 N. Wellington Drive	18	02-10-201-023
1302 N. Wellington Drive	19	02-10-201-024
1310 N. Wellington Drive	20	02-10-201-025
1318 N. Wellington Drive	21	02-10-201-026
1326 N. Wellington Drive	22	02-10-201-027
1334 N. Wellington Drive	23	02-10-201-028
1342 N. Wellington Drive	24	02-10-201-029
1325 N. Wellington Drive	25	02-10-201-030
1317 N. Wellington Drive	26	02-10-201-031
1309 N. Wellington Drive	27	02-10-201-032
222 W. Avondale Drive	28	02-10-201-033
214 W. Avondale Drive	29	02-10-201-034
211 W. Avondale Drive	30	02-10-227-001
219 W. Avondale Drive	31	02-10-227-002

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227 W. Avondale Drive	32	02-10-227-003
1281 N. Wellington Drive	33	02-10-227-004
1273 N. Wellington Drive	34	02-10-227-005
1265 N. Wellington Drive	35	02-10-227-006
1257 N. Wellington Drive	36	02-10-227-007
1249 N. Wellington Drive	37	02-10-227-008
1241 N. Wellington Drive	38	02-10-227-009
1233 N. Wellington Drive	39	02-10-227-010
246 W. Wellington Drive	40	02-10-227-011
238 W. Wellington Drive	41	02-10-227-012
230 W. Wellington Drive	42	02-10-227-013
222 W. Wellington Drive	43	02-10-227-014
214 W. Wellington Drive	44	02-10-227-015