

DECLARATION OF
PROTECTIVE COVENANTS

YORK WOODS
OAK BROOK – ILLINOIS

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OAK BROOK – ILLINOIS

Conditions, Covenants, Restrictions, Reservations, and Easements affecting the property of:

Oak Brook Development Company

THIS DECLARATION, made this 4th day of October 1962, by Oak Brook Development Company, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article 1 of this declaration, and is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, Oak Brook Development Company hereby declares that the real property described in and referred to in Article 1 hereof is, and shall be, held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in the Village of Oak Brook, York Township, DuPage County, Illinois, and is more particularly described as follows, to-wit:

Lots 63 through 170, 183 through 188, inclusive, in York Woods, being a Subdivision in the East half (E ½) of Section 25, Township 39 North; Range 11, East of the Third Principal Meridian according to a plat thereof recorded in DuPage County, Illinois,

which said lots are hereinafter referred to collectively as "York Woods"; and

Lots 171 through 182 and Lots 189 through 234 in York Woods Unit II, being a Subdivision in the East Half of Section 25, Township 39 North, Range 11 East of the Third Principal Meridian, according to a plat thereof recorded January 13, 1964 as Document No. R64-1126 in Du Page County, Illinois; and

Lots 1 through 40 in York Woods Unit 3, being a Subdivision in the East Half of Section 25, Township 39 North, Range 11 East of the Third Principal Meridian, according to a plat thereof recorded July 20, 1964 as Document No. R64-25713 in Du Page County, Illinois; and

Lots 235 through 258 in York Woods Unit 4, being a Subdivision in the East Half of Section 25, Township 39 North, Range 11 East of the Third Principal Meridian, according to a plat thereof recorded April 10, 1967 as Document No. R67-10240 in Du Page County, Illinois; and

Lots 41 through 61 inclusive in York Woods Unit 5, being a subdivision the Northeast one-quarter (NE ¼) of Section 25, Township 39 North, Range 11, East of the Third Principal Meridian according to a plat thereof recorded October 18, 1982 as Document No. R82-47886 in DuPage County, Illinois. Lots 41 through 61 inclusive are sometimes referred to herein as the “Addition”.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the Covenants hereby declared to ensure proper use and appropriate development and improvement of York Woods and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereof of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a highest type and quality of improvement in York Woods; and to ensure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire York Woods and convenience to all residents.

ARTICLE III

DEFINITIONS

As used in this Declaration or the Community Instruments, unless expressly indicated otherwise, the following definitions shall apply:

ACCEPTABLE TECHNOLOGICAL MEANS. Without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

BASEMENT. A portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

BUILDABLE AREA – for the purpose of measuring lot width. The narrowest width within the 30 feet of lot depth immediately in back of the front-yard setback line.

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING, ACCESSORY. A subordinate building or portion of a principal building the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

CELLAR. The portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

COMMUNITY INSTRUMENTS. All documents and authorized amendments thereto recorded by the Declarant or the Association, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

DECLARANT. Oak Brook Development Company, its successors and assigns.

DWELLING. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, or trailers.

ELECTRONIC TRANSMISSION. Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

FRONT BUILDING LINE. A line on a lot as delineated in the recorded plat of subdivision which denotes the required depth of a front yard.

LOT. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

LOT LINE, FRONT. That boundary line of a lot which is along an existing or dedicated street lines as shown on the recorded plat. On corner lots, the owner may select either street lot line as the front lot line.

LOT LINE, REAR. That boundary of a lot which is most distant from and is, or is approximately parallel to the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

PRESCRIBED DELIVERY METHOD. Mailing, delivering, posting in an association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Community Instruments.

RECORD. To record in the office of the Recorder of Deeds of DuPage County, Illinois.

RESERVES. Those sums paid by members which are separately maintained by the Association for purposes specified by its declaration and bylaws.

SIDE STRIP. The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

STORY. That portion of a building included between the surface of any floor and the surface of the floor next above or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story and a cellar shall not be counted as a story.

STORY, HALF. A space under a sloping roof which has the line of intersection of a roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use.

STRUCTURE. Anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

ARTICLE IV

GENERAL RESTRICTIONS

1. Land Use and Building Type

All lots in York Woods shall be used for private residence purposes only, except lots 63 through 70 inclusive which may also be used for recreational purposes, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained thereon, except one dwelling, designed by a licensed architect and erected for occupancy by one family, and a private garage containing no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants of the owner or occupants but shall not be used for rental purposes. Other accessory buildings and

structures may be erected in such manner and location as hereinafter provided or as approved in writing by the Architectural Review Committee.

2. Building Height

No dwelling shall be erected, altered, or placed, which is more than two and one-half stories or 30 feet in height, whichever is lesser. No accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by the Architectural Review Committee.

3. Dwelling Cost, Quality, and Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Architectural Review Committee. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by the Architectural Review Committee. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces, and breezeways, shall be:

- a. For one-story dwellings – not less than 1,500 square feet.
- b. For dwellings of more than one story – not less than 1,000 square feet, and the total living area in the dwelling shall be not less than 1,750 square feet.

4. Location on Lot

No building shall be located on a lot nearer to the front lot line than the front building line shown on the recorded plat of subdivision of York Woods or 40 feet, whichever is greater. No dwelling shall be located within 40 feet of a rear lot line or 12 feet of a side lot line not adjoining a street. Tennis courts and swimming pools shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Review Committee. No tennis court or swimming pool shall be located on a lot nearer to the front lot line, or a side lot line adjoining a street, than the minimum setback shown on said recorded plat or 40 feet, whichever is greater.

5. Lot Area and Width

No dwelling shall be erected, placed or permitted to remain on any lot having: (a) a width of less than 100 feet within the buildable area; or (b) an area of less than one-half of an acre.

6. Driveways

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Review Committee. No driveways shall be permitted from either York or Cermak roads.

7. Natural Drainage Ways

Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time, the lot owner may, with the written approval of the Architectural Review Committee, take such steps as shall be necessary to remedy such condition provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any lot shall be made by the lot owner in such manner as to cause damage to other property.

8. Easements

In the recorded Plat of Subdivision of York Woods, Declarant has:

- a. Granted an easement to ILLINOIS BELL TELEPHONE COMPANY and the COMMONWEALTH EDISON COMPANY and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to cut down and remove any trees, shrubs or sapplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted;
- b. Created on easement for surface drainage swales in and along the streets and such other locations as are shown by dotted lines and marked "Drainage Easement" on the plat; and

- c. Reserved an assignable easement for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping and the maintenance of sidewalks, parkways and woods in and along the streets as shown on the plat.

9. Home Occupations, Nuisances, and Livestock

No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in York Woods. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats, over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted as or if allowed by the Village of Oak Brook Ordinance. The use of any garage, carport, driveway, or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term “commercial vehicles” shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of paragraph 1 of this Article IV.

10. Plant Diseases or Noxious Insects

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

11. Nameplates and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles.

a. There shall be not more than one nameplate on each lot. A nameplate shall be not more than 48 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. One hospitality light standard, of a design approved by the Architectural Review Committee, may be located within the front yard. No television or radio antennae, or tower, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure, or otherwise.

b. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Review Committee. Notwithstanding any provision in the Declaration, By-Laws, Community Instruments, rules, regulations, or

agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within any limited common areas and facilities of a Lot owner or on the immediately adjacent exterior of the building in which the Dwelling of an owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within any limited common areas and facilities of a Lot owner or on the immediately adjacent exterior of the Dwelling of a Lot owner, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

12. Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph 1 of this Article IV) and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same Lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.

13. Architectural Controls

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height or materials, color scheme, location on lot and approximately cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in York Woods be permitted except as permitted by the Architectural Review Committee. It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, the Architectural Review

Committee will be guided by the principle that the exterior surface of the structure will have a substantial area in white material. The quality of architectural design will be considered in relation to this principle.

14. Recreational Areas

Recreational facilities, including a club house and accessory buildings, may be constructed on lots 63 through 70, inclusive and may be used by Declarant or by a private club for any recreational activities consistent with the quality and character of York Woods.

15. Underground Wiring

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in York Woods other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

16. Maintenance of Side Strips

The owners of lots in York Woods shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which sold lots face.

17. Reserved. Oak Brook Development Company Option to Purchase if Sold

~~Oak Brook Development Company reserves to itself, its successors and assigns, an assignable option to purchase any real property together with any improvements thereon in York Woods on the same terms and conditions as may be contained in any bona fide offer that any owner from time to time of any such property and improvements may receive for the purchase thereof. Said Oak Brook Development Company shall have 15 days from actual receipt by it of notice from any such owner of any such offer to exercise its option to purchase said property and improvements. Said notice shall specify the terms and conditions contained in such offer, the name of the offeror, his residence address and his business and social affiliations. Said option shall be effectively exercised, if at all, by a written notice from Oak Brook Development Company mailed or delivered to said owner within said 15 day period wherein Oak Brook Development Company agrees to purchase said premises on said terms and conditions. Should Oak Brook Development Company fail within said period so to exercise its option, then the owner of said premises shall have the right to sell said premises to said offeror on said terms and conditions subject to each and every restriction, limitation and condition herein contained. This option shall terminate 21 years after the date on which this Declaration is recorded unless sooner terminated.~~

18. Devictions by Agreement With Declarant

Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real property in York Woods.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

1. Creation

The Architectural Review Committee is hereby created. It consists of four members ~~as follows:~~

- ~~Paul Butler~~
- ~~Theodore A. Mohlman~~
- ~~James E. Maher~~
- ~~Alfred Shaw~~

In the event of death or resignation of any member of the Committee, Declarant shall designate a successor.

2. Procedure

All plans, specifications, and other material shall be filed in the office of ~~the Declarant, Oak Brook, Illinois,~~ the Association for referral to the Architectural Review Committee. The Architectural Review Committee’s approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefor shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment – prior to the submittal of architectural drawings and specifications for approval.

In the event: (a) the Architectural Review Committee fails to approve or disapprove within 30 days after submission, the final plans, specifications, and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within 30

days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

ARTICLE VI

YORK WOODS COMMUNITY ASSOCIATION

1. Creation and Purposes

There shall be formed an Illinois not-for-profit corporation to be known as the York Woods Community Association (hereinafter referred to as the “Association”), whose purposes shall be to insure high standards of maintenance and operation of all property in York Woods reserved by Declarant for the common use of all residents and owners of property therein and to ensure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of York Woods. The Association is a Common Interest Community Association subject to the Common Interest Community Association Act, by resolution duly adopted on [NEED DATE] by the Board of Directors of the Association.

2. Membership and Voting

~~Oak Brook Development Company, its successors and assigns and e~~Every record owner of a fee simple interest in York Woods shall become and be a member of the ~~A~~Association and each such member, ~~including Oak Brook Development Company,~~ shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or ~~her~~it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

3. Powers and Duties of the Association

The Association shall have the following powers and duties:

- a. To the extent such services are not provide by any governmental body:
 - (1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in the streets and set aside for the general use of residents and owners of property in York Woods.
 - (2) To provide for the plowing and removal of snow from public sidewalks and streets.

- (3) To provide for the cleaning of streets, gutters, catch basins, public sidewalks, and for the repair and maintenance of storm sewers and appurtenant drainage facilities.
 - (4) To spray and to take other measures for mosquito and fly abatement within York Woods.
 - (5) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
 - (6) To maintain the entranceways to York Woods.
- b. To mow, care for, and maintain in vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in York Woods neat in appearance and in good order.
 - c. To provide for the maintenance of facilities in any public street, park, or entranceways, or on any land set aside for the general use of the property owners and residents in York Woods.
 - d. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
 - e. To make such improvements to the entranceways to York Woods and side strips within streets in York Woods and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping York Woods a highly desirable and exclusive residential community.

4. Method of Providing General Funds

- a. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of ~~Governors~~ Directors of the Association shall determine for each year the total amount required of such fund for such year and may levy any annual assessment uniformly against each lot in York Woods ~~and is~~ subject to the following terms and conditions: in any amount not exceeding

~~34/100ths of a cent multiplied by the number of square feet in each such lot, provided, however, that the annual rate of assessment may be increased by an amount not exceeding:~~

~~(1) 34/100ths of a cent per square foot when approved by the affirmative vote of a majority of the members; or~~

~~(2) 51/100ths of a cent per square foot when approved by the affirmative vote of two-thirds of the members,~~

~~present at a meeting thereof called and held in accordance with the by laws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time and the maximum annual rate of assessment which may be levied for any year shall be 85/100ths of a cent per square foot.~~

(1) Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for Reserves, capital expenditures or repairs or payment of real estate taxes.

(2) The Board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and Reserves for the preceding budget year. The Board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

(3) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(4) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(5) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subparagraph (3) or (6) of this Paragraph 4(a). As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Association. "Emergency" also includes a danger to the life, health or safety of the membership.

(6) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

(7) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subparagraphs (5) and (6) of this Paragraph 4(a), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

- b. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of 7 percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus, interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the DuPage County Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$10.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
- c. The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.

d. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

e. As long as the Association consists of 100 or more units, the Association shall use generally accepted accounting principles in fulfilling any accounting obligations under the Common Interest Community Association Act.

5. Additional Members

Every record owner of a fee simple interest in real estate subdivided hereafter by Declarant in the East half (E ½) of Section 25, Township 39 North, Range 11 East of the Third Principal Meridian, DuPage County, Illinois shall become a member of the Association, provided that such interest is subjected by Declarant to the Covenants, including this Article VI, herein set forth, as amended from time to time.

6. Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the assessment for the particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

7. Procedure for Amendments

This Article VI may be amended at any time by written consent of two-thirds of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of DuPage County, Wheaton, Illinois, ~~except that no amendment shall be valid, the effect of which would be to increase the maximum annual rate of assessment herein provided.~~

ARTICLE VII

GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VI for an initial period of 30 years from the date of October 4th, 1962, and thereafter for successive periods of 25 years each.

2. The Covenants herein set forth shall run with the land and bind ~~Declarant~~the Association, its successors, grantees and assigns, and all parties claiming by, through, or under them. the Association ~~Declarant~~ and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in York Woods any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of 30 days after actual receipt of written notice of such violation from ~~Declarant~~the Association by the owner of such lot, then ~~Declarant~~the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no even shall the failure of ~~Declarant~~the Association and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots in York Woods may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:
 - a. Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths of said lots consent thereto;
 - b. Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 25 year period if the record owners in fee simple of at least two-thirds of said lots consent thereto at least five years prior to the end of any such period;
 - c. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois;
 - d. If the Community Instruments require approval of any mortgagee or lienholder of record and the mortgagee or lienholder of record receives a request to approve or consent to the amendment to the Community Instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 days after the mailing of the request. A request to approve or consent to an amendment to the Community Instruments that is

required to be sent to a mortgagee or lienholder of record shall be sent by certified mail.

provided, however, that Article VI hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in DuPage County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in York Woods and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in York Woods, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure; or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.
5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
6. Declarant reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, and Declarant thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.
7. Each owner of a lot in York Woods shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

8. Other than attorney's fees and court or arbitration costs, no fees pertaining to the collection of a member's or lot owner's financial obligation to the Association, including

fees charged by a manager or managing agent, shall be added to and deemed a part of a member's or owner's respective share of the common expenses unless: (i) the managing agent fees relate to the costs to collect common expenses for the Association; (ii) the fees are set forth in a contract between the managing agent and the Association; and (iii) the authority to add the management fees to a member's or owner's respective share of the common expenses is specifically stated in the declaration, bylaws, or operating agreement of the Association.

9. The provisions of the Common Interest Community Association Act, the declaration, bylaws, other Community Instruments, and rules and regulations that relate to the use of an individual Lot or the common or community areas use (Lots 63 through 70) shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of said Act [date]. Unless otherwise provided in the Community Instruments, with regard to any lease entered into subsequent to the effective date of the Common Interest Community Association Act [date], the owner leasing the Dwelling shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

SEE ADDENDUM I for Special Provisions Applicable to Lots 41-61 inclusive, also referred to as York Woods Unit 5.

* * *

IN WITNESS WHEREOF, Oak Brook Development Company has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, the day and year first above written.

OAK BROOK DEVELOPMENT COMPANY

By: Paul Butler
President

ATTEST:

By Harry W. Reiher
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, M.L. Smith , in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Butler, personally known to me to be the President of the Oak Brook Development Company, a corporation, and Harry W. Reiher, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of October 1962.

 M.L. Smith
Notary Public

(Seal)

ADDENDUM I
ADDITIONAL COVENANTS
FOR LOTS 41-61, INCLUSIVE

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants [namely, Declaration recorded in the office of the DuPage County Recorder of Deeds on October 5, 1962 as Document No. R62-35480] and Additional Covenants; [namely, Declaration recorded in the office of the DuPage County Recorder of Deeds on October 27, 1982 ad Document No. R82-49551] is located in the Village of Oak Brook, York Township, DuPage County, Illinois, and is more particularly described as follows, to wit:

Lots 41 through 61 inclusive in York Woods Unit 5, being a subdivision the Northeast one-quarter (NE ¼) of Section 25, Township 39 North, Range 11, East of the Third Principal Meridian according to a plat thereof recorded October 18, 1982 as Document No. R82-478886 in Du Page County, Illinois.

For convenience of reference the real property aforesaid is hereinafter referred to as the “Addition”.

Articles II and II hereinafter set forth are referred to as “Additional Covenants”.

ARTICLE II

LOT 61

Section 2.1. Purpose, Work, and Use. Lot 61 in the Addition has been planned, designed as an area to receive surface water that may be wont to flow naturally thereon from other portions of the Addition and to serve as an area for the detention and gradual disposal of such surface waters by evaporation and natural seepage and drainage processes.

In order to effectively utilize Lot 61 for the purpose aforesaid, it will be necessary to alter the topography of Lot 61 and to construct and install certain engineering improvements therein or thereon. Declarant has caused to be prepared and furnished to the Village of Oak Brook (the “Village”) engineering drawings and specifications describing and depicting the topographical alterations required to be performed and the engineering improvements required to be constructed and installed in order to effectively utilize Lot 61 for the purpose aforesaid. The topographical alterations and engineering improvements described and depicted by the aforesaid engineering drawings and specifications are hereinafter collectively referred to as the “Work”. Declarant, at its cost and expense, will cause the Work to be performed and completed lien free and in a good and workable manner.

Upon acceptance of the Work by the Village in accordance with the provisions of the ordinance of the Village applicable to such acceptance, Declarant shall convey Lot 61 to York

Woods Community Association which is hereinafter and in the York Woods Declaration referred to as the "Association." The Association, its successors, grantees and assigns shall hold legal title to Lot 61 and shall maintain Lot 61 in an unimproved and vacant condition. Without the consent of the Village and the owners (herein called "Adjoining Owners") of those lots in the Addition which share a common boundary with Lot 61, no recreational equipment, building, structure or other improvement shall be placed or constructed upon Lot 61 except: (i) the Association may, if it elects so to do, place or construct on Lot 61 such improvements as may be required to prevent the erosion of Lot 61 or adjoining lots or to facilitate the disposal of surface waters as aforesaid; and (ii) the Association may, if it elects so to do, fence Lot 61 with a fence conforming with Village standards and consisting of fencing material acceptable to the Village and to a majority of the Adjoining Owners. Such fencing shall contain gates which will permit access to Lot 61 by the Association and the Village and their respective officers, agents, employees and contractors for the purpose of enabling the Association to perform the work hereinafter provided to be performed by the Association and for the purpose of enabling the Village to perform the work hereinafter permitted to be performed by the Village.

Section 2.2. Maintenance of Lot 61 by the Association. The Association shall keep and maintain Lot 61 and any improvements placed or constructed thereon pursuant to the provisions of Section 2.1 hereof in a sightly and sanitary condition and shall cut the grass and weeds that are wont to grow thereon and remove therefrom from time to time the debris that may collect thereon. In addition thereto, the Association shall maintain, repair and renew the driveway which connects Lot 61 to Windsor Avenue (including the paved surface, if any, thereof) and any and all ditches, culverts or other facilities whatsoever located therein or thereon excepting, however, the facilities, if any, of the Village or of any public utility.

Section 2.3. Assessments. The Association shall levy from time to time upon the owners of the lots in the Addition (other than the owner of Lot 61) such assessments as may be required in order to provide funds to enable the Association: (i) to maintain Lot 61 and the improvements, if any, placed or constructed thereon; (ii) to pay the general real estate taxes and assessments, if any, from time to time levied thereon by any public authority; (iii) to obtain and maintain liability insurance in such amounts and coverages and with such insurance companies as the Association deems desirable; and (iv) to enforce the provisions of this Declaration and the obligations hereunder of the owners from time to time of the lots in the Addition. Such assessments shall be in addition to any assessments levied by the Association pursuant to and in accordance with the York Woods Declaration. Each such assessment shall be allocated among the owners of the lots in the Addition (other than the owner of Lot 61) on an equal basis to the end that the owner of each lot in the Addition shall assume, bear and pay 1/20th of the amount of each such assessment. Declarant, for each lot in the Addition owned by it, hereby covenants and agrees to pay and each owner of any lot in the Addition, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association such owner's share of any assessment as that may be levied from time to time by the Association pursuant to the foregoing provisions of this section. Each such assessment together with such interest thereon and the costs of collection thereof (including reasonable attorneys' fees) as hereinafter provided shall be a charge on the lots in the Addition and shall be a continuing lien upon the lot against which such assessment was made. Each such assessment, together with such interest and costs aforesaid shall also be the personal obligation of the person or entity that was the owner of such lot at the time when the assessment fell due. The

proceeds of assessment levied by the Association pursuant to the provisions of this section shall be used only for the purposes expressed in Section 2.2 and shall not be used to pay or defray any other expense of the Association.

Section 2.4. Delinquency. Any assessment levied by the Association pursuant to the provisions of Section 2.3, which is not paid when due, shall be delinquent. If any assessment is not paid within fifteen days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate under the laws of the State of Illinois, but, in no event, more than three percent (3%) over the prime rate charged by Continental Illinois National Bank and Trust Company of Chicago to its most credit worthy customers, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the provisions of Section 2.5 hereof, to foreclose the lien against the lot provided for in Section 2.3, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate aforesaid and reasonable attorneys' fees, together with the costs of the action. Each owner vests in the Association, its grantees, successors and assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2.5 Notice of Lien. No action shall be brought to foreclose the lien of any assessment levied pursuant to the provisions of Section 2.3 until thirty (30) days after the date of notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the Office of the Recorder of Deeds of DuPage County; said notice of claim shall recite the legal description of such lot, the record owner or reputed owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the rate provided in Section 2.4, accrued late fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 2.6 Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association shall file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Fifty Dollars (\$50.00), to cover the cost of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 2.7 Subordination of Assessment Liens. The lien created on a lot pursuant to the provisions of Section 2.3 hereof (such lien being hereinafter referred to as a "Section 2.3 Lien") shall be subject and subordinate to the lien of any mortgage, trust deed or deed of trust (herein collectively called "Mortgage Lien") which may from time to time encumber said lot, and the foreclosure of a Section 2.3 Lien on a lot shall not affect or impair any Mortgage Lien on said lot. The sale of a lot pursuant to the foreclosure of a Mortgage Lien or the recording of a deed given in lieu of the foreclosure of such Mortgage Lien shall extinguish any Section 2.3 Lien existing on such lot on the date of such sale or the date of recording of such deed, as the case may be; however, the extinguishment of a Section 2.3 lien as aforesaid shall not prevent nor affect the subsequent

creation of a Section 2.3 Lien on such lot which secures an assessment levied pursuant to Section 2.3 but subsequent to the date of such sale or the date of recording of such deed, as the case may be.

Section 2.8 Rights of the Village. In the event the Association fails to perform the obligations required to be performed by it pursuant to the provisions of Section 2.2 and such delinquency shall exist on the part of the Association for a period of thirty (30) days after the date of delivery by the Village to the Association of written notice advising the Association of the existence and nature of such delinquency, the Village shall have the right to perform the obligations required to be performed by the Association pursuant to the provisions of Section 2.2, and in the event the Village elects so to do, the Association shall pay to the Village the amount of the cost and expense incurred by it in the performance of such work. If the Association fails to pay the Village within thirty (30) days after the date of the Village's demand for payment, the Village shall have the right to levy an assessment for the costs and expenses incurred by it in the performance of such work to the same extent and as fully as the Association might do pursuant to the provisions of Section 2.3 hereof. If any lot owner shall fail to pay to the Village such owner's portion of such assessment upon the due date thereof, the Village shall have and shall have the right to exercise the rights, power, privileges and remedies granted to the Association by the provisions of Section 2.4 subject, however, to the provisions of Sections 2.5, 2.6 and 2.7 hereof.

ARTICLE III

GENERAL PROVISION

Section 3.1 Lot Ownership in Trust. If title to any lot in the Addition is conveyed to a trustee ("Trustee") of a title holding trust, and if under the terms of such trust all powers of management, operation and control of said lot remain vested in the trust beneficiary or beneficiaries (herein collectively referred to as "Beneficiaries"), then and in such event, the Beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness arising from or growing out of assessments levied pursuant to the provisions of Sections 2.3 and 2.8 hereof and for the performance of all of the terms, provisions, covenants and agreements of the Additional Covenants under this Declaration. No claim shall be made against any such Trustee personally for payment of any obligation, lien or indebtedness created pursuant to the provisions of the Declaration, nor for the performance of the terms, provisions, covenants and agreements of the Declaration. The amount of any Section 2.3 Lien or obligation shall continue to be a charge or lien upon any lot held in trust and a personal obligation of the Beneficiaries of such trust notwithstanding the transfer of the interest of the Beneficiaries of any such trust or the transfer of title to such lot.

Section 3.2 Term of Existence of Covenants and Additional Covenants. The Covenants and Additional Covenants (as said terms are respectively defined in the Recitals of this Declaration) shall continue in full force and effect and be binding upon and inure to the benefit of the owners from time to time of the lots in the Addition until such time as the Covenants shall cease and terminate in accordance with the terms and provisions the York Woods Declaration.

