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James J. Wood
RECORDER
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OAK VALLEY SUBDIVISION

UNITS NO. 2 & 3

DECLARATION OF PROTECTIVE COVENANTS

&

COMMUNITY ASSOCIATION

&

STORM WATER DETENTION AREA CONDITIONS,
COVENANTS, RESTRICTIONS, RESERVATIONS,
GRANTS AND EASEMENTS AFFECTING THE

PROPERTY OF:

MARQUETTE NATIONAL BANK AS TRUSTEE UNDER
LAND TRUST NO. 1321 BEARING THE DATE

AUGUST 6, 1976

DECLARATION OF PROTECTIVE COVENANTS

OAK VALLEY SUBDIVISION

UNIT NO.2 & 3

HOMER TOWNSHIP, WILL COUNTY, ILLINOIS

THIS DECLARATION, made this day of April 3, 1979, by OAK VALLEY SUBDIVISION, UNIT NO. 2 & 3, hereinafter called "DECLARANT", or "OAK VALLEY",

WITNESSETH:

WHEREAS, DECLARANT is the owner of the real property described in Article I of this Declaration; and

WHEREAS, DECLARANT is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall insure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, DECLARANT hereby declares that the real property described in and referred to in Article I 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") hereafter 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 Homer Township, Will County, Illinois, and is more particularly described as follows to-wit:

OAK VALLEY - UNIT NO. 2

BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OAK VALLEY - UNIT NO. 3

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, AND THE SOUTH 35 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvements of OAK VALLEY SUBDIVISION and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon 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 improvements; to secure and maintain proper setbacks and streets, and adequate free spaces between structures; and, in general, to provide adequately for a residential area of the highest quality and character.

ARTICLE III
GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE:

All lots in OAK VALLEY SUBDIVISION shall be used for private residence purposes only. Construction of model homes is expressly permitted as long as they conform to the restrictions hereby created. No building, not specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on any parcel or lot, except one (1) dwelling, designed and sealed by an Illinois Licensed Architect and erected for occupancy by one (1) family, and an attached private garage containing no more than three (3) parking spaces for the sole use of the owners or occupants of the dwelling. Other accessory buildings and structures may be erected in such manner and location as hereinafter provided or as approved, in writing, by Declarant's Subdivision Architect or its successors or assigns.

2. BUILDING HEIGHTS:

No dwelling shall be erected, altered, or placed, which is more than two and one-half (2½) stories or thirty feet (30') in height, whichever is lesser, unless a greater height is approved, in writing, by Declarant's Subdivision Architect. No accessory building or structure shall exceed seventeen feet (17') in height unless a greater height is approved, in writing, by Declarant's Subdivision Architect or its successors or assigns.

3. DWELLING, 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 Declarant's Subdivision Architect or its successors or assigns. All dwellings shall be constructed in accordance with the applicable Governmental Building Code and with more restrictive standards that may be required by Declarant's Subdivision Architect, its successors

or assigns. The finished floor area of the dwelling, exclusive of basements, attached garages, open terraces and breezeways, shall be as follows, unless approved, in writing, by the Subdivision Architect:

- A. For one-story dwellings -- not less than 1,750 square feet of total finished living area.
 - B. For dwellings of more than one-story -- not less than 2,250 square feet of total finished living area.
 - C. For dwellings on Oak Court, White Oak Court, Pheasant Court and Twin Oak Court's a one-story dwelling shall not be less than 2,000 square feet and a dwelling more than one-story shall not be less than 2,500 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 required under the applicable governmental regulations. No dwelling shall be located within twenty feet (20') of a rear lot line or twelve feet (12') of a side lot line not adjoining a street. No tennis court or swimming pool shall be located on a lot unless the same shall comply with all setback and side yard requirements as in these declarations set forth, unless approved, in writing, by the Subdivision Architect.
5. 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. Plans and Specifications for driveways, culverts, pavement edging or markers shall be as approved, in writing, by Declarant's Subdivision Architect, its successors or assigns.
6. EASEMENTS:
Any easements that may hereinafter be reserved by the Declarant in connection with a deed or conveyance shall be deemed to be reserved to the Declarant, its successors or assigns.
7. HOME OCCUPATIONS, NUISANCES AND LIVESTOCK:
- A. No home occupation or professions shall be conducted in and dwelling or accessory building thereto located in OAK VALLEY SUBDIVISION. 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.
 - B. No livestock, bees, poultry or more than two (2) dogs or two (2) cats, over four (4) months of age, shall be kept or maintained in connection with any residence.
 - C. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted if allowed by appropriate governmental regulations.

- D. The use of any driveway or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for campers, trailers, mobile homes, motor boats, houseboats, motor homes or commercial vehicles is prohibited.
- E. Campers, commercial vehicles, trailers, motor boats, house boats, and motor homes may be maintained if housed completely with a structure which has been approved, in writing, by Declarant's Subdivision Architect, its successors or assigns. No roadways shall be used for the habitual parking of private or commercial vehicles or boats or trailers.
- F. 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.
8. 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.
9. NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, OR FLAG-POLES:
- A. There shall be not more than one (1) nameplate for each residence. A nameplate shall be not more than forty-eight 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 freestanding in the front or side yard or on the mailbox, or as approved by the Subdivision Architect.
- B. One (1) electric hospitality light standard per residence of a design approved by the Subdivision Architect, its successors or assigns, shall be located within the front yard by each owner.
- C. No free standing television or radio antennae, or tower, shall be erected or used, and not television or radio antennae attached to a building shall exceed the height of such building by more than ten feet (10') unless specifically permitted, in writing, by Declarant's Subdivision Architect, its successors or assigns.
- D. Flag poles are permitted, provided the pole is not more than twenty-five (25') in height, unless otherwise approved by Declarant's Subdivision Architect, its successors or assigns.

10. TEMPORARY STRUCTURES:

- A. No trailer, basement or an uncompleted building, tent, shack, garage, barn, motorized home, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.
- B. 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. Said buildings or structures must first be approved by the Subdivision Architect.

11. ARCHITECTURAL CONTROLS:

- A. It is understood and agreed that the purpose of architectural control is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall, pier, mail box, swimming pool, well or other structure or improvement shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, nor shall any land contours be changed, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location of lot, final lot grade and approximate cost of such building or other structure or improvement, and the grading plan and/or landscape plan, as required, of the lot to be built upon shall have been submitted to and approved, in writing, by Declarant's Subdivision Architect, its successors or assigns.
- B. Declarant's Subdivision Architect, its successors or assigns, shall have the right to refuse to approve any such construction plans or specifications, grading plan, and/or landscape plan, etc., which are not suitable or desirable, in the opinion of Declarant's Subdivision Architect, its successors or assigns, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan and/or landscape plan, Declarant's Subdivision Architect, its successors or assigns, shall have the right to take into consideration the suitability of the proposed building or other structure with the surrounding, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.
- C. In no instance shall a building of a design exactly the same as any other on Declarant's real estate be permitted except as approved by the Declarant's Subdivision Architect, its successors or assigns.
- D. All plans, specifications and other material, certified by an Illinois Registered Architect, shall be filed in the office of the Declarant's Subdivision Architect, its successors or assigns, for written approval or disapproval.
- E. The DECLARANT hereby assigns and appoints as the Subdivision Architect:

JAMES B. CLARAGE, AIA/JAMES B. CLARAGE & ASSOCIATES
Box 289, Route #5 - 1000 S. Hamilton Street
Lockport, Illinois 60441
Phone: 815/838-8177

- F. A report, in writing, setting forth the decisions of Declarant's Subdivision Architect, successors or assigns, and the reasons therefore shall thereafter be transmitted to the applicant by Declarant's Subdivision Architect, its successors or assigns, within twenty-one (21) days after the date of filing the plans, specifications and other material by the applicant.
- G. Declarant's Subdivision Architect, its successors or assigns, will aid and collaborate with prospective builders or owners and make suggestions from preliminary sketches.
- H. Resubmissions of plans showing required revisions shall be transmitted to applicant within fourteen (14) days after date of filing the plans by the applicant. Prospective builders or owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of full architectural drawings and specifications for approval.
- I. In the event: (a) Declarant's Subdivision Architect, its successors or assigns fails to approve or disapprove, within forty-five (45) days after submission, the final plans, specifications and other material, as required in the Declaration; or (b) no suit to enjoin construction has been filed within forty-five (45) 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.
- J. A Standard Architectural Control Fee of Three Hundred Fifty and no/100 Dollars (\$ 350.00) shall be paid by the applicant to the Subdivision Architect at the time of initial submission of plans and specifications for review, as stated above. The payment of the Architectural Control Review Fee does not automatically guarantee an approval of plans and specifications by the Subdivision Architect. In addition to reviewing applicant's plans and specifications, the Subdivision Architect will review with each lot owner the top of building foundation elevation.
- K. EXTERIOR MATERIALS AND APPEARANCE: approved brick and/or stone finish material shall be used on no less than sixty-six percent (66%) of the exterior structure unless otherwise approved by the Subdivision Architect. A "Hallmark" type shingle or wood shake shingles shall be installed on all buildings located on Oak Court, White Oak Court, Pheasant Court, and Twin Oak Court.
12. 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 Oak Valley Subdivision 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.
13. MOTOR BIKES, SNOWMOBILES, HORSES, AND/OR OTHER SIMILAR USES:
No motor bikes, snowmobiles, horses, and/or other similar uses shall be allowed within the Subdivision and its related pedestrian walk easement.

14. MAINTENANCE OF ROAD PARKWAYS AND RELATED PEDESTRIAN WALK EASEMENTS:

- A. The Owners of lots in Oak Valley Subdivision shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which said lot falls. Also, the lot owner shall be responsible for the maintenance of water detention or retention areas as noted on the final recording plat.
- B. Before obtaining a building permit, the lot owner or his agent must obtain and file with the Subdivision Architect an approved Contractor Bond for \$2500.00. This Bond will remain in force until released by the Subdivision Architect. The purpose of the Bond is to protect the Subdivision against damages by individual lot owners or their agents or contractors during the period of house construction.

15. DUMPING AND/OR RELATED NUISANCES:

The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing the same to be deposited thereon.

16. DEVIATIONS BY AGREEMENT WITH DECLARANT:

Declarant hereby reserved unto itself, its successors or assigns the right to enter into agreements with the guarantee of any Parcel, lot or lots (without the consent of guarantee of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, 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 of Declarant.

ARTICLE IVGENERAL 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 for an initial period of 15 and 30 years from the date of APRIL 3, 1979, and thereafter for successive period of 15 years each.
2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees, and assigns, and all parties claiming by, through, or under them. 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 OAK VALLEY SUBDIVISION - 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 by the owner of such lot, then Declarant 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 event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver to the right to do so as to any subsequent violation.
3. The record owners in fee simple of the residential lots in OAK VALLEY SUBDIVISION 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 the end of the first 15 year period from the date of recording of this Declaration if the record owners in fee simple of at least THREE-FOURTHS (3/4) 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 15 year period if the record owners in fee simple of at least TWO-THIRDS (2/3) of said lots consent thereto at least five (5) 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 Will County, Illinois.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Will 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 OAK VALLEY SUBDIVISION - and shall run with the land and bind all persons claiming by, through or under any one or more of them.

- 4. All Covenants 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 OAK VALLEY SUBDIVISION, and none of said Covenants 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 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 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. No recorded lot or lots can be divided, changed or re-subdivided, unless approved, in writing, by the Subdivision Architect, upon review of practical difficulties or particular hardships evidenced by the lot owner.
- 7. No Will County or Homer Township Building, Health Department and/or culvert permits shall be obtained until all above provisions are complied with as determined by the Subdivision Architect.
- 8. As part of the Declaration of Protective Covenants, each lot owner is a member of the Community Association of Oak Valley Subdivision, Units No. 2 & 3; a copy of which is attached hereto and made a part of these Covenants.

IN WITNESS WHEREOF, MARQUETTE NATIONAL BANK, an Illinois Corporation, has caused this Instrument to be executed by its ^{Asst.} Trust Officer ^{+ VP} and attested by its ^{Asst.} Secretary, and its corporate seal to be hereto affixed, the day and year first above written.

MARQUETTE NATIONAL BANK

This Instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this Instrument.

BY: *[Signature]*
Asst. Trust Officer + VICE PRESIDENT



[Signature]
Asst. Secretary

OAK VALLEY SUBDIVISION

UNITS No. 2 & 3

COMMUNITY ASSOCIATION - STORM WATER DETENTION AREA
CONDITIONS, COVENANTS, RESTRICTIONS
RESERVATIONS, GRANTS AND EASEMENTS
AFFECTING THE PROPERTY OF:

MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER LAND TRUST
NO. 1321 BEARING THE DATE AUGUST 6, 1976

THIS DECLARATION, made this 3rd day of APRIL,
1979, by MARQUETTE NATIONAL BANK, as trustee under Land Trust No. 1321,
bearing the date August 6, 1976, hereinafter called "DECLARANT,"

WITNESSETH:

WHEREAS, DECLARANT is the owner of the real property described in
Article I of this declaration; and,

WHEREAS, DECLARANT 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, DECLARANT hereby declares that the real property described
in and referred to in Article I 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 Homer Township,
Will County, Illinois and is more particularly described as follows, to-wit:

Lots 63 through 109 in Unit No. 2 and Lots 110
through 156 in Unit No. 3 of Oak Valley being
a Subdivision in parts of sections 23 & 24,
Township 36 North, Range 11, East of the Third
Principal Meridian, in Will County, Illinois.

ARTICLE II

General Purposes of This Declaration

The real property described in Article I hereof, as well as certain areas
referred to in the Plats of Survey of Oak Valley Subdivision (Units 2 & 3) as
an area for retention of storm water for said subdivision, is subjected to the
Covenants hereby declared to insure proper use and appropriate development and
improvements of Declarant's real estate and every part thereof; to protect the
owners of the property therein against such improper use of surrounding lots as
may depreciate the value of their property; to insure adequate and reasonable
development of said property; to provide for the maintenance of improvements
thereof, and in general to provide adequately for an area of the highest quality
and character.

ARTICLE III

Community Association

1. Creation and purposes:

Upon the sale and conveyance of seventy-five percent of the lots within the Oak Valley Subdivision (Units 2 & 3) or at such earlier time as it may elect, but not later than three years from the date of the filing of these declarations, Declarant shall form an Illinois not-for-profit corporation to be known as "Oak Valley Subdivision Units 2 & 3" or such other name as may be selected by Declarant that is acceptable to the Secretary of State of the State of Illinois, which shall hereinafter be referred to as "The Association" the purpose of which shall be to insure high standards of maintenance and operation of all property in Oak Valley Subdivision Units 2 & 3, as well as all property affected thereby or, reserved or dedicated by Declarant for the common use of all the residents and owners of property therein and such properties as may be deeded to the Association by the Declarant and for the maintenance of all easements reserved by the Declarant and common areas and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Oak Valley Subdivision.

2. Membership and Voting:

Every record owner of a fee simple interest in Oak Valley Subdivision (Units 2 & 3) shall become and be a member of the Association, and each such member, including the Declarant, shall be entitled to one vote on all matters submitted to a vote of the membership for each lot owned by him or it or its successors or assigns, provided, that where title to a lot is in more than one person, such owners acting jointly shall be entitled to but one vote.

3. Powers of the Association:

The Association shall have the following powers:

- a. To the extent such services are not provided by any governmental body:
 1. From and after appropriate assignment to it by Declarant to provide for the care and maintenance of the streets serving the subdivision whether public or private including the plowing and removal of snow therefrom.
 2. To employ duly qualified peace officers for the purpose of providing such protection as the Association may deem necessary or desirable in addition to that provided by any governmental agency.
 3. a. To otherwise maintain and control those properties deeded or assigned to it by the Declarant including the driveway, planting and drainage easements and storm water retention areas set forth in the Plat of Subdivision.
 - b. 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, and particularly to own, maintain and control for the mutual benefit of all the owners of land within the subdivision, the common drainage area and retention pond, from and after the conveyance of same to the Association by the Declarant and to pay the taxes levied against the same.
 - c. To provide such other facilities and service as may be authorized from time to time by the affirmative vote of a majority of the members of the Association acting in accordance with its constitution and by-laws.
 - d. As part of the above 3.a., Storm Drainage Laterals to and from the retention pond shall be included herein for maintenance.

- e. Also, as part of the above, maintenance of Drainage ditches and parkways, as provided in the protective covenants shall be maintained by the individual lot owner as allowed by the Township Road Commissioner.

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 of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in Oak Valley Subdivision (Units 2 & 3) in an amount sufficient to provide for the maintenance needs to be levied on an annual, per lot, basis.
- b. In the event of failure of any owner to pay any assessment on or before thirty days following notice to such owner or such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of eight 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 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 Ten Dollars (\$10.00) which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable 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 prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or deed of trust or in lieu of such foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed.
- 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 termination of the suit and until the sale of the property under execution of the judgement in such suit.

5. Procedure for Amendments:

This ARTICLE III may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds of the lots in the Oak Valley Subdivision (Units 2 & 3) except as hereinafter provided. The agreement or agreements to amend shall be duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Will County, Joliet, Illinois.

6. Until such time as the Association is formed as aforesaid, Declarant shall have all the powers of the Association specified in this ARTICLE III.
7. The Association which is formed as a Declarant, shall not have the power to amend, revoke, or alter the responsibility placed upon this Association for the care and maintenance of the common drainage facilities of this subdivision either located on the actual subdivision lots or in an area off the site of the actual subdivision but designed by the Plat as the retention area. It is understood that the care, maintenance, upkeep, repair,

* NOTE: The costs of all Attorney and Legal Fees shall be added to the amount due by the Owner of such lot.

and control of this area is not the responsibility of Homer Township, Will County, Illinois, but is and shall remain the responsibility of the Association.

ARTICLE IV

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 IV for an initial period of thirty years from the date hereof and thereafter for successive periods of ten years each.
2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant, or its successors or assigns, 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. In no event shall the failure of Declarant, or its successors or assigns, and such owners to enforce any of the covenants herein set forth as to a particular violation, be deemed to be waiver of the right to do so as to any subsequent violation.
3. 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 the Oak Valley Subdivision (Units 2 & 3) 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 if 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, except as hereinabove set forth in Paragraph 4 (c) in ARTICLE III.
4. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provisions 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.
5. Declarant hereby 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 Will County, Illinois, and Declarant or its successors and assigns shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.
6. Each owner of a lot or building site in the Oak Valley Subdivision (Units 2 & 3) shall file the correct mailing address of such owner with the Declarant, its successors or assigns, and shall notify the same promptly in writing of any subsequent change of address. Declarant or its successors and assigns shall maintain a file of such addresses. 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 or its assigns shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, MARQUETTE NATIONAL BANK, an Illinois Corporation, has caused this Instrument to be executed by its Trust Officer and attested by its Secretary, and its corporate seal to be hereto affixed, the day and year first above written.

MARQUETTE NATIONAL BANK

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

BY: [Signature]
ASST Trust Officer + VICE PRESIDENT



[Signature]
ASST Secretary

W. W. Witt
R79-10987
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PREPARED BY CHARLES
WIRTH, ASST COUNSELLOR
4-3-79