

**SILVER GLEN ESTATES OF**

**KANE COUNTY, ILLINOIS**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

DECLARATION made this 15<sup>th</sup> day of May, 1990, by SILVER GLEN DEVELOPMENT, INC., an Illinois corporation (hereinafter referred to as "Declarant"):

**WITNESSETH**

WHEREAS, SILVER GLEN DEVELOPMENT, INC. is the title holder of certain real property comprised of approximately eighty four point nine six four (84.964) acres, situated in the Township of St. Charles, Kane County, Illinois, more particularly described as Silver Glen Estates Subdivision of Kane County, the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the subject property consists of residential lots to be conveyed to individuals, some of whom will be purchasing residential units constructed thereon; and

WHEREAS, Declarant intends to grant certain water detention easements and pedestrian access easements and convey common areas and facilities to the Silver Glen Estates Homeowners Association (hereinafter referred to as "Association"); and

WHEREAS, Declarant intends to subject the described property to certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Association; and

WHEREAS, Declarant deems it desirable for the efficient preservation for the values and amenities of the subject development to create the Association to maintain the Facilities, Common Areas and any improvements thereon, and to administer and enforce the covenants, conditions and restrictions and to collect and disburse the assessments and charges hereinafter created.

WHEREAS, Declarant deems it desirable for the efficient operation for the Sanitary Treatment, Central Well, and Stormwater Management Facilities herein described to include in said Association a certain number of residential lots not within the above said subject property.

NOW THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are to protect the value and desirability of Silver Glen Estates Subdivision and which shall run with the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, specifically inuring to the benefit of the County of Kane of the State of Illinois.

**ARTICLE 1 Definitions**

**Article 1, Section 1: Owner**

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the subject property, and any approved residential Lot not within said property, including contract Sellers. For purposes of this Section, holders of beneficial interests under a land trust holding title of any Lot which is a part of the property shall be considered Owners. Declarant shall, as long as it owns any Lot or Lots, be an Owner.

## **Article 1, Section 2: Association**

"Association" shall mean and refer to the Silver Glen Estates Homeowners Association, its successors and assigns, a not-for-profit corporation under the Illinois General Not-For-Profit Corporation Act whose creation is the sole responsibility of the Declarant. Said corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the portions of the Property as provided by this Declaration and its By-laws; and said corporation and its successors and assigns shall be the legal representative for all matters and claims relating directly or indirectly to the Common Areas or matters of common interest to all Owners.

Each Owner shall automatically become and be a member of the Association as long as he continues as an Owner. Upon termination of an Owner's interest, such membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding in interest.

## **Article 1, Section 3: Property**

"Property" shall mean and refer to the Subject Property.

## **Article 1, Section 4: Common Areas**

"Common Areas" shall mean:

- a) All real property and improvements to be conveyed to the Association, as defined herein whether now constructed, or to be constructed, including but not limited to the front entryway treatment including any and all signs thereon.
- b) All lands for drainageways, reforestation areas, green areas in cul-de-sacs, and all open space and landscape buffer easements, though the sole and exclusive right to use said areas shall remain in the legal title holder thereof (subject to said easements) and not be conveyed to the Association, which shall also include any and all trees and plantings therein.

## **Article 1, Section 5: Lot**

"Lot" shall mean and refer to the plots of land so shown and designated upon the recorded subdivision plat of the Property except for the Common Areas.

## **Article 1, Section 6: Declarant**

"Declarant" shall mean and refer to the SILVER GLEN DEVELOPMENT, INC., an Illinois corporation, its successors and assigns.

## **Article 1, Section 7: Declaration**

"Declaration" shall mean this instrument together with the exhibits and made part hereof and shall include such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof. This Declaration may be referred to in any other document as the Silver Glen Estates Homeowners Association Declaration of Covenants, Conditions and Restrictions.

## **Article 1, Section 8: Central Well Facilities**

"Central Well Facilities" shall mean:

- a) All real property and improvements, whether existing or to be constructed, including, but not limited to:
  - 1) Water wells.
  - 2) Water pumping and storage facilities.
  - 3) Water treatment facilities.
  - 4) All structures, mechanical facilities, piping, access drive, fencing, and equipment appurtenant the wells and the water pumping, storage, and treatment facilities, as may be reasonably necessary.
  - 5) Waste distribution mains, valves, hydrants, and service lines located within the public right-of-way up to and including the shut-off valve and valve box, and booster pumping facilities or distribution mains, and all facilities appurtenant thereto.
- b) The water service line extending from the outlet end of the shut-off valve into the dwelling unit shall be considered part of the private water service of each Lot, and shall be owned and maintained by the Lot Owner, even though a part of it may lie within public right-of-way.

**Article 1, Section 9: Sanitary Treatment Facilities**

“Sanitary Treatment Facilities” shall mean:

- a) All real property and improvements, whether existing or to be constructed, including but not limited to:
  - 1) Aeration and storage lagoons, aeration system, sand filters, disinfection equipment, pumps, structures, piping, access drive, fencing, and equipment appurtenant thereto as may be reasonably necessary.
  - 2) The spray irrigation system for wastewater effluent, including distribution system, valves, sprinkler heads and controls, and all facilities, piping and structures appurtenant thereto, including those in the Common Areas,
  - 3) Spray irrigation park land which shall be spray irrigated with the treated effluent of the Sanitary Treatment Facilities and may be planted in grass, trees or bushes suitable for such form of irrigation.
  - 4) The wastewater collection system, including sanitary sewers, sanitary manholes, sanitary sewer riser pipes up to and including the pipe bend at the top of the riser, pump stations, force mains, and all facilities appurtenant thereto.
- b) The sanitary service pipe extending from the sanitary sewer main or from the top of the riser pipe into the dwelling unit shall be considered part of the private sewer service of each Lot, and shall be owned and maintained by the Lot Owner, even though a part of it may lie within the public right-of-way.

**Article 1, Section 10: Stormwater Management Facilities**

“Stormwater Management Facilities” shall mean all real property and improvements, existing or to be constructed, for the purpose of managing drainage associated with the Property, including, but not limited to:

- a) Storm and sewers and appurtenant structures that drain areas upstream of or beyond the roadway. These storm sewers are typically larger than 12 inches in diameter.
- b) Drainageways including ditches and swales.
- c) Stormwater storage areas, pond bottoms, slopes, and berms, including the earthwork and rock stabilization thereon.
- d) Stormwater storage area release structures, including weirs, restrictor pipes, catch basins, splash pads, riprap and other similar items.
- e) All field tile or subsurface drainage facilities intended to serve more than one lot or areas off-site.

### **Article 1, Section 11: Roadway Drainage Facilities**

“Roadway Drainage Facilities” shall mean all real property and improvements associated with roadway drainage facilities, including, but not limited to:

- a) All road culverts and ditches.
- b) Storm sewers and appurtenant structures that drain the roadway and portions of Lot front yards only. These storm sewers may be on the roadway or immediately adjacent to a roadway on an easement, and are typically 12 inches in diameter, and discharge into larger diameter sewers that are part of the overall stormwater management facilities.
- c) All road gutters and inlet grates in the roadway.

### **Article 1, Section 12: Facilities**

“Facilities” shall collectively mean those lands and improvements thereon to be owned, operated, and maintained by the Association, limited to:

- a) All Central Well Facilities as described in Section 8 of this Article 1.
- b) All Sanitary Treatment Facilities as described in Section 9 of this Article 1.
- c) All Stormwater Management Facilities as described in Section 10 of this Article 1.

### **Article 1, Section 13: Board of Directors**

“Board of Directors” shall mean the governing body of the Silver Glen Estates Homeowners Association, duly elected by the members of the Association by rules established in the by-laws of the Association. The Board of Directors shall exercise for the Association all powers, duties, and authority vested in the Association by this Declaration, by the Articles of Incorporation and By-Laws establishing the Association, and by the General Not-For-Profit Corporation Act of the State of Illinois. All powers, duties, and authority of the Board of Directors shall be as provided in the By-Laws of the Association and shall include, but not be limited to:

- a) Operating, maintaining, repairing, replacing, improving and otherwise caring for the Common Areas and Facilities as provided herein.
- b) Preparing, adopting, and distributing the annual budget for the Association.
- c) Levying and collecting assessments.
- d) Employing or contracting with appropriate management agents and / or corporations to cause items a) – c) above to be performed as provided for herein.
- e) Managing and conducting all of the business of the Association as provided for in this Declaration and in the By-Laws of the Association, and in compliance with all applicable local, state, and federal rules, regulations, ordinances, and laws, and to perform these duties in a timely and professional manner.

### **Article 1, Section 14: Common Areas and Facilities Expenses Fund**

A fund created by the Declarant to be transferred to the Association in its entirety along with title to the common areas and funded annually by assessments against each individual owner for the purpose of the day to day operation and upkeep of all nondepreciable property, real or personal.

### **Article 1, Section 15: Capital Reserve Fund**

A fund created by the Declarant to be transferred to the Association in its entirety along with title to the facilities and funded by annual assessments against each individual owner for the purpose of replacing or repairing all depreciable equipment.

## **Article 1, Section 16: Emergency Trust Fund**

A fund created by the Declarant control of which to be transferred to the Association in its entirety along with title to the facilities and funded by a one-time assessment against each individual owner for the purpose of repair and replacement of the Sanitary Treatment and Central Well Facilities in the event of natural or man-made disaster or catastrophic breakdown.

## **ARTICLE 2 Property Rights**

### **Article 2, Section 1: Owner Easements of Enjoyment**

Every Owner of a Lot within the subject property shall have a right and easement of ingress and egress to and from the Common Areas, excepting therefrom the right of access to any Sanitary Treatment or Central Wall Facilities other than for the specific intended purposes thereof, and such easement shall be appurtenant to and pass with title to every assessed Lot, but for every Owner of an approved Lot not within the Subject Property such right an easement shall be limited solely to connection with the Facilities but specifically excluding the Stormwater Management Facilities, and shall not extend to the ingress and egress to any other common area amenities or facilities, subject to the following provisions:

- a) Right of the Association subject to the provisions herein to establish and publish rules and regulations governing use, enjoyment and maintenance of the Common Areas and Facilities affecting the welfare of Association members.
- b) Right of the Association, in accordance with its Articles and By-Laws, to borrow money to improve and maintain the Common Areas and Facilities, and to mortgage said properties for that purpose. The Facilities may be mortgaged only for the purpose of improving said Facilities. The operation, use, improvement, and maintenance of the Facilities shall be governed solely by all applicable local, County of Kane, state, or federal rules, regulations, ordinances, and laws, and these covenants and restrictions herein.
- c) Right of Association to suspend voting rights and rights to use of the Common Area and Facilities of any Owner (1) for the period during which any assessment against the Owner's Lot remains unpaid; and, (2) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- d) Right of Association, in accordance with its Articles and By-Laws, to dedicate or transfer all or any part of the Common Areas and Facilities to any public agent, authority or utility for such purpose and subject to such conditions as may be agreed by the Owners subject to the prior approval of the County of Kane. No such dedication or transfer shall be effective unless any instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the membership (as defined in Article 3, Section 2) has been recorded, agreeing to such dedication or transfer. Further, the Right of the Association as stated herein to dedicate or transfer all or part of the Facilities is conditioned upon prior written approval of the County of Kane, and absent said prior approval, the Declarant or the Association shall not and may not transfer interest in all or part of said Facilities.
- e) Duty designated officials and employees of the County of Kane and other governmental bodies having jurisdiction over the Property, shall have an easement to enter upon, and over the Property, the Common Areas, and Facilities for the purposes of constructing and maintaining a bike path for use by the general public in the Common Areas along Silver Glen Road and along Randall Road, maintaining the stormwater drainage system and enforcing applicable health ordinances, and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by either an Owner or the Association. The grant of easements provided herein is not intended nor shall it relieve any Owner and / or the Association from their responsibilities to maintain the Common Areas and Facilities and to maintain those portions of the stormwater drainage systems located within the easement area. The grant of easements herein shall not restrict the County from exercising any other right or duty pursuant to these covenants, conditions and restrictions or pursuant to law.

- f) Each Lot Owner within the development shall have the sole and exclusive right to use of that portion of his Lot upon which easement for storm drainage is created. This sole and exclusive use by the Lot Owner is secondary to and subject only to the permanent and perpetual right and duty of the Association to maintain, restore and replace said storm drainage system and area, and to the easement granted or the County of Kane, pursuant to Paragraph e) of this Section 1. The Lot Owner shall not change the grade and pitch of the storm drainage system and area except to cut and maintain grass located upon it.

All easements hereinabove described are easements appurtenant to, and running with the land. They shall at all times inure to the benefit of and be binding upon the undersigned, its grantees, and their respective heirs, successors, personal representatives and assigns, perpetually.

Reference in any deed, mortgage, trust deed or any other recorded document to the easements, restrictions and covenants to the respective grantees, mortgagees, or trustees of said parcels shall create said easements, restrictions and covenants as fully and completely as if these easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

## **Article 2, Section 2: Delegation of Use**

Any Owner may delegate his right of enjoyment of the Common Areas to members of his family or contract purchasers who reside on his property, and their respective guests and invitees.

## **Article 2, Section 3: Title to Common Areas and to Facilities**

The Declarant, its successors and assigns, shall retain legal title to the Common Areas and Facilities until such time as the Association is capable of operating and maintaining same, and covenants that it will convey to the Association fee simple title to the Common Areas and Facilities located on the Subject Property as provided for herein, subject to covenants, conditions, and restrictions of record, public zoning laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity, or telephone and any other necessary utilities and public street dedication. If and when additions to the Common Areas are made, such additional Common Areas shall be conveyed to the Association, in fee simple title. Such fee simple title shall be free of all encumbrances and liens other than those noted herein. Title to the Common Areas and Facilities shall be conveyed to the Association no earlier or no later than the date when seventy-five percent (75%) of all lots in the Subject Property are sold and conveyed by Declarant to Owners. Kane County shall perform an inspection of the Facilities prior to said conveyance to make sure the Facilities are in good repair.

The Declarant or its beneficiaries shall maintain and operate the Common Areas and Facilities in the Subject Property including but not limited to the front entryway treatment and Facilities until the time title to the Common Areas and Facilities is conveyed to the Association, but in no case before all landscaping and Facilities have been completed.

## **ARTICLE 3 Membership and Voting Rights**

### **Article 3, Section 1: Membership**

Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Association and shall remain one so long as he remains an Owner of a Lot subject hereto. Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments. However, memberships and assessments of every Owner of an approved Lot not within the Subject Property, which is connected to the Sanitary Treatment Facilities (herein

defined as Class B. Members), shall be limited to issues pertaining solely to said Facilities. The number of approved Lots not within the Subject Property which are or may be connected to the Sanitary Treatment Facilities shall be determined by the County of Kane.

### **Article 3, Section 2: Class of Voting Membership**

The Association shall have two classes of voting membership:

- a) Class A members shall be all Lot Owners within the Subject Property, including the Declarant, and shall be entitled to one vote for each Lot owned on all matters before the Association. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- b) The Class B members shall be those limited members described in Article 3, Section 1 hereof. Class B members shall be entitled to one (1) vote for each Lot owned and connected to the Sanitary Treatment Facilities, provided that Class B members shall have no right to vote on any Association matter except for matters concerning the Sanitary treatment Facilities. All other voting rights and restrictions contained in this Section 2 of Article 3 shall be applied to Class B members.

### **Article 3, Section 3: Voting Rights for Sanitary Treatment Facilities**

Notwithstanding any provisions herein to the contrary, until such time as the Owner of a Lot shall have a Residence constructed thereon and shall be occupying such Residence or obtain a certificate of occupancy therefore, such Owner shall be a member of the Association, but shall not have the right to vote on matters pertaining to Association control of Sanitary Treatment Facilities provided in this Declaration or the By-Laws of the Association. All Class A and Class B members shall have one vote for each Lot owned in all matters concerning the Sanitary Treatment Facilities to which they are connected.

## **ARTICLE 4 Covenants for Maintenance Assessments**

### **Article 4, Section 1: Creation of Lien and Personal Obligation for Assessments**

Each owner of a Lot (except as otherwise specifically provided by the provisions in Article 4, Section 9 hereof), by acceptance of a deed therefore or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay for each Lot owned to a management company or other collection agency designated by the Association or its successor: (1) annual assessments to be paid in equal monthly installments due on the first day of each month of each year (hereinafter called "Monthly Payment Dates") or in such other installments as the Board of Directors of the Association shall elect; (2) special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected by the Association; (3) special assessments for the purpose of capital improvements, such assessments to be fixed by the Association or its successor to be used solely for the purposes of the Emergency Trust Fund. Each annual and special assessment, together with such interest thereon and cost of collection thereof, including, but not limited to reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be separate and continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including, but not limited to, reasonable attorneys' fees, shall also be continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

## **Article 4, Section 2: Purpose of Assessments**

Each Owner, except Declarant, shall pay annual assessments to the Association or its successor representing the proportionate share of the expenses of maintenance, repair, replacement, administration and operation expenses of the Common Areas and Facilities. Said expenses shall be known as "Common Areas and Facilities Expenses". Said assessments shall be used exclusively to promote the health, safety and welfare of the resident on the Property and for the improvement, repair, upkeep, administration, insurance, services, supplies, taxes on, and depreciation and maintenance of the Common Areas and Facilities, all of which are within the Purpose of the Association as provided by this Declaration. Annual assessments shall also be included in said purposes for a "Capital Reserve Fund", specifically earmarked as a depreciation, repair, and replacement fund for Sanitary Treatment and Central Well Facilities, which are deemed necessary for protecting the health, safety, and welfare of the residents on the Property and the people of Kane County. Specifically, in order to carry out the purposes stated herein, the members of the Association do hereby understand and acknowledge the right of the County of Kane to impose upon the Association minimum financial requirements in the form of a one-time assessment to fund and "Emergency Trust Fund", as provided herein. Said fund is needed to ensure the satisfactory performance of the Facilities, as ordained in Resolution of the County Board of the County of Kane, which Resolution is by this reference hereby made a part of this Declaration. Any interest of any Owner in and to any reserve fund created herein or accumulated excesses shall be used for the purposes defined herein, including restrictions on usage established by the County of Kane, and shall automatically transfer and inure to such Owner's successor in interest.

## **Article 4, Section 3: Computation of Annual Assessments**

Payments of assessments shall be in such amounts and at such times as provided below:

- a) Until the first (1<sup>st</sup>) day of January following conveyance of the Common Areas and Facilities to the Association, the actual and maximum annual assessment shall be One Thousand and No / 100 (\$1,000.00) Dollars per Lot sold or conveyed by Declarant to another Owner.
- b) The Association shall include in its Annual Assessments for each Lot owner an amount equal to the estimated yearly expense, plus coverage of shortfalls from previous years expenses, divided by the number of Lots, for the maintenance of the Facilities, provided that the number of Lots used for dividing all assessments and reserves required for the Sanitary Treatment Facilities include all approved Lots not within the Subject Property, and provided further that such approved Lots be assessed not only for the initial, all annual, and any special assessments determined for said Sanitary Treatment Facilities, but also shall include as a separate initial assessment all extra costs associated with connecting into the said Facilities, whether on or off the site of the Subject Property, as described in Exhibit "B" attached hereto and made a part hereof.

The Association shall include in its yearly budget an amount covering the estimated annual depreciation of the Facilities. Said amount shall be set aside into a Capital Reserve Fund for the purpose of replacing or repairing depreciable equipment. The annual depreciation shall be estimated each year to account for any improvements, additions, or deletions of capital items which may from time to time occur.

The Association shall additionally assess each Lot Owner the sum of Two Hundred and No / 100 (\$200.00) Dollars per year to be used specifically for reforestation of the Common Areas. This assessment shall be included in the yearly budget and shall remain a budget item for a period of twenty (20) years commencing with the year of this agreement.

- c) On or before December 31<sup>st</sup> of the year in which conveyance of the Common Areas and Facilities is made to the Association, and on or before each November 1<sup>st</sup> thereafter, the Board of Directors shall estimate the total amount necessary to pay the cost of the



Common Areas and Facilities Expenses and such other items as provided for herein and in the By-Laws of the Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount as determined by the depreciation schedule attached hereto, incorporated herein, and referred to as Exhibit "C", for a Capital Reserve Fund to be used for contingencies and replacements, and shall, on or before December 1<sup>st</sup> of each year, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall also take into account any estimated net available cash income for the Year from the operation or use of the Common Areas and Facilities.

All obligations of the Owners hereunder, including, but not limited to the Common Areas and Facilities Expenses, for assessments, special assessments or other levies by the Association pursuant to this Declaration or the By-Laws of the Association, shall be determined according to the calculations shown on Exhibit "D", a copy of which is attached hereto. On or before January 1<sup>st</sup> of the ensuing year, and on the first day of January and the first day of July of every year thereafter, each Owner (except Declarant) shall be obligated to pay the Association or its successor one-half (1/2) the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the expenses actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited pro rata to each Owner by applying any such excess, as the Board of Directors of the Association sees fit, to expenses and / or reserves for the subsequent year.

- d) All monies collected by the Association, whether they be the reforestation monies, the annual assessments including the Capital Reserve Fund, or special assessments, if any, shall become the property of or be held for the Association, and shall not be refunded to any initial or subsequent Owner of a Lot. The provisions of Article 4, Section 4 shall control the ownership and use of the Emergency Trust Fund. If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or adjusted assessment on all Owners by a statement in writing, giving the amount and reasons therefore, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of thirty percent (30%) of the approved assessment must be approved by two-thirds (2/3) of members voting in person or by proxy at a meeting duly called for such purposes. Any increase in the annual assessment for the Emergency Trust Fund in excess of fifty percent (50%) of the approved assessment must be approved by a simple majority of members voting in person or by proxy at a duly called meeting.
- e) In addition to the annual assessment authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole, or in part, the cost of any taxes, construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas and Facilities, including fixtures and personal property related thereto, provided that any such assessments in excess of One Thousand and No / 100 (\$1,000.00) Dollars for each Lot in any assessment year shall require the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for the purpose. Any such assessment shall be levied equally per Lot against each Owner, including the Declarant Owner of any Lots. However, any assessment in excess of one thousand dollars (\$1,000.00) for each Lot in the assessment year for the purpose of defraying in whole or in part the costs for any taxes, construction, reconstruction, repair, or replacement of any capital improvement upon the Sanitary Treatment and Central Well Facilities shall require the assent of a simple majority of members voting in person or by proxy at a duly called

- meeting. Any such assessment shall be divided equally per Lot against each Owner, including Declarant Owner of any Lot.
- f) With regard to any Lot or Lots upon which homes are being constructed or have been completed and title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on those Lots on the same basis as any other Owner as provided in Article 4, Section 3 (a) – (c) hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a Capital Reserve Fund for contingencies or replacements, repair items or inventory items to the extent to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section, provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessment of each Owner by reason of this Section. The assessments charged to the Declarant and the amount of the Declarant's liability hereunder to satisfy any deficit or shortage in the Association's operating budget shall be the obligation of the Declarant and shall be a continuing lien upon the Lots held by the Declarant, subject to all the provisions of this Declaration regarding assessment liens. Until such time as the Transfer Date has occurred, the assessments covering the Lots which have not been sold by the Declarant may be paid on a monthly basis, or at its option, paid to the Association at the close of each calendar year without interest.
  - g) The failure or delay of the Association to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance cost, necessary reserves or adjusted assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing bi-annual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.
  - h) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Facilities, or abandonment of his Lot. Except as otherwise provided in this document, an Owner on the first day of January and the first day of July shall be personally liable for one-half (1/2) the annual assessment amount. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

#### **Article 4, Section 4: Emergency Trust Fund**

The Silver Glen Estates Emergency Trust Fund is hereby created specifically to provide continuing financial security for the operation of the Sanitary Treatment and Central Well Facilities described herein and in accordance with the requirements of the Resolution of the County Board of the County of Kane attached hereto. The purpose of the Emergency Trust Fund for the Sanitary Treatment and Central Well Facilities shall be to repair and / or replace the major capital equipment, buildings, and instrumentation, and all pipes and parts appurtenant thereto should a natural or man-made disaster or catastrophic breakdown damage said Sanitary Treatment and Central Well Facilities. Funds contained in the Emergency Trust Fund shall be used only and solely for said purpose, and shall not be used for the purpose of replacing worn out and depreciated capital facilities unless approved by the County of Kane, in order to prevent the impairment of service from the Facilities, restoring said Sanitary Treatment and Central Well Facilities to sound working condition as soon as possible, thereby protecting the health, safety, and welfare of the members of the Association and the people of Kane County.

All initial Lot purchasers, within the Property, and all approved Lots not within the Property to be connected to said Facilities, shall be assessed \$1,200 at the time of conveyance of ownership by the Declarant to the Owner, upon delivery of the down payment for such ownership, or upon agreement to connect to said Facilities, whichever occurs first. Said amount is to be deposited in the Emergency Trust Fund established for the purposes set forth herein. The Emergency Trust Fund shall be established with the County of Kane, wherein the Treasurer of Kane County and the President (or his designee) of the Association shall be joint trustees, and the signature of both parties shall be required to withdraw monies from the Emergency Trust fund. The Association and the County of Kane shall be the beneficiaries of said Emergency Trust Fund.

Either the Association or the County of Kane shall have the right to request withdrawal of funds from the Emergency Trust Fund, but the County of Kane shall approve all such requests. Owing to the emergency nature of any such request, both the Association and the County of Kane shall expedite the determination that an emergency has occurred, immediately thereafter approving withdrawal requests and authorizing the aforesaid signatures. Neither the Association nor the County of Kane shall have the right to withdraw monies from the Emergency Trust Fund except for the purposes set forth herein.

The initial amount assessed for advance funding of the Emergency Trust Fund (\$1,200 times the total number of lots connected to said Facilities, whether within or not within the Property) shall be the Principal amount of said Fund. Upon creation of the Emergency Trust Fund, the Principal amounts shall be deposited in an interest bearing account established as a joint trust between the Association and the County of Kane. For purposes of managing the Emergency Trust Fund, a ceiling and a floor on the amount contained in said Fund shall be established. Said ceiling and floor shall be determined as follows:

- a) The amount of interest earned in Said Fund shall be determined annually. Should the annual interest amount determined be less than the annual inflation amount, the Association shall immediately contribute the shortage to the Emergency Trust Fund, or shall include the needed amount in the next yearly budget and assessment.
- b) An amount equal to the rate of inflation for the same yearly period shall be determined by reference to the U.S. Department of Labor's Consumer Price Index for Metropolitan Chicago. The inflation amount so determined shall remain in said Fund, and be added to the Principal.
- c) Should the annual interest amount exceed the annual inflation amount, with the approval of the Kane County Treasurer, the amount of exceedence shall be paid to the Association, and said amount may be used for any purposes as determined by the Board of Directors of the Association. However, the Association may elect to retain said excess in the Emergency Trust Fund as a paid-in-surplus.
- d) Should there be a withdrawal of monies from the Emergency Trust Fund for the purpose stated herein (other than payment of interest in excess of Principal), the Board of Directors of the Association shall immediately authorize replenishment and shall immediately replenish the said Fund up to the Principal amount, as adjusted for inflation, from the Association's Capital Reserve Fund or from any insurance proceeds realized therefore. Should the Association have insufficient reserves for replenishment purposes, the Board of Directors shall immediately meet to authorize a special assessment for only this purpose. Any such special assessment for replenishment purposes shall ensure that fifty percent (50%) of the monies withdrawn from the Emergency Trust Fund shall be deposited in said Fund within six months of said withdrawal. The remaining fifty percent (50%) including any adjustment for inflation shall be deposited within one year of said withdrawal in the Emergency Trust Fund so that said Fund is replenished to its Principal amount including all adjustments for inflation.

If the Principal amount, adjusted for inflation, in the Emergency Trust Fund becomes excessively depleted, or if, for any reason the annual and special assessments for maintaining service of the Sanitary Treatment and Central Well Facilities fail to be collected, or if the Association fails to

operate and maintain the Facilities as required herein, then all members of the Association, and each member individually, hereby covenants and agrees, and shall be deemed to covenant and agree to the establishment by Kane County, at the sole option of the County of Kane, its successors and assigns, a Special Service Board as successor of the Association. This covenant shall be binding upon present and subsequent Lot Owners, including Lots owned by the Declarant. Said covenant shall take precedence now, and as long as these covenants shall be binding in law at the time when the County of Kane formally determines that said Association has failed as described herein.

The Special Service Board, if established as provided herein by resolutions of the County Board of the County of Kane, its successors or assigns, is hereby authorized to operate, maintain, levy and collect any assessments deemed necessary by the Special Service Board, and to administer the Sanitary Treatment and Central Well Facilities, including the Emergency Trust Fund, Capital Reserve Fund and Common Areas and Facilities Expenses Fund and any reserve or contingency fund created by the Association for the purposes of operating, maintaining, repairing, replacing, altering, improving, or administering said Facilities, Common Areas and Roadway Drainage Facilities, inclusive of depreciation. The Special Service Board is hereby authorized to include in the computation of assessments any and all amounts it deems necessary for the repayment of principal amounts and interest payments needed to retire outstanding debt, if any, and for reimbursement of any and all expenses incurred by the Special Service Board and by the County of Kane as the governing body, in carrying out all of the purposes of the Facilities, Common Areas and Roadway Drainage Facilities herein described. Further, the Special Service Board may avail itself of any remedy against an Owner in law or in equity including but not limited to those available to the Association as provided herein.

**Article 4, Section 5: Sanitary Treatment and Central Well Tap Fees**

Tap Fees for the Sanitary Treatment and Central Well Facilities are hereby created and established as a one-time payment by the initial Owner to the Declarant. Said Tap Fees shall be applied equally to each Lot within the Property and to approved Lots not within the Property which are connected to the Sanitary Treatment and / or Central Well Facilities. All Lots within the Property shall be connected to both the Facilities, and these and all other Lots shall remain connected to said Facilities until or unless prior written approval is received by both the Board of Directors of the Association and the County Board of the County of Kane.

The tap fees shall be a one-time payment by the Owner of a Lot connected to the Facilities. The amount of said tap fees shall be:

Sanitary Treatment Facilities	\$ 750
Central Well Facilities	<u>\$ 500</u>
Total Tap Fees	\$1,250

The tap fee payments to the Declarant shall be due upon issuance of the initial building permit for home construction for all Lots.

**Article 4, Section 6: Date of Commencement of Annual Assessments ('Due Dates')**

The annual assessments provided for herein shall commence for all Lots sold by the Declarant on the first day of the month following conveyance. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after the date of conveyance. The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association, setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Article 4, Section 7: Effect of Nonpayment of Assessments – Remedies of the Association or its Successors**

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the Due Date, the assessment shall bear interest from the date of delinquency at an annual rate equal to the prime rate of interest plus three (3) points then currently charged from time to time by the First National Bank of Chicago or its successor, and the Association or its successor may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Association) and / or bring an action at law against the Owners of the Lot and interest costs, penalties and reasonable attorney's fee for any such action(s) shall be added to the amount of such assessment judgment. If the assessments become three (3) months delinquent, the Owner acknowledges that the Association or its successor shall terminate water and sewerage service to structures on said Lot, provided there be a thirty (30) day written notice prior to such action. Upon completion of foreclosure proceedings, any funds collected shall first be used to pay delinquent Facilities assessments.

**Article 4, Section 8: Subordination of the Lien to First Mortgage**

The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage on a Lot recorded prior to the date upon which such assessment became due. Any lien involving the Sanitary Treatment or Central Well Facilities shall be forwarded immediately to said first mortgage institution, which institution shall require Owner to pay the amount of the lien, plus interest as may be assessed, to the Association or its successor. All Owners hereby covenant and agree to authorize said institution to take any and all steps it deems necessary, prudent, and reasonable to assure prompt payment of all obligations under said lien, first of the Emergency Trust Fund and, second, for all other obligations herein created for the Common Areas and Facilities. No sales or transfer shall relieve such Lot from the liability for any assessment or lien thereafter becoming due.

**Article 4, Section 9: Exempt and Partially Exempt Property**

The following Property subject to this Declaration shall be exempt from the assessments created herein:

- a) All properties dedicated to and accepted by a local public authority, and properties granted to or used by a utility company.
- b) The Common Areas
- c) Sanitary Treatment and Central Well Facilities

The following Property subject to this Declaration shall be partially exempt from the assessments created herein: all approved Lots not within the subject property, which Lots are connected to the Sanitary Treatment Facilities or Central Well Facilities, shall be subject to the initial assessment as described herein, and subsequently shall be assessed for the amount determined by the Association or its successor to be required for operation, maintenance and replacement of said Sanitary Treatment Facilities or Central Well Facilities as provided herein, specifically inclusive of the obligations pertaining to the Emergency Trust Fund. Such Lots shall be exempt from all other assessments by the Association or its successor for the Common Areas.

Once an exemption is created pursuant to this Section 9, it shall continue until such time as a conveyance is made under a) above, at which time the exemption created thereunder shall cease and said Property shall be subject to all terms and conditions of this Declaration.

#### **Article 4, Section 10: Collections and Record Keeping**

The Association shall provide for professionally certified management of the administrative tasks regarding the collection of annual and any special assessments, and records of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing maintenance, repair, reconstruction, and replacement expenses incurred. The Association shall maintain the records and account books of the Association in an orderly, timely, and accurate fashion following generally accepted accounting principles, and as requested by the County of Kane. Such records shall be available for inspection by any Owner, the County of Kane, and any first mortgage institution of record at such reasonable times during normal business hours as may be requested by said parties.

#### **Article 4, Section 11: Expansion of Sanitary Treatment Facilities**

The Association and the Declarant acknowledge the future possibility of the expansion of the Sanitary Treatment Facilities to serve Lots not within the Property. Pursuant to said expansion of the Sanitary Treatment Facilities, the Owner, whether the Declarant or the Association, of said Facilities may assess any Lot to be connected to the Sanitary Treatment Facility a charge to reimburse the Owner of the Sanitary Treatment Facilities a pro rata share of the original cost of the Sanitary Treatment Facilities and the actual cost of the expansion of said Sanitary Treatment Facilities in addition to the assessments provided for herein.

Pursuant to any agreement to connect to the expanded Sanitary Treatment Facilities or Central Well Facilities any Owner not within the Property, neither the Association nor the Declarant may assess such an Owner an amount in excess of the Owner's actual pro rata share of the total cost of the Facilities adjusted for inflation, including expansion. Any amount so assessed in addition to the one-time \$1,200 assessment need not be deposited in the Emergency Trust Fund.

### **ARTICLE 5 Architectural Control**

No dwelling, house or accessory building shall be erected on any Lot and no exterior alteration shall be made to any dwelling, unless and until the plans and specifications for it, showing the nature, shape, size, architectural design, materials, location, approximate cost and proposed landscaping, shall have first been submitted to and unanimously approved in writing by the Architectural Review Committee consisting of three (3) members selected by the Declarant, one of whom shall be a registered architect. Plan submittal shall be in two stages. Preliminary plans indicating exterior design, plan arrangements and building size shall be submitted initially to the Association, which shall then transmit it to the aforesaid committee. Following approval of preliminary plans, construction working drawings and specifications, final landscape plans, and exterior color scheme shall be submitted for final approval. A fee will be paid by the applicant for the plan review; said fee will be established by the Association and will be on an hourly basis at the prevailing rate at that time.

The Architectural Review Committee shall have twenty-one (21) days from the date of the transmittal of architectural plans to either approve or disapprove of them. Such approval shall be subject to satisfaction of any and all County requirements.

When occupancy Certificates have been issued for fifty (50) Lots in the Property, then the Architectural Review Committee shall thereupon consist solely of a committee having two (2) members selected by the Declarant, one of whom shall be a registered architect, and one member selected by the Association.

When occupancy Certificates have been issued for one hundred (100) Lots in the Property, then the Architectural Review Committee shall thereupon and thereafter consist solely of a committee selected by the Association and subject to any architectural controls and / or building standards

that said committee shall adopt with the advice and consent of the Association's Board of Directors.

Declarant shall send written notice to the Association when all Lots in the Property are sold and conveyed to Purchasers.

## **ARTICLE 6 Operation and Maintenance**

### **Article 6, Section 1: Responsibility**

The Declarant shall operate and maintain the Common Areas and Facilities, including the Central Well, Sanitary Treatment, and Stormwater Management Facilities, until the construction of said items are found to be acceptable to the County of Kane as per applicable ordinances and the Illinois Environmental Protection Agency permit. Declarant shall remain responsible for operation and maintenance (hereinafter referred to as O&M) of the Common Areas and Facilities until the conditions set forth in Article 2, Section 3 have been fulfilled.

The Association, through its Board of Directors, thereafter shall operate and maintain the Common Areas and Facilities. The cost of said O&M shall be part of the 'Common Areas and Facilities Expense'. The Association shall plant, maintain, and replace, as necessary, landscape materials and any other improvements on the Common Areas as part of the O&M procedure.

If the Declarant or Association fails to operate and maintain said Facilities, the County of Kane may exercise its police power and cause the Special Service Board to be created, which Board shall operate and maintain the Common Areas and Facilities as herein provided.

### **Article 6, Section 2: Level of Service**

The Declarant shall provide to the Association, the County of Kane, and other local or state agencies as required, one or more Operation and Maintenance Manuals (hereinafter O&M Manuals) prior to acceptance of the Common Areas and Facilities by the Association. The O&M Manual(s) shall be prepared and / or certified by the appropriate Design Engineer. The O&M Manual(s) shall contain operating procedures and schedules, lists of maintenance items, and schedules for performing preventative maintenance and upkeep on the Common Areas and Facilities. At a minimum, said O&M Manual(s) shall cover the Central Well, Sanitary Treatment (including spray irrigation park), and Stormwater Management Facilities.

The Association shall provide copies of periodic (i.e. quarterly) reports to the County of Kane of pertinent operation and maintenance records as outlined in the O&M Manual(s). Failure to do so may be cause for the County of Kane to exercise its power referred to in Section 1 of this Article 6.

### **Article 6, Section 3: Stormwater Management Facilities**

Drainageways and stormwater storage areas shall remain serviceable and shall not be filled or otherwise altered by the Owners, or any other person, including siltation, in any way which would adversely affect the functioning of such drainageways, stormwater storage areas or other Stormwater Management Facilities. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot whether vacant or improved, which is required by the foregoing, at reasonable times and in a reasonable manner, the Association shall be required to perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable, and the Association shall have such rights and remedies with respect to collection of them as are herein provided for annual assessments.

The Declarant shall provide the Association and the County of Kane with O&M Manual(s) for the Stormwater Management Facilities for their review prior to acceptance of said manuals. The O&M Manual(s) shall include maintenance procedures, schedules, and lists in compliance with local, County of Kane, and state rules, regulations, and standards, including those recommended by U.S. Soil Conservation Service and the Illinois Environmental Protection Agency (hereinafter IEPA), especially regarding soil erosion control methods.

#### **Article 6, Section 4: Facilities Located in Public Rights-of-Way**

The responsibility of the Association shall include the maintenance, repair, and upkeep of all Facilities located in dedicated public rights-of-way. Such responsibility shall include:

- a) The cost of restoring any roadway and right-of-way to its original condition caused by damage from the repair, malfunction, or maintenance of the Facilities.
- b) The cost of relocating any of the Association's Facilities caused by any maintenance or reconstruction of public roads in or adjacent to the subdivision.
- c) All special amenities, including but not limited to brick pavers, front entryway treatment or signage, located within a dedicated public right-of-way within or adjacent to the subdivision and owned by the Association shall be maintained, repaired, and / or replaced, as necessary, at the Association's expense.
- d) No landscaping, planting, grading, excavation, or filling of any nature shall be permitted within any public right-of-way within or adjacent to the subdivision by any Owner or by the Association, unless and until plans therefore have been submitted to and approved in writing by the governing authorities of such public right-of-way.

#### **Article 6, Section 5: Sanitary Treatment and Central Well Facilities**

Upon completion of the Sanitary Treatment and Central Well Facilities, and prior to the issuance of any occupancy permits for any homes, the Declarant or the Association's Board of Directors shall contract with a utility management corporation having a licensed operator or operators of the proper classification determined by the IEPA to operate and maintain all Facilities, including equipment in the Common Areas. Any and all costs and expenses incurred for contracting with the management corporation for operation and maintenance of Facilities shall be paid for from the 'Common Area and Facilities Expense' funds. The Association shall assure that any corporation or individual contracted to perform operation and maintenance as described herein for said Facilities shall be capable of doing business within the State of Illinois, shall demonstrate appropriate experience and capability with similar systems, preferably including land application systems and public water supply systems, shall have a service history acceptable to the County of Kane, and shall be properly certified or bonded, as required by local, county, or state rules, regulations and ordinances.

The Declarant shall provide the Association and the County of Kane with O&M Manuals prepared by and / or certified with the appropriate stamp of a Professional Engineer for the Sanitary Treatment and Central Well Facilities for their review prior to acceptance of said manuals. The O&M Manuals shall include maintenance procedures, schedules, and lists in compliance with local, County of Kane, and state rules, regulations, and standards, including those recommended by the American Water Works Association, the Water Pollution Control Federation, the National Association of Sewer Service Contractors, or similar professional organizations.

The Declarant and the Association, in recognition that fire protection is not now a part of the Central Well Facilities, hereby agree to supply and pay for the installation of fire hydrants, if the Central Well Facilities are improved or conveyed to a public entity that can provide fire flows through the Central Well System, pursuant to Article 2, Section 3.



No structures, wire or fences, or other obstructions of any kind may be constructed in or across such lands except for easements for utilities designated on the plat or granted after the date of recording thereof.

#### **Article 6, Section 6: Testing**

Upon completion of the Facilities the Declarant or the Association's Board of Directors shall provide for water quality samples and testing, and inspection of the Facilities in compliance with applicable IEPA or county of Kane rules, regulations and standards. The Declarant or the Association's Board of Directors shall contract with an IEPA-certified laboratory to provide any and all required water quality testing. Copies of all test results shall be promptly forwarded to the County of Kane. If any tests indicate that regulations and standards are being violated the Declarant or the Association's Board of Directors shall take whatever steps may be necessary to cure such violation. Any and all costs and expenses of curing any violations shall be a charge against the 'Common Area and Facilities Expense' fund.

#### **Article 6, Section 7: Sale of Sanitary Treatment and / or Central Well Facilities**

The Association may, only upon prior written approval by the County of Kane and upon the approval of two-thirds (2/3) of the voting membership of the Association, sell, convey, or transfer ownership, and all obligations and conditions herein described, of the Sanitary Treatment and Central Well Facilities to a public or private entity approved by the County of Kane.

The following conditions shall pertain to the said sale:

- a) Any monies collected by the Association in sale of any equipment or component of the Facilities shall revert to the Emergency Trust Fund.
- b) Any monies collected by the Association from reimbursement by the purchasing entity for any Facilities to remain in place and be owned by said entity shall revert to the Emergency Trust Fund.
- c) All monies contained in the Emergency Trust Fund shall be used to finance any facilities required under the terms of the sale in the event it is necessary to connect with said entity's sanitary treatment facilities.
- d) Any monies remaining in the Emergency Trust Fund shall become the property of the Association, and its Board of Directors may direct the use of such monies as it deems necessary for the health, safety, and welfare of the members of the Association.
- e) All lands used for Sanitary Treatment or Central Well Facilities not conveyed to said entity shall remain in the ownership of the Association, and its Board of Directors may direct usage of said lands as it deems to be in the interest of the members of the Association.

#### **Article 6, Section 8: Easement for Sanitary Treatment and / or Central Well Facility**

The Declarant hereby grants an easement of ingress and egress over the parcels designated as Parcel 2, Parcel 3, and Parcel 4 on the plat of subdivision dated the 24<sup>th</sup> day of May, 1990.

Said easement for the ingress and egress onto said parcel shall run to the benefit of the Association, the State of Illinois, County of Kane, Township of St. Charles, the Federal Environmental Protection Agency, the IEPA and any other governmental body for purposes of inspecting, maintaining or repairing said Facilities.

#### **Article 6, Section 9: Central Well Facilities Ownership and Performance**

The Central Well Facilities described in part a) of Article 1, Section 8 shall become the property of the Association as provided for herein and shall be operated, maintained, and managed by a management corporation under contract to the Association as herein provided for the benefit of all the residents of the development. Performance of all operating and maintenance procedures

shall be in compliance with all applicable local, state, and federal rules, regulations, ordinances, laws, and all other standards as may be referred to herein.

#### **Article 6, Section 10: Sanitary Treatment Facilities Ownership and Performance**

The Sanitary Treatment Facilities described in part a) of Article 1, Section 9 shall become the property of the Association as provided herein, and shall be operated, maintained, and managed by a management corporation under contract to the Association as herein provided for the benefit of all of the residents of the development and the people of Kane County. Performance of all operation and maintenance procedures shall be in compliance with all applicable local, state, and federal rules, regulations, ordinances, laws, and all other standards as may be referred to herein.

### **ARTICLE 7 External Control**

#### **Article 7, Section 1: Nuisances**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### **Article 7, Section 2: Development Activity**

Notwithstanding any other provision herein, any Owner, including the Declarant, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property.

#### **Article 7, Section 3: Temporary Structures**

No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be erected or placed on any Lot at any time either temporarily or permanently, except on Common Areas, or when required for construction or repair of Sanitary Treatment or Central Well Facilities.

#### **Article 7, Section 4: Signs**

No sign or billboards of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, or signs used to advertise the Property during the construction and sales period, which signs shall be in compliance with the applicable ordinances of the County of Kane.

#### **Article 7, Section 5: Parking or Keeping of Vehicles**

No vehicles are to be parked on any part of any Lot, except upon driveways or within attached garages, and no campers, vans, pickup trucks, recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot, unless said vehicle is used for the maintenance, improvement or construction of the Facilities.

#### **Article 7, Section 6: Garbage and Refuse Disposal**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### **Article 7, Section 7: Sight Distance at any Street or Road**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any Lot or outlet within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Article 7, Section 8: Manufacturing**

No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes, excepting therefrom the property used for the purpose of operating the Facilities.

**Article 7, Section 9: Building Standards**

No dwelling shall be erected or maintained on said property unless the gross interior living space of the dwelling (excluding those portions of the dwelling below finish grade elevation, garages, balconies, sun roof or porches) meets the minimum requirement of 2,800 square feet per one-story dwelling and 3,000 square feet per two-story dwelling.

**Article 7, Section 10: Detached Buildings**

No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot unless approved by the Architectural Review Committee taking into consideration the location of the building and its aesthetic effect on the adjoining Lots. This section shall not apply to accessory buildings for swimming pools, which may be located only in the rear yard, subject to the County of Kane's applicable rear yard requirements and subject to approval by the reviewing committee as established in these declarations. However, detached accessory buildings are permitted on Common Areas when required for construction, repair, maintenance, or operation of the Sanitary Treatment or Central Well Facilities.

**Article 7, Section 11: Landscaping**

To preserve the aesthetic appearance of the development, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans therefore have been submitted and approved, in writing, by the Architectural Review Committee. The Architectural Review Committee shall have twenty-one (21) days in which to approve said plans. The Architectural Review Committee shall be entitled to promulgate standards with respect to acceptable landscaping plans. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines or streets and roadways within the development shall be placed or permitted to remain on any Lot where such hedge, shrubbery or tree interferes with traffic sight-lines, including sight lines at the intersection of a driveway and a road or street in the development. No Owner other than the Declarant shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level without obtaining the prior approval of the Architectural Review Committee except as set forth in the preceding sentence and provided, further, that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives as well as other dead or diseased shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner of such Lot.

All landscaping must be completed in accordance with the landscaping schedule approved by the Architectural Review Committee.

### **Article 7, Section 12: Utilities**

All electric service, telephone service and other utilities shall be supplied by underground service and no poles shall be permitted.

### **Article 7, Section 13: Piers, Motorized Boats, Snowmobiles and ATV's**

Piers, diving ramps and docks shall not be permitted anywhere along any body of water as shown on the Plat of Subdivision (except as approved by the reviewing committee). Motorized boats shall not be permitted on any body of water in the Subdivision. Neither snowmobiles nor all-terrain vehicles shall be operated anywhere in the Subdivision.

### **Article 7, Section 14: Garages**

All houses shall have attached garages, which shall contain a minimum of seven hundred fifty (750) square feet, sufficient to accommodate at least three standard sized automobiles and shall not have any doors which directly face the front yard of the house.

### **Article 7, Section 15: Exterior Wall Area Materials**

- a) Masonry. Any use of masonry on the exterior wall area must be constructed of stone, brick or other acceptable masonry materials. Imitation stone, imitation brick, exposed concrete or exposed cinder block are not permitted for exterior wall areas.
- b) Wood. Exterior wall areas may be constructed of natural wood. Aluminum siding is not permitted.
- c) Glass construction. Not more than forty percent (40%) of the exterior wall area may be constructed of glass. Atriums, greenhouses and other glass structures are not subject to this limitation.
- d) None of the provisions of this section apply to the Sanitary Treatment or Central Well Facilities.

### **Article 7, Section 16: Roof Pitch**

The minimum roof pitch visible from the front of each house is as follows:

- a) One Story House – 7/12
- b) Two or More Stories – 7/12

Roofs may only be constructed of medium thickness cedar shake shingles or other as approved by the review committee.

### **Article 7, Section 17: Exterior Lighting and Mailbox Posts**

Each house should have some type of exterior identification lighting for safety and convenience. Only wooden mailbox posts may be used in the Subdivision.

### **Article 7, Section 18: Tennis Courts and Swimming Pools**

Both of these structures will require a special building permit from the County of Kane. They cannot be located within a front or side yard, but can be located in the rear yard area subject to setback requirements of the County of Kane zoning ordinances.

### **Article 7, Section 19: Fences and Hedgerows**

No fences or hedgerows may be erected or maintained in the front or side yards. Chain link fences are permissible for dog runs and kennels and for the Sanitary Treatment and Central Well Facilities. All tennis courts, swimming pools, dog runs and kennels must be screened from visual observation along any interior street within Silver Glen Estates. Fencing for swimming pools shall be at least fifty (50) percent open subject to the Ordinances of the County of Kane. Said plans are subject to review by the committee established pursuant to Article 5 of the Declaration.

### **Article 7, Section 20: Development Activity**

Notwithstanding any other provision herein, the Declarant and / or its beneficiaries, shall be entitled to conduct on the Property all activities normally associated with and convenient to the construction and sale of single-family residential units on the Property, including but not limited to, the right to maintain a sales office, signs, trailers and other operations incidental to the promotion and sale of portions of the Property.

### **Article 7, Section 21: Miscellaneous Controls**

- a) Metallic flagpoles are prohibited. Non-metallic flagpoles less than 25 feet in height are permitted.
- b) Trees, shrubs and other vegetation may not be planted on corner lots in a manner which will obstruct the vision of a vehicle approaching within 25 feet of the intersection.
- c) Awnings or canopies may not project more than three feet from the building and may only be placed in the rear yard.
- d) Open air laundry facilities are prohibited.
- e) Exterior television and radio antenna are prohibited. The installation of satellite dishes will be subject to approval of the Architectural Review Committee. The Architectural Review Committee shall approve the installation of a satellite dish provided that the installation of the satellite dish does not have a negative influence on the aesthetics of the Lot as viewed from the street and is accompanied by a landscaping plan.
- f) Above-ground swimming pools are prohibited.
- g) Dog runs and kennels are to be screened from visual observation along any interior street within Silver Glen Estates and are restricted to a maximum of 10 feet x 30 feet.
- h) All downspouts and sump pumps shall discharge and / or convey stormwater into storm retention / detention facilities as required by the County of Kane. In no event shall sump pumps or downspouts be discharged into the Sanitary Treatment Facilities. In the event a sump pump or downspout is found to discharge into the Sanitary Treatment Facilities, the owner of said sump pump shall immediately disconnect from said Facilities, and shall, within thirty days, pay an additional assessment equal to that year's annual assessment.
- i) There will be no alteration of existing wetlands or floodplain areas.
- j) Each Owner shall provide for parking of at least three (3) automobiles in garages equipped with garage doors. All automobiles owned or used by the Owners and family members other than temporary guests and visitors shall be parked in garages to the extent that the garage space is available and the garages shall not be used for storage or, otherwise, so that they become unavailable for parking cars therein. The Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot. It is expressly prohibited to park any mobile home, trailer, motor home, tractor, truck (other than a recreational van), commercial vehicles of any kind, camper, motorized camper or trailer, boat or watercraft, boat trailer, motorcycle or any other related forms of transportation devices. No Owner shall repair or restore any vehicle of any kind, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.
- k) Lawn sprinkling on individual Lots shall be subject to conditions and restrictions imposed by the Association's Board of Directors.

- l) Each house shall have an individual water meter with remote readout on the outside of the home near the electric meter. The water meter shall be Rockwell on one inch Sealed Register type or equivalent.

## **ARTICLE 8 Easements**

The Common Areas and Facilities are to be subject to utility easements in favor of any applicable governmental agency and / or public utility company for sewer, water, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not described for them prior to conveyance of the Common Areas and Facilities, the Homeowners Association may grant them later. In no event can the Association grant any easement that may interfere with the operation of the Facilities.

## **ARTICLE 9 Insurance**

### **Article 9, Section 1: Insurance Policy**

The Declarant shall obtain insurance indemnifying the Facilities against any loss or damage for the full cost of all replaceable items included therein prior to and until the Facilities are conveyed to the Association. Said policy of insurance shall not be cancelled unless and until the Association obtains similar insurance therefore. Said insurance shall be evidenced by a certificate of insurance provided to the Kane County Treasurer. The Emergency Trust Fund shall be the named insured therein and no other individual or entity shall be included or added thereto.

The Association shall acquire and pay for out of its annual budget herein provided for, the following:

- a) The Association shall have authority to and shall obtain insurance for the improvements in or upon the Common Areas and for the Facilities against loss or damage by fire, vandalism and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost thereof. Any losses under such policies of insurance shall be payable to the Association, and all insurance proceeds recovered thereunder shall be applied to repair and restore the losses incurred as determined by the Board. The Board of Directors shall purchase and keep a separate policy of insurance with the Emergency Trust Fund as named insured and including no other named or additional insured for the value of the replaceable parts of the Facilities due to the losses enumerated herein. However, any recovered losses to the Facilities shall first be paid into the Emergency Trust Fund to replenish any funds withdrawn for such purposes. Said policy of insurance for the Facilities shall be evidenced by a certificate of insurance to be provided to the Kane County Treasurer. Said certificate shall also provide at least a 90-day notice of cancellation to said Treasurer.
- b) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, provided that such limit shall not be less than \$1,000,000.00 per occurrence for death, personal injury or property damage, insuring the Association, the Board, the Declarant, the Developer, the Management Agent, if any, and their respective agents and employees, and the Owners, from any liability in connection with the Common Areas and Facilities and insuring the County of Kane, its municipalities and townships, and their agents and employees from any liability for damage to property only, in connection with any pipes, or force main crossings owned by the Association and located within the right-of-way of public streets.
- c) Such other forms of insurance as the Association shall elect to procure and such other forms of insurance, including such workmen's compensation insurance, as may be necessary to comply with applicable laws.
- d) A fidelity bond or bonds to protect against dishonest acts on the part of the officers, directors, and employees of the Association and all others who handle, or are responsible

for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in such amount as the Association deems necessary.

#### **Article 9, Section 2: Payment of Premiums**

Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be payable out of the Maintenance Fund.

#### **Article 9, Section 3: Notification of Cancellation**

Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

#### **Article 9, Section 4: Insurance of Owners**

Each Owner shall be responsible for his own general liability insurance and insurance on his Lot, Residence, and the contents and furnishings thereof.

### **ARTICLE 10 General Provisions**

#### **Article 10, Section 1: Management**

The Association shall have the power to employ a manager (managing agent), an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and fix their compensation, and / or enter into a contract with a management company. Such management contract agreement shall be for a period of not more than one (1) year, renewable by agreement of the parties for successive periods of not more than one (1) year each, and shall provide for the Association's right to cancel said agreement for cause upon the Association's written thirty (30) day notice to the management of its intent to do so.

#### **Article 10, Section 2: Remedies**

In the event of a default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Association or its successor shall have each and all the rights and remedies which may be provided for in the Declaration, the By-Laws and said rules and regulations and those which may be available at law or in equity, and shall prosecute any action or other proceedings against such defaulting Owner and / or other for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed exclusive of any other remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common Areas and Facilities Expenses (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot or located elsewhere on the Common Areas and Facilities. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or its successors.

All the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Association are mutually enforceable by and among the members of the Association and where

applicable by the County of Kane. Any member who feels that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true and that corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation as unworthy of action, or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

The Declarant or the Association shall reimburse the County of Kane, its officers, employees, agents or assigns for the cost of defending any claim arising or in any way connected with this Declaration of Covenants, Conditions, and Restrictions arising from the use, operation and maintenance of the Facility.

### **Article 10, Section 3: Land Trusts**

In the event title to any Lot should be conveyed to a land title-holding trust, under which all powers of management, operation and control of the premises remain vested in the Trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequestered funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest in the title to such real estate.

Nothing in this Section 3 shall be deemed to alter or diminish the rights or remedies of the Association or its successors under Article 4, Section 7, relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

### **Article 10, Section 4: Amendments**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty-year period or any extension thereof, which termination shall be written instrument signed by seventy-five percent (75%) of the Owners and the County of Kane, Illinois, and properly recorded in Kane County, Illinois. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Declarant's membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. The prior written approval of the County of Kane, Illinois, shall be required to amend the Declaration in any manner which would affect the provisions of the following portions of this Declaration: the Preamble; Article 1; Sections 1 and 3 of Article 2; Article 3; Article 4; Article 6; Article 7; Article 8; Article 9; and Article 10. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone except the County of Kane, Illinois, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Kane County, Illinois. Declarant further reserves prior to closing of the sale of all of the Property all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision. Further, nothing contained in this Section shall have application to nor require consent for the Declarant's recording any Supplementary



Declaration pursuant to the provisions of Section 10 of this Article relative to the annexation of additional properties.

#### **Article 10, Section 5: Notices**

Notice provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

#### **Article 10, Section 6: Severability**

Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### **Article 10, Section 7: Rights and Obligations**

The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Declaration and the By-Laws, whether or not mention thereof is made in said deed.

#### **Article 10, Section 8: Rights and Duties of Institutional Holders**

Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

- a) Upon written notice in the manner prescribed by Article 10, Section 5, directed to the Association by any first mortgagee of a dwelling on a Lot, the following actions will require notice to all said institutional holders:
  - 1) Abandonment or termination of the Association;
  - 2) Material amendment to the Declaration, By-Laws or Articles of Incorporation; and
  - 3) Termination by the Association of professional management and assumption of self management by the Association.
- b) Upon request in the manner prescribed above of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Association's rules and regulations which is not cured within thirty (30) days.
- c) Each first mortgagee of a dwelling on a Lot shall have the right to examine the books and records of the Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and Facilities or any portion thereof. First mortgagees may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of the within subsection in such forms as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of all such mortgagees.
- d) Institutional holders or first mortgage of a dwelling on a Lot shall, in addition, upon written request, have the right:
  - 1) to receive annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and

- 2) to receive written notice of all meetings of the Association and to designate a representative to attend all such meetings; and
  - 3) to receive written notice of deficiency of Principal in the Emergency Trust Fund.
- e) In the event of: (1) damage or destruction of any Common Area or Facilities, the cost to repair which exceeds Twenty-Five Thousand and no / 100 Dollars (\$25,000.00); or (2) the Common Areas or Facilities becoming the subject of any condemnation or eminent domain proceeding, the Association shall give timely written notice of same to all institutional holders of first mortgage liens and the County of Kane.
- f) No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the dwellings thereon shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of dwellings pursuant to their mortgages, in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas and Facilities, or any portion thereof or interest therein.

#### **Article 10, Section 9: Actions Requiring Three Quarters Vote**

Unless at least seventy-five percent (75%) of the Owners and by the Declarant, if the Declarant's membership has not theretofore terminated, have given their prior written approval, the Association shall not be entitled to:

- a) by act or mission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, or any portion thereof or interest therein; except that the granting of easements for public utilities, the dedication to a public park district or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause, and in no event shall the Facilities, or any interest therein, be abandoned, partitioned, subdivided, sold, or transferred without the prior written approval of the County of Kane.
- b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;
- c) by act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;
- d) fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Areas and Facilities on a current cost of replaceable items basis in an amount not less than one hundred percent (100%) of the insurable value (based on current cost of replaceable items); or
- e) use hazard insurance proceeds for losses to any improvements comprising a part of the Common Areas and Facilities for other than repair, replacement or reconstruction of such improvements. In no event may hazard insurance proceeds involving the Facilities be used for purposes other than those approved in the Emergency Trust Fund for said Facilities.

#### **Article 10, Section 10: Headings**

The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Section or subdivisions of another document or instrument.

**Article 10, Section 11: Conflicts**

In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

**Article 10, Section 12: Perpetuities and Restraints on Alienation**

If any options, privileges, covenants or rights created by the Declaration would otherwise be unlawful or void or a violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rules restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of James Thompson, Governor of the State of Illinois, and George Bush, President of the United States of America.

**Article 10, Section 13: Declarant's Reservation of Right**

Declarant intends to develop additional lots on property adjacent to the Subject Property as described in Exhibit A, and a supplemental legal description of said adjacent property being attached as Exhibit E. Declarant shall have the right to amend this Declaration of Covenants, Conditions and Restrictions by adding portions of the property described on Exhibit E when such property has been subdivided, making those newly developed lots part of the Subject Property covered by this Declaration. In order to make such newly developed lot part of the Subject Property, Declarant shall record an amendment to this Declaration changing the Exhibit A legal description of the Subject Property to include another portion or the Exhibit E property. Declarant may amend this Declaration as often as is desired by Declarant. Declarant's right to add the additional property will terminate five (5) years from the date this Declaration was originally recorded in Kane County as part of the Silver Glen Estates Development. The mere recording of the Amendment with the revised Exhibit A legal description shall be sufficient to bring the additional property within the control of this Declaration.