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**AMENDED, RESTATED AND**  
**SUPPLEMENTARY DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR HERITAGE OAKS**  
**OAK BROOK, ILLINOIS**

ATTORNEY'S TITLE GUARANTEE FUND, INC.

Prepared By and Mail To:  
Molly B. Murphy  
O'Brien & Associates, P.C.  
17W200 22nd Street  
Oakbrook Terrace, Illinois 60181

**AMENDED, RESTATED  
AND SUPPLEMENTARY  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERITAGE OAKS  
OAK BROOK, ILLINOIS**

THIS AMENDED, RESTATED AND SUPPLEMENTARY DECLARATION is made this 12<sup>th</sup> day of September, 1996, by the HERITAGE OAKS PRIVATE ROADWAY ASSOCIATION.

WHEREAS, American National Bank and Trust Company of Chicago, as Trustee under Trust No. 42214, ("Declarant"), was the owner of the real property in the County of DuPage, State of Illinois and shown on the plat of subdivision of Heritage Oaks Subdivision recorded as Document No. R80-51476 on the 2<sup>nd</sup> day of September, 1980, and amended by Document No. R80-72761 recorded on the 21<sup>st</sup> day of November, 1980, in DuPage County, Illinois; and

WHEREAS, the Declarant deemed it desirable to impose a general plan for the improvement and development of the Property described herein with the use of private roadways and to adopt and establish covenants, conditions and restrictions for and upon the Property and each and every lot and portion thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof which Declaration of Covenants, Conditions and Restrictions was originally adopted on July 28, 1980; and

WHEREAS, Declarant deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property to create a corporation to which it delegated and assigned the power and duty of administering the use and maintaining the retention ponds, private roadways and all private improvements located on or in the retention ponds and private roadways, including, but not limited to, culverts, inlets, drainage pipes, the roadway pavement, appurtenant drainage lines and ditches, grass, landscaped areas, entrance monuments, structures and other identification features of the Property; and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, HERITAGE OAK GROUP, INC., hereinafter referred to as "HERITAGE", was the developer of the Property; and

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WHEREAS, HERITAGE OAKS PRIVATE ROADWAY ASSOCIATION, a nonprofit corporation, hereinafter referred to as "Association," was incorporated under the laws of the State of Illinois for the purpose of exercising the powers and functions aforesaid and was assigned such rights and powers; and

WHEREAS, a First Amendment to the Declaration was recorded on May 29, 1987 as Document No. R87-077015 and a Second Amendment was recorded on November 21, 1989 as Document No. R89-147348; and

WHEREAS, a further plat of subdivision was recorded as Document No. R89-148877 annexing additional property to the terms of the Declaration (all such property subject to the terms of the Declaration and described on Exhibit A hereto being referred to herein as the "Property"); and

WHEREAS, the Association desires to amend and restate the terms of such Declaration herein;

NOW, THEREFORE, all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole Property described herein and the owners thereof, their successors and assigns.

## ARTICLE I

### GENERAL PURPOSES OF THIS DECLARATION

#### Section 1. Easement

A nonexclusive easement has been heretofore and is hereby declared and granted to the owners, and their successors and assigns of the Property, as shown on the plat of subdivision of Heritage Oaks and to tenants, guests and invitees thereof, for the purpose of vehicular and pedestrian ingress and egress over, upon and across those portions of the Property shown and identified on Exhibit "B" to the original Declaration attached thereto and referred to as "Private Roadways." The covenants, conditions, restrictions and easements herein contained shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

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#### Section 2. Covenants

The Property is subject to the covenants hereby declared to insure proper use and maintenance of the Retention Ponds and Private Roadways upon the Property and all private

improvements located on the Private Roadways, including, but not limited to, the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property, all for the benefit and convenience of all owners of the Property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

## ARTICLE II

### MEMBERSHIP

#### Section 1. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in, or is the lessee of, any lot which is subject by covenants of record or by lease to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner or lessee shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from the fee ownership or lease of any lot which is subject to assessment by the Association. Ownership or lease of such lot shall be the sole qualification for membership. In the event a lot is leased, except as otherwise provided in the lease, the voting rights hereinafter set out shall be exercised by the owner.

#### Section 2. Transfer

The membership held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such lot or lease, and then only to the purchaser or deed of trust holder of such lot or lease. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot or lease should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon the books of the Association.

#### Section 3. Voting Rights

(a) Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such 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.

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(b) A member's voting rights shall be suspended if such member has failed to perform any duties or obligations hereunder, including the duty to pay assessments, or otherwise is in violation of any covenants or obligations in this Declaration.

(c) All voting rights shall be subject to any further restrictions and limitations provided herein and in the Articles of Incorporation and By-Laws of the Association.

### ARTICLE III

#### RIGHTS IN THE PRIVATE ROADWAYS

##### Section 1. Member's Easements

Every member shall have a right of enjoyment and an easement in and to the Private Roadways as hereinbefore provided, and such right shall be appurtenant to and shall pass with the title to every assessed lot, subject to the right of the Association to establish uniform rules and regulations pertaining to the use of the Private Roadways.

##### Section 2. Delegation of Use

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Private Roadways to the members of his family, his tenants or contract purchasers who reside on the Property, and to the guests and invitees thereof.

##### Section 3. Waiver of Use

No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof by abandonment of his lot, or the lease of such lot to any other party.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation of Assessments

Each owner of any lot in the Property, by acceptance of a deed or lease therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) regular assessments or charges, and

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- (b) special assessments for capital improvements,

all such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

### **Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the Retention Ponds and Private Roadways, including, but not limited to, the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property. Assessments collected and held for purposes other than for meeting current operating expenses shall be deposited in an interest bearing account in the name of the Association until required.

### **Section 3. Regular Assessments**

The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association, hereinafter referred to as the "Board", pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

### **Section 4. Special Assessments for Capital Improvements**

In addition to the regular assessments, the Association may levy, in any calendar year, one or more special assessments applicable to that year, only for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Retention Ponds and Private Roadways (including, but not limited to, the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures, and other identification features for the Property, including the necessary fixtures and personal property related thereto) provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days, nor more than sixty days, in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment**

Both regular and special assessments shall be fixed at a uniform rate for all lots in the Property and shall be due and payable as and when determined by the Board of Directors of the Association.

**Section 6. Date of Commencement of Regular Assessments and Fixing Thereof**

The regular assessments provided for herein shall commence as to all lots, including those lots owned by Declarant, on the first day of the month following the conveyance to an individual owner.

**Section 7. Certificate of Payment**

The Association shall, upon demand, furnish to any owner liable for said assessments, a certificate, in writing, signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Exemption**

Notwithstanding anything to the contrary contained in the Declaration:

(a) the record owner of Lot 1, 25, 26 or 27 in the Property, or any successor owner thereof, shall not have any obligation to the Association to pay any regular assessments, special assessments or any other charges relative to the maintenance and improvement of the Retention Ponds and the Private Roadways upon the Property (as defined in the Declaration), including, but not limited to, maintenance of the roadway pavement, snow removal, and maintenance of entrance monuments, structures and other identification features for the Property (the "Retention Pond and Private Roadway Assessments"); and

(b) any and all Retention Pond and Private Roadway Assessments shall not be a charge on Lot 1, 25, 26 or 27 and shall not be a continuing lien upon such lots; and

(c) nothing herein shall affect the obligations of any owner of Lot 1, 25, 26 or 27 to pay to the Association any regular or special assessments or any other charges relative to any other item other than the Retention Pond and Private Roadway Assessments.

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## ARTICLE V

### NONPAYMENT OF ASSESSMENTS

#### Section 1. Delinquency

Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) per each delinquent assessment. If any such assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate under the State of Illinois, but, in no event, more than one percent over the highest reported prime rate published in *The Wall Street Journal*, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the lot, and there shall be added to the amount of such assessment the late charge, any costs of preparing and filing any complaint in such action, and such judgment or any award shall include said interest and reasonable attorneys' fees, together with the costs of action and any other reasonable costs of enforcement. Each owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

#### Section 2. Notice of Lien

No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein until thirty days after the date of notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the Recorder of Deeds of DuPage County. Said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the highest legal rate under the State of Illinois, but, in no event, more than one percent over the highest reported prime rate published in *The Wall Street Journal*, plus reasonable attorneys' fees, accrued late fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

#### Section 3. Foreclosure Sale

Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Illinois applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

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**Section 4. Curing of Default**

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the cost of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

**Section 5. Cumulative Remedies**

The assessment lien and the right to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

**Section 6. Subordination of Assessment Liens**

If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a mortgage or deed of trust (hereinafter collectively referred to as a "deed of trust"): (a) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trusts and (b) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed in trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

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**ARTICLE VI**

**DUTIES AND POWERS OF THE ASSOCIATION AND THE VILLAGE**

**Section 1. Duties and Powers of the Association**

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Maintain and otherwise manage all of the Retention Ponds and Private Roadways (including, but not limited to, the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and

other identification features for the Property) and all other private facilities and improvements thereon.

(b) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of protecting the interests of the Association and its members.

(c) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association after said appointment.

(d) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(e) Have a duty to maintain all private streets and adjacent streetscapes within the Property in conformance with the requirements prescribed for public streets and streetscapes by the Village of Oak Brook, Illinois (hereinafter referred to as the Village).

(f) Through policies adopted by the Board of Directors, (i) establish bonding requirements in connection with an owner's improvements, alterations or changes to lots within the Property; (ii) establish rules and regulations with respect to the installation, construction, maintenance and screening of tennis courts, swimming pools and dog runs; and (iii) establish rules and regulations designed to reduce the incidence of nuisances within the Property of the Association.

## **Section 2. Easement in Retention Ponds and Private Roadways**

The Village is hereby granted an easement for itself, its agents and employees on, in and over the Retention Ponds and Private Roadways within the Property for the purpose of enforcing the provisions of the Illinois Vehicle Code and for purposes of providing police and fire protection and other public services within and upon the Property.

## **Section 3. Failure to Maintain Retention Ponds, Private Streets and Adjacent Streetscapes**

If the Board of Trustees of the Village determines, after a public hearing on ten days prior notice to the Association, that the Association has failed or ceased to maintain the Retention Ponds, Private Streets and/or the landscaping on the adjacent streetscapes, the Association agrees that the Village may, at the Village's option, assume the maintenance thereof and shall bill the Association directly for the cost of such maintenance which the Association agrees to pay promptly upon receipt of such billing. To the extent that the cost of such services exceeds the income of the Association, such excess shall constitute an automatic increase in the regular

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assessment as defined in "Article IV Covenant for Maintenance Assessments, Section 3. Regular Assessment," and shall be due and payable within thirty days after notice thereof to the owner. The Association agrees that, in the event it shall be more than sixty days in arrears in the payment of the maintenance costs billed to it by the Village, it will assign any and all lien rights which it may have for payment of the regular assessments to the Village, if the Village so elects. The failure of the Village to elect such an assignment shall in no way preclude any rights and remedies that the Village may have against the Association or its members, including obtaining an assignment of such lien rights at a later date, or any other remedy at law or equity.

## ARTICLE VII

### GENERAL PROVISIONS

#### Section 1. Enforcement

The Association, or any owner, or the successor in interest of an owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violations provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Village is hereby made a third party beneficiary to these conditions, covenants and restrictions and its agents and employees shall have the unrestricted right and authority to enforce the provisions of "Section 1, Subparagraph (a), Section 2 and Section 3 of Article VI, Duties and Powers of the Association and the Village," in law or in equity and to refuse to issue any permits which would result in a violation of said sections. Notwithstanding the foregoing, the Village shall be under no obligation to enforce the provisions of said sections. Its failure to enforce said sections shall in no event be deemed a waiver of the Village's right to do so at a later time.

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In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the Village, the ordinance, rule or regulation of the Village then in effect shall prevail, but only to the extent it is more restrictive than this Declaration. Wherever any officer or employee of the Village is required or authorized by any state law, this Declaration, any ordinance or resolution, or rules and regulations or orders issued thereunder, to enter any premises or vehicle for the purpose of making an inspection thereof or of anything therein contained, or for the purpose of carrying out his duties, such officer or employee shall have the right to enter any such premises or vehicle at any reasonable time in pursuance of such duties; provided, that such entry and inspection shall be made in a lawful manner.

**Section 2. Severability**

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

**Section 3. Term**

The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date the original Declaration was recorded – September 10, 1980 – after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless within one year prior to the end of said thirty year term, or within one year prior to the end of any successive ten year period, an instrument agreeing to terminate this Declaration is signed by a majority of the then owners of lots in the Property and recorded in the Recorder’s Office of DuPage County, Illinois. Notwithstanding the foregoing, the Village shall have the rights and privileges set forth herein regardless of time and it shall be the obligation of the owners of the Property, their successors and assigns to maintain the retention pond, private roadways and improvements.

**Section 4. Construction**

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretations or construction.

**Section 5. Amendment**

Except as provided for terminating this Declaration pursuant to Section 3 of this Article VII, this Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent of the outstanding membership entitled to vote, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent of said memberships provided, however, that Article V, section 6, and Article VII, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any modification or amendments to this Declaration of Covenants, Conditions and Restrictions which would affect the procedure for the maintenance of any improvements to the Retention Ponds and Private Roadways, or affect or modify the requirements or provisions of Section 1(e), Section 2 and Section 3 of “Article VI, Duties and Powers of the Association and the Village,” shall also be subject to the approval by the Board of Trustees and the Village, and such approval shall be recorded prior to the effective date of modification or amendment. Any amendment or modification must be properly recorded.

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**Section 6. Mortgage Protection Clause**

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and be effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

**Section 7. Singular Includes Plural**

Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

**Section 8. Nuisance**

The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

**Section 9. Attorneys' Fees**

In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. If any member or owner causes the Association to become involved in any legal proceeding through no fault of the Association, the Association may recover from such member or owner any and all reasonable fees and costs incurred by the Association in connection therewith.

**Section 10. Election and Removal of Directors**

The owners shall vote for the election or removal of the Board of Directors of the Association. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

The entire Board of Directors of the Association or any individual Director may be removed by a vote of the owners holding a majority of the outstanding memberships entitled to vote at an election of Directors. If any Director is removed in the manner authorized above, a new Director may be elected at the same meeting.

**Section 11. Mergers or Consolidations**

Upon merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

**ARTICLE VIII**

**ARCHITECTURAL CONTROLS**

**Section 1. Submission of Plan.**

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

**Section 2. Architectural Review Committee.**

The Board of Directors shall appoint an Architectural Review Committee which shall consist of at least three individuals (members or nonmembers), at least one of whom shall be a member of the Board of Directors.

**Section 3. Architectural Review.**

Within thirty (30) days after the submission of all such plans and specifications requested by the Architectural Review Committee, the Architectural Review Committee shall approve or disapprove such request. In the event the Architectural Review Committee disapproves such plans and specifications, the Architectural Review Committee shall specify the reasons therefor. In the event the Architectural Review Committee fails to so approve or disapprove such a request within thirty (30) days after all such plans and specifications requested by the Architectural Review Committee are submitted, such request will be deemed approved. The Architectural Review Committee may charge a reasonable fee for administering the review process. Failure of an owner to obtain the Architectural Review Committee's approval as required by this paragraph shall constitute a default under this Declaration. The Association shall, in that event, have the right to pursue all remedies set forth in this Declaration.

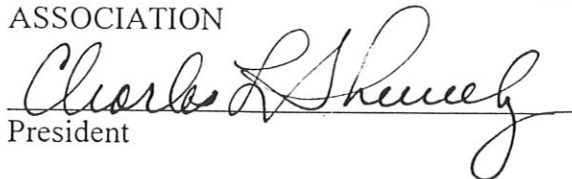
**Section 4. Right to Require Construction Bond.**

In the event that the Architectural Review Committee approves a proposed improvement or addition or modification on the Lot, the Board of Directors may, at its sole option, require the owner to purchase a construction bond in favor of, or deposit a cash bond with, the Association in the amount reasonably set by the Board of Directors from time to time. Failure to complete the construction in strict accordance with the approval granted by the Board of Directors could result in the forfeiture of part or all of the construction bond.

IN WITNESS WHEREOF, HERITAGE OAKS PRIVATE ROADWAY ASSOCIATION has executed this instrument the day and year first above written.

HERITAGE OAKS PRIVATE ROADWAY  
ASSOCIATION

By: \_\_\_\_\_  
Its: President



Attest:

Patrick S. Jago  
Its Secretary

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HERITAGE OAKS PRIVATE ROADWAY ASSOCIATION

I, Patrick S. Jage, do hereby certify that I was the duly appointed acting Secretary of the Heritage Oaks Private Roadway Association, a corporation duly organized and existing under the laws of the State of Illinois, and as acting Secretary I do hereby certify that on Thursday, September 12, 1996, the members of the Association adopted a proposal to approve the Amended, Restated and Supplementary Declaration of Covenants, Conditions and Restrictions for Heritage Oaks, Oak Brook, Illinois, that a quorum was present, and that 19 of 23 members approved of such proposal.

IN WITNESS WHEREOF I have signed my name as of this 12<sup>th</sup> day of SEPTEMBER, 1996.

  
Patrick S. Jage, Acting Secretary

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## EXHIBIT A

### Legal Description:

LOT 1 AND LOTS 6 THROUGH 16, BOTH INCLUSIVE, IN HERITAGE OAKS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1980 AS DOCUMENT R80-51476 AND AMENDMENT RECORDED NOVEMBER 21, 1980 AS DOCUMENT R80-72761, IN DUPAGE COUNTY, ILLINOIS.

AND ALSO

LOTS 2 THROUGH 5, BOTH INCLUSIVE, AND LOTS 17 THROUGH 27, BOTH INCLUSIVE, IN HERITAGE OAKS UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1989 AS DOCUMENT R89-148877, IN DUPAGE COUNTY, ILLINOIS.

R96-174204

**EXHIBIT A**  
**(CONTINUED)**

<u>Permanent Index No.:</u>	<u>Lot No.:</u>	<u>Property Address:</u>
06-03-102-034	1	35th Street & Myers Road, Oak Brook, IL
06-33-102-044	2	3411 Heritage Oaks Court, Oak Brook, IL
06-33-102-045	3	3405 Heritage Oaks Court, Oak Brook, IL
06-33-102-046	4	3323 Heritage Oaks Court, Oak Brook, IL
06-33-102-047	5	3315 Heritage Oaks Court, Oak Brook, IL
06-33-102-021	6	3017 Heritage Oaks Lane, Oak Brook, IL
06-33-102-029	7	3009 Heritage Oaks Lane, Oak Brook, IL
06-33-101-041	8	3008 Heritage Oaks Lane, Oak Brook, IL
06-33-101-029	9	3016 Heritage Oaks Lane, Oak Brook, IL
06-33-101-030	10	3022 Heritage Oaks Lane, Oak Brook, IL
06-33-101-031	11	3106 Heritage Oaks Lane, Oak Brook, IL
06-33-101-032	12	3112 Heritage Oaks Lane, Oak Brook, IL
06-33-101-033	13	3120 Heritage Oaks Lane, Oak Brook, IL
06-33-101-034	14	3121 Heritage Oaks Circle, Oak Brook, IL
06-33-101-035	15	3111 Heritage Oaks Lane, Oak Brook, IL
06-33-101-036	16	3103 Heritage Oaks Lane, Oak Brook, IL
06-33-101-044	17	3108 Heritage Oaks Circle, Oak Brook, IL
06-33-101-043	18	3116 Heritage Oaks Circle, Oak Brook, IL
06-33-101-042	19	3118 Heritage Oaks Circle, Oak Brook, IL
06-33-102-036	20	3109 Heritage Oaks Circle, Oak Brook, IL
06-33-102-037	21	3107 Heritage Oaks Circle, Oak Brook, IL
06-33-102-040	22	3105 Heritage Oaks Court, Oak Brook, IL
06-33-102-041	23	3404 Heritage Oaks Court, Oak Brook, IL
06-33-102-042	24	3406 Heritage Oaks Court, Oak Brook, IL
06-33-102-043	25	35th Street & Myers Road, Oak Brook, IL
06-33-102-039	26	35th Street & Myers Road, Oak Brook, IL
06-33-102-038	27	35th Street & Myers Road, Oak Brook, IL

60521  
All  
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R96-174204  
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