

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF KENDALL    )

**DECLARATION OF PROTECTIVE COVENANTS**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**GROVE ESTATES SUBDIVISION**  
**NA-AU-SAY TOWNSHIP, KENDALL COUNTY,**  
**ILLINOIS**

Prepared By:

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Mail To:

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NAPERVILLE, ILLINOIS 60540

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GROVE ESTATES SUBDIVISION**

This Declaration is made this \_\_\_\_ day of \_\_\_\_, 2006 by the GROVE VENTURES, LLC, an Illinois Limited Liability Company, hereinafter referred to as "Covenantor".

**WITNESSETH:**

WHEREAS, the Covenantor is the owner of the real property commonly known as GROVE ESTATES SUBDIVISION, and legally described in Article 1 Section 1, and is known as the Development Tract.

WHEREAS, GROVE VENTURES, LLC desires to develop GROVE ESTATES SUBDIVISION as a residential community; and

WHEREAS, GROVE VENTURES, LLC has recorded the GROVE ESTATES SUBDIVISION final plat in Kendall County as Document Number \_\_\_\_\_.

WHEREAS, GROVE VENTURES, LLC desires to preserve the values and amenities, in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, GROVE VENTURES, LLC has deemed it desirable, for the efficient preservation of the values and amenities, in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration.

NOW, THEREFORE, GROVE VENTURES, LLC, declares that the real property described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (hereinafter referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.     Development Tract.** The real property legally described on **Exhibit A** attached hereto and known as GROVE ESTATES SUBDIVISION is the Development Tract which shall be subject to this Declaration;

## **ARTICLE II**

### **GENERAL PURPOSES**

The purpose of this Declaration is to provide for a residential community of the highest quality and character for the benefit and convenience of the residents of GROVE ESTATES SUBDIVISION.

## **ARTICLE III**

### **HOMEOWNERS ASSOCIATION**

**Section 1.    Creation.** The Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the GROVE ESTATES SUBDIVISION Homeowners Association or any name similar thereto.

**Section 2.    Responsibility.** The Homeowners Association shall be the governing body for all the owners of lots in GROVE ESTATES SUBDIVISION, and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified, and the enforcement of these covenants and restrictions. It shall exercise all powers necessary to fulfill its obligation as delineated in this Declaration, its articles, and its by-laws.

**Section 3.    Membership.** Every person or entity who is a record owner of a lot in GROVE ESTATES SUBDIVISION shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a lot in GROVE ESTATES SUBDIVISION at which time the new owner shall automatically become a member of the Homeowners Association. No owner shall acquire any property rights in the property, assets or holdings of the Homeowners Association except as provided herein.

If more than one person or entity is the record owner of a lot in GROVE ESTATES SUBDIVISION, all such persons or entities shall be members.

If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease shall be subject to all of the terms, conditions and restrictions of this Declaration and the applicable by-law, and any breach thereof shall constitute a default under such lease by lessee. The owner shall remain bound by all obligations set forth in this Declaration. Only the occupant of the leased premises shall be entitled to the use of the Association's facilities.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and by-laws of the Homeowners Association, and the rules and regulations promulgated from time to time by the



Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in GROVE ESTATES SUBDIVISION merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase, shall not be a member of the Homeowners Association.

**Section 4. Voting Rights.** The Homeowners Association shall have two classes of voting membership:

- (a) Class A: Class A members shall be all record owners of lots in GROVE ESTATES SUBDIVISION with the exception of the Covenantor, GROVE VENTURES, LLC.
- (b) Class B: Class B members shall be the Covenantor, GROVE VENTURES, LLC.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner of a lot in GROVE ESTATES SUBDIVISION, then the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to four votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or
- (b) Whenever the Class B member elects to do so.

**Section 5. Powers and Duties of the Homeowners Association.** The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping located in right-of-ways, easements, or any outlots, as shown on the plat of subdivision, and further be responsible for the ownership, maintenance, and care of the detention basin that may be conveyed to the Homeowners Association in GROVE ESTATES SUBDIVISION or any subsequent units of GROVE ESTATES SUBDIVISION. The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said right-of-ways, outlots and easements, and shall maintain, repair, clean and replace said subdivision entrance monuments, and any electrical systems and sprinkling systems for said areas. No obstructions can be placed that would impede the flow, storage, or drainage of the storm water of any detention or retention basins so owned by the Homeowners Association.

The Homeowners Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners Association



against the member's lot remains unpaid.

**Section 6. Meetings.** The initial meeting of the homeowner voting members shall be held upon at least ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty percent of the homes in GROVE ESTATES SUBDIVISION are occupied but must not be given later than thirty days after eighty-five percent of the lots are sold and occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association by-laws. There shall be no required annual meeting until the Covenantor turns over control of the Homeowners Association to the actual homeowners.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose.

Said meetings may be called by the president, the Board of Directors, or the voting members having, in the aggregate, not less than fifty percent of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association by-laws.

The presence in person or by proxy at any meeting of the voting members having fifty percent (50%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act, the articles of incorporation of the Homeowners Association, or the by-laws of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

**Section 7. Board of Directors.** The affairs of the Homeowners Association shall be managed by a Board of Directors. At the initial meeting of the voting members, a Board of Directors shall be elected. The Board shall initially consist of three (3) members. All three members of this initial board shall be appointed by the GROVE VENTURES, LLC until control of the Homeowners Association is turned over to the homeowners. After control of the Homeowners Association is turned over to the homeowners, the Board of Directors shall be increased to five (5) members. Members of the Board elected at the initial homeowner meeting shall serve until the first annual meeting. The by-laws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

The voting members having at least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of the Board members, provided that such number shall be not less than three and that the terms of at least two of the persons on the Board shall expire each year.

Members of the Board shall receive no compensation for their services unless expressly

allowed by the Board at the direction of the voting members having sixty-six percent of the total votes.

The Board shall elect from among its members the following officers:

- (a) A president who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board.
- (b) One or more vice-presidents who shall assume the duties of the president if the president is unable to fulfill his or her duties.
- (c) A secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all duties incident to the office of secretary.
- (d) A treasurer who shall keep the financial records and books of account.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the by-laws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake of judgment, acts, or omissions made in good faith and in a manner he or she reasonably believed to be in or at least not opposed to, the best interests of the Homeowners Association. The Homeowners Association shall defend, indemnify and hold harmless the members of the Board and the officers thereof against all actions and/or contractual liability to others arising out of their actions or contracts made by them in their capacity as board members of the Homeowners Association.

In the event of any disagreement between any members of the Homeowners Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration of the by-laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

**Section 8. Acquisition of Insurance Coverage.** The Board of Directors shall obtain insurance coverage for any common areas and/or property the Homeowner's Association maintains to cover against loss or damage by fire or other hazards, and general liability, upon the association acquiring title to the property. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance policies shall be payable to, the GROVE ESTATES SUBDIVISION Homeowners Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Homeowners Association shall not be invalidated by an act or neglect of any owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be



terminated for non-payment of premiums without at least thirty days prior written notice to the Homeowners Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees, and agents, owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance, and other liability insurance as it may deem desirable, insuring the Homeowners Association, its officers, members of the Board, the Covenantor, and their respective employees and agents, if any, from liability in connection with any of the common areas and insuring the officers of the Property Homeowners and members of the Board from liability for good faith actions. The premium for such insurance shall be a common expense.

#### **ARTICLE IV**

#### **MAINTENANCE ASSESSMENTS**

#### **FOR GROVE ESTATES SUBDIVISION**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Covenantor, for each lot owned by it in GROVE ESTATES SUBDIVISION hereby covenants that each owner of a lot in GROVE ESTATES SUBDIVISION by acceptance of deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay the Homeowners Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Homeowners Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of GROVE ESTATES SUBDIVISION and any common areas, subdivision entrance monuments, and landscaping of detention area, and for the costs of insurance.

**Section 3. Basis of Regular Assessments.** The annual regular assessment shall be \$\_\_\_\_\_ payable annually. The annual regular full assessment may be increased or decreased by the Covenantor or by a vote of the Board of Directors of the Homeowners Association, as

hereinafter provided, for the next succeeding year and at the end of that year for each succeeding

year. The aforementioned assessments shall be due and payable annually.

The Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Associations, fix the actual assessment for any year at an amount lesser than that previously set for that year.

The Board of Directors, shall collect from the initial occupant of a home in GROVE ESTATES SUBDIVISION a one time charge of \$2,000.00 to be deposited in the Homeowners Association's operating reserve account.

~~Each Lot Owner or applicant for a Kendall County Building Permit shall pay a hook-up fee of \$\_\_\_\_\_ per dwelling to the Covenantor prior to receiving Architectural Review committee approval of its site plan and compliance with the Architectural Review Committee Requirements—Place in Sales Contract~~

**Section 4. Special Assessments for Capital Improvements.** In addition to the regular assessments authorized by Section 3 hereof, the Homeowners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstructing, unexpected repair, replacement of the subdivision entrance monuments, GROVE ESTATES SUBDIVISION, any landscaping, other association property, or unexpected expense, provided that any such assessment shall have the consent of two-thirds (2/3) of the vote of the members of the Board of Directors.

**Section 5. Change in Basis of Regular Assessments.** The Homeowners Association may change the basis of the regular assessments fixed by Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of two-thirds (2/3) of the vote of the members of the Board of Directors, at a meeting duly called for this purpose.

**Section 6. Quorum for any Action Authorized Under Sections 4 and 5.** The quorum required for any action authorized by Sections 4 and 5 hereof shall be the presence in person at the meeting of the Board of Directors, that number of directors having two-thirds (2/3) of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

**Section 7. Date of Commencement of Regular Assessments.** The regular assessments provided for herein shall commence \_\_\_\_\_ (which shall be the first day of a month) fixed by the Board of Directors of the Homeowners Association to be the date of commencement.

**Section 8. Duties of the Board of Directors.** The Board of Directors of the



Homeowners Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto, at the address contained in the Homeowners' Association's records.

The Homeowners Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments has been paid. Such certificate shall be conclusive of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of an Assessment/Maintenance Obligations.** If the assessments are not paid on the date when due or expenses are incurred as a result of a homeowner's failure to maintain the maintenance obligation and remain unpaid, then such assessment or maintenance expenses shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorney's fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. There shall be a late payment fee of \$50.00 if the assessments are not paid within 30 days after written notice is given to the occupant. If it is necessary to file a lien against a delinquent homeowners lot, the late payment fee shall be increased to a minimum of \$250.00. This sum is in addition to the interest and cost of collection, as provided herein. The personal obligation of the then owner to pay such assessment or maintenance expenses, however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee, delivered in connection with a first mortgage loan to purchase the property.

If the assessment or maintenance expenses are not paid within 30 days after the delinquency date, the sums due shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois, whichever is less, and the Homeowners Association may bring an action at law against the owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained,



such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees, together with all costs of the action. The venue for all actions at law shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is held by or conveyed to a land trustee, the beneficiary or beneficiaries shall, upon the demand of the Homeowners Association, furnish a certified copy of the trust agreement.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

**Section 11. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption; and
- (c) all property or lots owned by the Covenantor.

## **ARTICLE V**

### **MAINTENANCE AND REPAIR**

**Section 1. Responsibility of Owner.** Each owner of a lot in GROVE ESTATES SUBDIVISION shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own lot and keep same in good condition. In the event a lot owner fails to keep his lot in good condition or comply with all maintenance requirements, the Homeowners Association shall do any work necessary to put the lot in good condition. The Homeowners

Association shall assess the owner of the lot for 150% of any of the cost of the work and impose



a lien in accordance with Article IV Section 9.

**Section 2.     Responsibility of Homeowners Association.**

A) The Homeowners Association shall be responsible for the operation, maintenance, and repair of the GROVE ESTATES SUBDIVISION, subdivision entrance monuments, landscape berm, and landscaping of entrances, detention basins, common areas and all other association property, in GROVE ESTATES SUBDIVISION. The Homeowners Association's responsibility begins upon the recording of these Covenants, and association funds shall be used to provide such maintenance.

**B) OWNER/DEVELOPER CONVEYANCE OF COMMON AREAS ASSOCIATION  
MAINTENANCE OF COMMON AREAS AND STORM WATER DETENTION  
AREA**

i) Owner/Developer shall convey Lot 51, 52, 53, 54, 56, 57, and 59 to the Association no later than the earlier of (i) upon the occupancy of seventy-five (75%) percent of the total number of lots in the subdivision; or (ii) three (3) years from the date of recording these Covenants.

ii) The Association, at its expense, shall be responsible for maintenance, repair and replacement of all Common Areas and any structures or improvements thereon, including, excluding Lot 55 and 58 which shall be owned and maintained by the Oswegoland Park District without limitation:

(a) Grass, cutting, planting, replanting, care and maintenance of trees, shrubs, flowers, grass, paths, natural plantings and all other landscaping, and snow plowing of the roadway serving the bio-reactor. Landscaping shall be maintained in compliance with the maintenance provision detailed on sheet 1 of the approved Landscape Plan last revised May 24, 2006 and prepared by Schoppe Design; as well as compliance with the Tree Preservation and Replacement Plan which is incorporated into the Planned Unit Development for this Subdivision as Exhibit C1.

(b) Maintenance, repair and replacement of all improvements located in Common Areas including, without limitation, detention areas, fences, tree preservation policy and dead tree removal (only in common areas) and monument signs.

- (c) The bio-reactor waste disposal system and all sanitary mains for said system, excluding the cost of installation of the lead-in line between the house and the sanitary main line, located within dedicated public roadway, box culvert, wetland and pond areas, restoration of roadway surfaces if disturbed during bio-reactor related or other Homeowners' Association related repairs. The County shall have the right, but not the obligation, to maintain the Common Areas in the event of the failure of the Association to do so and shall have the right to lien the Association's Property for the reasonable cost of any maintenance work performed, through the levy process as contained in Illinois Compiled Statutes pursuant to the Back-Up Special Tax Service Area created pursuant to Ordinances and the Planned Unit Development Agreement entered into between the County of Kendall and Owner/Developer.

**Section 3. Liability for Damage to Association Owned Property and Subdivision Entrance Monuments and Landscaping.** Each lot owner in GROVE ESTATES SUBDIVISION shall be liable for the expense of any maintenance, repair or replacement of the association property, and/or landscaping as well as the subdivision entrance monuments and landscaping in GROVE ESTATES SUBDIVISION rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## **ARTICLE VI**

### **COVENANTOR'S RESERVED RIGHTS**

**Section 1. Easements.** Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

The Covenantor shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of GROVE ESTATES SUBDIVISION. Said easements shall include but are not limited to easements over, above, or under any part of GROVE ESTATES SUBDIVISION which may be granted to either any public utility, any private utility, any governmental body, or to the Homeowners Association itself, for the installation of electrical service, telephone conduit lines, cable lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot and the maintenance obligations for the natural areas and private open space.

**Section 2. Architectural Review.** The Covenantor shall have the right to require architectural review by the Covenantor and the Architectural Control Committee of all buildings and structures to be erected in GROVE ESTATES SUBDIVISION. No metal (as defined



herein) or stockade fences are permitted, except where required by local municipal ordinance in regards to the installation of an in-ground pool or by the Covenantor. (See Article VII, Section 12, for fence restrictions and limitations.) Unacceptable metal fences are defined to be metal fences composed of wire mesh (or material commonly described as "cyclone"). Metal fences of other designs are subject to the approval of the covenantor and/or Homeowners Association when such fences present an ornamental appearance consistent with the integrity of GROVE ESTATES SUBDIVISION. No other buildings or structures, nor shall any exterior additions, changes, or alterations therein be made without prior to written approval by the Covenantor. The right of architectural review shall remain with the Covenantor notwithstanding control of the Homeowners Association having been transferred to the initial board of directors. The Covenantor shall have the right to assign, designate, or relinquish this authority, in whole or part, to the Homeowners Association at any time, including after control of the Association is turned over to the homeowners. The owner of the lot shall submit the following information:

- (a) Construction plans and specifications showing the nature, kind, shape, height, and materials of the building or structure; and
- (b) A plat of survey showing the location on the lot of the building or structure.

The Covenantor, shall have the right to reasonably refuse to approve any such construction it determines is not suitable or desirable for GROVE ESTATES SUBDIVISION based on aesthetic considerations or other factors.

**Section 2.1.** All dwelling units in GROVE ESTATES SUBDIVISION shall conform with the following guidelines:

- (a) All exterior exposed fireplace chimneys must be of masonry construction or other material approved by the Covenantor. All fireplace chimneys shall be constructed of masonry, except for a chimney not located on an exterior wall. At the sole discretion of GROVE VENTURES, LLC in the case of a dwelling unit utilizing an exterior insulation system (i.e., Dryvit), a chimney constructed with the exterior insulation system may be permitted.
- (b) All homes must have an all masonry front, except at the sole discretion of GROVE VENTURES, LLC, all cedar-sided dwelling units and dwelling units using an exterior insulating system (i.e. Dryvit) may be permitted notwithstanding anything contained herein to the contrary. No homes of aluminum, masonite, vinyl clad metal, or composite board siding will be permitted. Hardy Plank may be used at the discretion of the Covenantor and the Architectural Control Committee. All materials must be approved by the Covenantor.
- (c) Roofing materials must be cedar shakes, tile or dimensional architectural style asphalt or fiberglass shingles with a minimum weight of 250 pounds per 100 square feet or other material approved by the Covenantor.

- (d) No exterior antennas or satellite dishes may be erected or installed, except television satellite dishes, not larger than 18' in diameter, may be installed in the rear yard if properly screened by landscaping or may be attached to the home if not visible from the street side unless approved in writing by the Covenantor.
- (e) All plans, including types of materials, (masonry, siding, trim, etc.) must be submitted to the Covenantor for approval prior to actual construction.
- (f) Attached garages for not less than three (3) automobiles and be side loaded or, if front loaded, comprise less than 50% of the front elevation of the building.
- (g) Driveways of concrete or paver brick construction.
- (h) Property and construction must conform with all additional Covenants and Restrictions relating to GROVE ESTATES SUBDIVISION.
- (i) Each homeowner in GROVE ESTATES SUBDIVISION agrees to install sod in at least the front and side yards including the parkway. Said sod shall be laid within two (2) weeks of the home being occupied, subject to adverse weather conditions and governmental regulations.
- (j) Each homeowner will be responsible for the installation of trees, bushes and other landscaping with a minimum cost of \$5,000.00 exclusive of the cost of sod, seed, parkway trees, sprinkling systems and drainage tiles.
- (k) All mail boxes shall be installed in accordance with **Exhibit B** attached hereto.
- (l) Permanent basketball poles, backboards, rims and any other associated pieces of apparatus are not permitted. All basketball pieces of apparatus must be temporary and movable.

All plans, specifications, and other information shall be filed in the office of GROVE VENTURES, LLC, 7 S. 250 Olesen Lane, Naperville, Illinois, 60540 for approval or disapproval. A report in writing setting forth the decision of the Covenantor and the reason therefore shall thereafter be transmitted to the applicant by the Covenantor within fifteen days after the date of filing the plans, specifications, and other information by the applicant. In the event the Covenantor fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with. The Homeowners Association shall indemnify, defend and hold Grove Ventures, LLC, its officers, directors, employees and/or agents, harmless for actions taken in good faith pursuant to this section.



**Section 3. General Rights.** The Covenantor shall have the right to execute all documents or undertake any actions affecting GROVE ESTATES SUBDIVISION which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, to the Covenantor or the GROVE ESTATES SUBDIVISION Homeowners Association.

**ARTICLE VII**  
**COVENANTS AND RESTRICTIONS RELATING TO**  
**GROVE ESTATES SUBDIVISION**

**Section 1.** No lots shall be used except for residential purposes. A trade, business, or commercial enterprise may be permitted or maintained on a lot, or a home occupation may be permitted, if the use of the home is such that the average person (passerby) is not aware of its existence. The home occupation or business use is to be subordinate and incidental to the residential use. All home occupations must comply with Kendall County ordinances. No signs regarding the home occupation, business, trade, or commercial use are permitted. Model homes may be allowed at the discretion of the Covenantor.

**Section 2.** All dwelling units constructed in GROVE ESTATES SUBDIVISION shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas):

- (a) All one story dwelling units shall contain at least 3,400 square feet of finished living area, not including walkout or lookout basements, patio or garage.
- (b) All two story dwelling units shall contain at least 4,000 square feet of finished living area, not including the walkout or lookout basements, patio or garage.

**Section 4.** No trailers, boats, tractors, trucks, motorcycles, mobile homes, or other vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in the garages on the lots; provided that the operable automobiles being used by the owners, occupants, and their invitees of the lots may be parked on the owners' driveways and public streets as permitted by law.

**Section 5.** No bicycles, carriages, or other articles shall be stored or left visible on any lot except when in use.

**Section 6.** No signs of any kind shall be displayed to the public view on any lot except (a) one sign of not more than two square feet advertising the property for sale or rent or such other dimension approved by the Homeowners Association, and (b) any and all signs used by GROVE VENTURES, LLC, in connection with developing and advertising lots in GROVE ESTATES SUBDIVISION for sale.

**Section 7.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling unit.

**Section 8.** No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

**Section 9.** No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

**Section 10.** No exterior television antennas, television satellite dishes, radio antennas, or lights of any type whatsoever shall be erected or installed and maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed or approved by the Covenantor or the Homeowners Association, and comply with Article VI, Section 2.1(d).

**Section 11.** No above ground swimming pools shall be erected, placed, or maintained upon any of the lots. All inground pools and associated Landscaping must be approved by the Covenantor.

**Section 12.** No cyclone or stockade fences shall be erected on any lot. All fences shall have a maximum height limitation of four feet except where required by local municipal ordinances to be higher. Privacy fences of six (6) feet in height may be allowed in Covenantor's discretion. Fences shall be Black and Wrought Iron in appearance. All fences must be approved by the Covenantor.

**Section 13.** No sheds shall be allowed. The Covenantor may also issue regulations or guidelines regarding playground equipment.

**Section 14.** All structures to be erected shall comply with all government regulations, including zoning and building codes and must be approved by the Covenantor.

**Section 15.** All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.



ARTICLE VIII  
BIO-REACTOR SANITARY WASTE DISPOSAL SYSTEM /  
INDIVIDUAL SEWAGE DISPOSAL AND TREATMENT SYSTEM

1. The final Planned Unit Development Agreement provides for the placement of a Bio-Reactor Sanitary Sewer System in the Subdivision and the following shall apply:
  - (a) Each residence within the Grove Estates Subdivision shall be required to connect to the sanitary sewer waste main installed by Developer at the expense of the owner or applicant for building permit. The owner or applicant for building permit shall be responsible to install the sanitary sewer line from the house to the connection at the sanitary sewer main in the area designated in the site approval granted in writing by the Committee.

Owners of each home within the Grove Estates Subdivision shall be assessed a monthly or quarterly charge for operation and maintenance of the bio-reactor waste system installed by Developer. Said payments shall be made together with the Association dues to the Association, an Illinois Not-for-Profit Corporation, or agent as designated by said Association.

No lot owner within the Grove Estates Subdivision shall be entitled to have a private sanitary waste disposal system other than connection to the bio-reactor, unless the Kendall County Board modifies the Planned Unit Development Agreement and requires the Covenantor to install individual septic units (i.e. if community system fails, Owner will be required to install individual septic systems).

COVENANTOR agrees that it will enter into a written contract with Huff & Huff, Inc. as the designer of the Bio-Reactor and related appurtenances, as well as with contractor who is installing the Bio-Reactor to provide one (1) year of guaranty and warranty work for the successful operation and function of the system. Thereafter COVENANTOR agrees the Guarantee Period shall be in effect for the period commencing with the construction of the Bio-reactor system up to the statutory turnover of the common areas and Homeowner's Association to lot owners within said subdivision which shall occur upon the earlier of the sale by COVENANTOR of Seventy-Five (75%) percent of the lots within said subdivision or Three (3) years from the recording of the Final Plat in conformance with Illinois Compiled Statutes. The County will maintain a "stay" on the "experimental system" status of the system for six (6) years from the completion of construction of the system or as directed by the Illinois

Department of Public Health. At that time the Homeowners' Association shall at all times maintain a written maintenance agreement with a person or legal entity which is properly licensed and certified by the State of Illinois or its appropriate legal division to monitor, test and maintain said system. The Homeowners' Association shall furnish the Kendall County Planning, Building & Zoning Department and the Kendall County Health Department with a copy of all contracts required herein.

2. In the event the Kendall County Board modifies the Planned Unit Development Agreement and requires individual septic systems the following conditions shall apply:
  - (a) The owner of each lot upon which is constructed a dwelling is responsible, at his expense, for his own sewage treatment disposal system which must conform in every detail and construction to the applicable standards of the "Private Sewage Disposal Licensing Act and Code", State of Illinois Department of Health, 2003, or the latest revision thereof. The work and construction shall also conform to the applicable Kendall County regulations. Every such owner will keep said system in good repair.
  - (b) All household sewage disposal systems shall be installed by a contractor properly licensed, in accordance with the state and county standards. All plans of the disposal system shall be submitted to the Developer and the County for approval. Each disposal system shall be inspected at the required times as provided by the applicable state and county statutes, ordinances or regulations. Each owner who uses a mechanical septic system shall have in full force and effect, at all times, a service agreement with a company providing for the proper and required servicing and maintenance of such system. And each such owner shall insure that the mechanical septic system is in good working order at all times. The Developer or Homeowners Association may take action to secure the services of a contractor to bring any septic system in compliance with the Illinois Public Health Code and Ordinances of Kendall County, if found to be in violation. Any costs incurred, plus interest at 9% per annum may be charged against the subject property, or a lien filed in favor of Developer or the Homeowners Association for the cost of recovery thereof.
  - (c) The Bioreactor system shall follow the Experimental Use System Agreement attached hereto as Exhibit "E"



ARTICLE IX  
WELL PROVISION

Each owner shall install a well on his lot of sufficient size to supply water for normal use. Said well shall be installed, constructed, operated and maintained at the owner's sole expense. Each well shall conform in design, construction and materials to the standards of the applicable state and local health code requirements. The location of each well shall be subject to Committee site plan approval. All well locations shall conform to the Illinois Department of Public Health (IDPH) water well construction code and shall be shown in relation to the sanitary sewer lines on all plans submitted to the Kendall County Department of Environmental Health as part of all well permit applications.

ARTICLE X  
COUNTY ORDINANCES

1. All provisions of the Kendall County Storm Water Control Ordinance shall be complied with and are herein adopted by reference as if more fully set out herein.
2. All provisions of the Kendall County Erosion and Sedimentation Control Ordinance shall be complied with and are herein adopted by reference as if more fully set out herein.

Each individual lot owner shall pay any land-cash contribution and/or impact fee or other fees imposed by the County of Kendall or Kendall County Forest Preserve for school and forest preserve open space requirements, at the time a building permit is applied for; A \$1,000.00 Transportation Fee to the Kendall County Highway Department, and each lot owner agrees to hold GROVE VENTURES, LLC, an Illinois Corporation harmless and indemnifies said Developer for any such fees to be charged.

ARTICLE XI  
AMENDMENTS

**Section 1. Amendment.** The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners having at least sixty-six percent of the total vote, and certified by the secretary of the Board of Directors, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

**Section 2. Notice of Amendment.** The change, modification, or rescission,

accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of KENDALL County, Illinois.

**Section 3. Covenantor Amendment.** The Covenantor shall have the right to execute all documents or undertake any actions affecting GROVE ESTATES SUBDIVISION which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article IX, Section 1, of the Declaration. This right shall cease upon the election of the initial homeowner Board of Directors.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of the lots in GROVE ESTATES SUBDIVISION full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners 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 this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

**Section 2. Notices.** Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent with mailed postpaid to the last known address of the person who appears as the lot owner on the records of the Homeowners Association at the time of such mailing.

**Section 3. Rights and Obligations.** Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees



of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

**Section 4. Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

**Section 5. Covenant to Abide by this Declaration.** GROVE VENTURES, LLC covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this declaration as though each and every provision herein was set forth in each and every deed or document affecting title to its property.

**Section 6. Lot Ownership in Trust.** In the event title to any lot is conveyed to a title holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

**Section 7. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowners Association, or any owner of a lot in GROVE ESTATES SUBDIVISION to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Covenantor and/or the GROVE ESTATES SUBDIVISION Homeowners Association in any action brought to enforce the provisions of this Declaration shall be entitled to collect all costs of enforcement including litigation expenses, title reports and attorney's fees shall be paid by the person violating or attempting to violate any covenant or restriction and any judgment or decree shall provide for payment of these costs, in addition to all other damages.

**Section 8. Severability.** Invalidation of any one of these covenants, restrictions, judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, GROVE VENTURES, LLC hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto

subscribed and to affix its corporate seal on this 13 day of July, 2006.

GROVE VENTURES, LLC, an Illinois Limited Liability Company, By OLIVER-HOFFMANN CORP., Managing Member

By: Robert W. Schulz  
ROBERT W. SCHULZ, Vice President

Attest: Renee Degand  
RENEE DEGAND, Assistant Secretary

STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF KENDALL       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that ROBERT W. SCHULZ, personally known to be the Vice President of OLIVER-HOFFMANN CORP. Managing Member of GROVE VENTURES, LLC, an Illinois Limited Liability Company, and Renee Degand personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of July, 2006.

Denise Ragone  
Notary Public  
My Commission Expires:

