

RECORDED
DU-PAGE COUNTY

MAR 8 2 30 PM '73

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Jay R. Regh

DECLARATION

THIS DECLARATION, made this 6th day of March, 1973, by NATIONAL HOMES CONSTRUCTION CORPORATION, an Indiana corporation (hereinafter sometimes referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real estate described in Article One Section (1)(a) of this Declaration, and desires to establish certain rights, easements, restrictions, covenants, liens and charges with respect thereto,

NOW, THEREFORE, the Declarant, as the owner of said real estate, DECLARES AS FOLLOWS:

ARTICLE ONE

As used in this Declaration, unless otherwise provided or unless the context otherwise requires:

1. "The Seasons" means the following described real estate:

(a) Lots 1-7, both inclusive, 10, 21, 75, 77-81, both inclusive, and 83-95, both inclusive, in The Seasons Unit One, a Subdivision in the East half of Section 9, Township 40 North, Range 10, East of the Third Principal Meridian, in the Village of Roselle, in Du Page County, Illinois according to Plat thereof recorded March 22, 1971 as Document No. R71-10567 in the Office of the Recorder of Du Page County, Illinois.

ALSO

Lots 96-113, both inclusive, 115, 116, 117, 120-123, both inclusive, 125, 127, 128, 130, 131, 133, 134, 136-139, both inclusive, 141, 143-153, both inclusive, 158, 159, 161, 162, 166-170, both inclusive, 172, 174, 175, 177, 178, 180, 181, 182, 184-193, both inclusive, 195-199, both inclusive, 202-210, both inclusive, 211, 212, 214, 215, 217, 220, 226, 228, 229, and 230, in The Seasons Unit Two, a Subdivision in the East half of Section 9, Township 40 North, Range 10, East of the Third Principal Meridian, in the Village of Roselle, in Du Page County, Illinois, according to Plat thereof recorded September 27, 1971 as Document No. R71-49443 in the Office of the Recorder of Du Page County, Illinois.

ALSO

Lots 231-371, both inclusive, in The Seasons Unit 3, a Subdivision in Sections 9 and 10, Township 40 North, Range 10, East of the Third Principal Meridian, in the Village of Roselle, in Du Page County, Illinois, according to Plat thereof recorded March 2, 1973 as Document No. R73-11506, in the Office of the Recorder of Du Page County, Illinois.

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(b) Any additional Lots in The Seasons Unit One and The Seasons Unit Two Subdivisions hereinbefore described, which are submitted to the terms of this Declaration by its adoption and ratification by any owner or owners thereof by means of written instrument recorded in the Office of the Recorder of Du Page County, Illinois.

2. "Lot" means each of the Lots within "The Seasons".

3. "Lot Owner" means a person holding legal title of record to a lot within The Seasons, provided, however, that (a) where title to a lot is in more than one person such co-owners together shall be considered a single Lot Owner and shall share jointly the rights (including voting rights), powers, obligations and responsibilities of a Lot Owner, (b) mere mortgagees and holders of liens and encumbrances shall not be considered Lot Owners, and (c) the Declarant, notwithstanding its ownership of one or more lots within The Seasons, shall not be considered a Lot Owner.

4. "Association" means the corporation to be organized pursuant to Section 1 of Article Three of this Declaration.

5. "Board of Directors" means the board of directors, however designated, of the Association.

6. "Person" means any individual, firm, corporation, trustee, or other entity capable of holding title to real estate.

ARTICLE TWO

Until such time as the Association has been incorporated and organized, the Declarant shall exercise the powers, rights, discretions, duties and functions of the Association and of its Board of Directors, including the power of assessment, as if such powers, rights, discretions, duties and functions were each specifically reserved to the Declarant under the terms hereof.

ARTICLE THREE

1. The Declarant, in its discretion, may cause to be organized, at any time, a corporation under the General Not-For-Profit Corporation Act of the State of Illinois. Such corporation shall be called "Seasons Four Homeowners Association, Inc.", or a name similar thereto. Each Lot Owner shall automatically be a member of the Association during the period he owns a lot in The Seasons. In addition, the Declarant shall be a member of the Association after the formation and organization of the Association, until such time as the Declarant shall voluntarily withdraw from membership in the Association.

2. The Articles of Incorporation and initial by-laws of the Association shall contain such terms and provisions not inconsistent with this Declaration as the Declarant, in its sole discretion, may determine, including any provision which the

Declarant may choose to insert limiting, enlarging or denying the right of any class or classes of members to vote; provided, however, that no such voting provision shall remain effective beyond the period during which the Declarant is a member of the Association. Unless so limited, enlarged or denied, and in any event after the Declarant ceases to be a member of the Association, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of members, except as hereinafter provided.

ARTICLE FOUR

1. Every Lot Owner and all members of the household of the Lot Owner and every member of the Association and all members of the household of each member may use the swimming pool or other recreational facilities that shall be owned or operated by the Association. Appropriate terms, conditions, and rules of conduct shall be promulgated by Declarant until such time as Declarant withdraws from the Association and thereafter, shall be promulgated by the Board of Directors of the Association. All such terms, conditions, and rules of conduct shall be binding upon all persons exercising the use privilege. The use privilege shall be available to members of the Association who are not Lot Owners only for the calendar years in which they pay the pool assessment as herein provided by Article Five Subparagraph 1(a) (i).

2. Until such time as Declarant withdraws from the Association, Declarant shall be responsible for the following, to the exclusion of the Board of Directors of the Association, with regard to the pool and other recreational facilities:

- (a) Providing for the maintenance, repair, and replacement thereof and payment therefor;
- (b) Estimating the amount of the annual budget and providing the manner of assessing and collecting from the Lot Owners and other members of the Association their respective shares of such expenses as herein provided;
- (c) Disposition of personnel necessary for such maintenance, repair, and replacement and amending the terms, conditions and rules of conduct promulgated by Declarant as hereinbefore provided.

Declarant shall have all powers necessary and proper to undertake the above responsibilities. At such time as Declarant withdraws from the Association, all such powers and responsibilities enumerated in this Paragraph 2 shall pass to the Board of Directors of the Association.

3. No actions by the Board of Directors, nor any use of the pool or other recreational facilities by any Lot Owners or any members of the Association shall interfere with Declarant's operation of any sales office located thereon during the time Declarant owns any Lots in The Seasons. Furthermore, nothing in this Declaration shall limit or prohibit Declarant from allowing the use of the pool or any recreational facilities to persons other than Lot Owners or members of the Association so long as Declarant retains title to such pool or facilities, nor shall anything in this Declaration limit Declarant's right to convey the pool or recreational facilities to whomsoever it desires, so long as such conveyance be subject to the terms of this Declaration.

ARTICLE FIVE

1. All Lots in The Seasons (except Lots owned by the Declarant during the period such Lots are owned by Declarant) shall be subject to one or more General Assessments for each calendar year to be levied uniformly in equal amounts against each such Lot and collected and used by the Association in accordance with the following provisions:

(a) The amount of each General Assessment shall be determined as follows:

(1) For the calendar Year 1973 the sum of \$86.00 for each Lot shall be assessed solely for the purposes of meeting the expenses of maintenance and repair of the pool and other recreational facilities, as well as any other expenses incurred in fulfilling the responsibilities enumerated in Article Four. From and after January 1, 1974 this assessment with respect to any Lot may be increased annually not more than 10% above the maximum amount assessed for any one of the preceding five years. Prior to the time of Declarant's withdrawal from membership in the Association, such increases may be made by Declarant or by the Board of Directors. Subsequent to the time of Declarant's withdrawal such increases may be made by the Board of Directors.

(2) For the calendar Year 1973 the sum of \$ 3.00 for each Lot shall be assessed for use by the Association at its discretion for any or all of the following purposes:

(i) to pay all costs and expenses of maintaining and enforcing the restrictions and covenants established and reserved by this Declaration, Plat of Subdivision, Deed of Conveyance, or other instrument affecting land in The Seasons.

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(ii) to employ such attorneys and agents as are necessary to carry out the provisions of this Declaration.

(iii) to pay the proper or necessary administrative expenses of the Association.

From and after January 1, 1974 this assessment with respect to any Lot may be increased annually not more than 10% above the maximum amount assessed for any one of the preceding five years. Such increases in the assessment may be made by the Board of Directors.

(3) From and after January 1, 1974 the annual General Assessment for either or both of Sub-paragraphs (1) or (2) above with respect to any Lot, may be increased above the maximum amount permitted pursuant to the terms therein, provided that any such increase shall be approved by 2/3 of the votes of members voting in person or by proxy at a meeting duly called for this purpose. Any such increment as provided by this Sub-paragraph (3) shall be assessed for one year only and shall not be included in determining the maximum amounts permitted to be assessed pursuant to Sub-paragraphs (1) and (2) above.

(b) The unpaid portion of an assessment which is due, and interest thereon, shall become a lien on the Lot against which the assessment is levied upon the recording of a Certificate of Non-Payment of Assessments in the Office of the Recorder of Deeds of Du Page County. The fees and other costs incurred for recording such certificate shall be recoverable as delinquent assessments.

(c) The Grantee from any Lot Owner shall be jointly and severally liable with such Lot Owner for all unpaid assessments and accrued interest due and payable at the time of conveyance without prejudice, however, to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee thereof.

(d) The Association at its option may enforce collection of delinquent assessments by suit at law, by foreclosure of the liens securing the assessments, or by any other competent proceeding, in

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whichever event the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 7% per annum and all costs incident to the collection and the action, suit or proceeding, including without limiting the same to, reasonable attorneys' fees.

- (e) The funds collected by the Association as hereinabove provided may be used by the Declarant or by the board of Directors as the case may be for the purposes herein set forth.

2. All Lots in The Seasons shall be subject, in addition to annual General Assessments, to Special Assessments which may be levied by the Board of Directors of the Association for purposes of defraying, in whole or in part the cost of any construction, repair, or replacement of a capital improvement located on any area owned or operated by the Association, including fixtures and personal property related thereto, provided that any such Special Assessment, or the power of the Board to make such capital improvements intended by the levying of such assessment, shall be approved and authorized by 2/3 of the members of the Association, who are also Lot Owners as defined by this Declaration, voting in person or by proxy at a special meeting duly called for this purpose. The due date of each Special Assessment shall be established by the Board of Directors and written notice thereof shall be sent to every owner subject thereto. The provisions of Article Five Paragraph 1, Sub-paragraphs (b), (c), (d), and (e) herein shall apply to the collection and enforcement procedures followed by the Association with respect to any Special Assessments.

ARTICLE SIX

Each Grantee from the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to the provisions of this Declaration and all such provisions shall run with the land and bind every owner of any interest therein, and all persons claiming under him, and inure to the benefit of such owner and persons in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE SEVEN

1. All rights, remedies and privileges granted to Declarant or to the Association pursuant to this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies; nor shall it preclude Declarant or the Association from exercising such other and additional rights, remedies or privileges as may be granted to either of them by this Declaration or at law or in equity.

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2. No restriction imposed hereby shall be abrogated or waived by any failure to enforce any provisions hereof, no matter how many violations or breaches may occur.

3. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

ARTICLE EIGHT

This Declaration may be amended from time to time, or terminated, in accordance with the following provisions:

1. Until such time as Declarant causes the Association to be incorporated and organized, by an instrument executed and acknowledged by the Declarant.

2. Thereafter and while the Declarant is a member of the Association, by an instrument executed and acknowledged by the Declarant and by officers of the Association, upon the affirmative vote of eighty per cent (80%) of the remaining members of the Association who are also Lot Owners as defined herein.

3. After the incorporation and organization of the Association and when the Declarant is not a member thereof, by an instrument executed and acknowledged by officers of the Association, upon the affirmative vote of eighty per cent (80%) of the members of the Association who are also Lot Owners as defined herein.

4. Each such instrument shall be effective only upon being recorded in the Office of the Recorder of Deeds of Du Page County, Illinois.

5. The following recitals in any such instrument shall be conclusive and binding on all persons: (a) That the Association has or has not been incorporated and organized; (b) that the Declarant is or is not a member of the Association; and (c) that such instrument is executed and acknowledged by officers of the Association upon the affirmative vote of eighty per cent (80%) of the members of the Association who are Lot Owners as defined herein and are entitled to vote upon such instrument.

