

**R87-56613**  
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WILL COUNTY, ILL.

1987 OCT 13 PM 12:47  
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**KNOCH KNOLLS**

**Declaration of Covenants, Restrictions,  
Easements, Charges, and Liens for**

**KNOCH KNOLLS UNITS I AND II**

**MidAmericaDevelopments**

The Real Estate Development  
Subsidiary of  
MidAmerica Federal

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
KNOCH KNOLLS UNITS I AND II**

This Declaration is made this 7<sup>TH</sup> day of October, 1987, by MIDAMERICA DEVELOPMENT SERVICES, INC., an Illinois corporation, hereinafter referred to as "Covenantor.

**WITNESSETH:**

WHEREAS, MIDAMERICA DEVELOPMENT SERVICES, INC., is the owner of the real property known as KNOCH KNOLLS UNITS I AND II and legally described in Article 1 of this Declaration; and

WHEREAS, MIDAMERICA DEVELOPMENT SERVICES, INC., desires to develop KNOCH KNOLLS UNITS I AND II as a residential community; and

WHEREAS, MIDAMERICA DEVELOPMENT SERVICES, INC., 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, MIDAMERICA DEVELOPMENT SERVICES, INC., 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, MIDAMERICA DEVELOPMENT SERVICES, INC., declares that the real property described in Article 1 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 1  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. EXISTING SUBDIVIDED PROPERTY. The following real property is and shall be subject to this Declaration:

KNOCH KNOLLS UNIT I being a Subdivision of part of the Southeast Quarter of Section I, Township 37 North, Range 9, East of the Third Principal Meridian, and part of the Southwest Quarter of Section 6, Township 37 North, Range 10, East of the Third Principal Meridian, all in Will County, Illinois.

KNOCH KNOLLS UNIT II being a Subdivision of part of the Southeast Quarter of Section 1 and the Northeast Quarter of Section 12, Township 37 North, Range 9, East of the Third Principal Meridian, all in Will County, Illinois.

PERMANENT REAL ESTATE TAX NUMBERS:

01-01-400-003, 01-01-400-002, and 01-12-200-003

Section 2. **ADDITIONAL PROPERTY.** The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject to the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of said property shall be a member of the KNOCH KNOLLS UNITS I AND II Homeowners Association on the same terms and subject to the same qualification and limitations as those members under the provisions of this declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

## **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 KNOCH KNOLLS UNITS I AND II.

## **ARTICLE III HOMEOWNERS ASSOCIATION**

Section 1. **CREATION.** Prior to the date of the first conveyance of a lot in KNOCH KNOLLS UNITS I AND II, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the KNOCH KNOLLS UNITS I AND II 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 KNOCH KNOLLS UNITS I AND II and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified. 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 KNOCH KNOLLS UNITS I AND II 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 KNOCH KNOLLS UNITS I AND II at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of a lot in KNOCH KNOLLS UNITS I AND II all such persons or entities shall be members.

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 KNOCH KNOLLS UNITS I AND II merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase such lot shall 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 KNOCH KNOLLS UNITS I AND II with the exception of the Covenantor, MIDAMERICA DEVELOPMENT SERVICES, INC.

b. Class B: Class B members shall be the Covenantors, MIDAMERICA DEVELOPMENT SERVICES, INC.

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 KNOCH KNOLLS UNITS I AND II, 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 three 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 rights-of-way and easements in KNOCH KNOLLS UNITS I AND II and further be responsible for the ownership, maintenance, and care of Lot B in KNOCH KNOLLS UNIT II. The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said rights-of-way, lot and easements, and shall maintain, repair, clean and replace said subdivision entrance monuments, and any electrical systems and sprinkling systems for said areas. However, no obstructions can be placed that would impede the flow or drainage of the storm water retention of Lot B.

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 voting members shall be held upon ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty-one percent of the homes are occupied but must not be given not later than thirty days after seventy-five percent of the lots are sold and fifty percent of the homes are occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association by-laws.

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 Director, or the voting members having, in the aggregate, not less than twenty-five 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 a majority 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. Members of the Board elected at the initial 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 one-third of the persons on the Board shall expire annually.

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 of acts or omissions made in good faith while acting in their capacity as directors or officers. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them.

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.

**ARTICLE IV  
MAINTENANCE ASSESSMENTS  
FOR KNOCH KNOLLS UNITS I AND II**

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Covenantor, for each lot owned by it in KNOCH KNOLLS UNITS I AND II hereby covenants that each owner of a lot in KNOCH KNOLLS UNITS I & II 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 to 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 KNOCH KNOLLS UNITS I AND II and in particular for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping of detention area, and for the costs of insurance.

Section 3. BASIS OF REGULAR ASSESSMENTS. Until the year beginning January 1, 1989, the regular assessments shall be \$2.50 per month per lot. From and after January 1, 1989, the regular assessment may be increased or decreased 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 Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Association, fix the actual assessment for any year at an amount lesser than that previously set for that year.

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 or reconstruction or unexpected repair or replacement of the subdivision entrance monuments and landscaping provided that any such assessment shall have the assent of sixty-six percent of all the members of the board of directors, at a meeting duly called for this purpose.

Section 5. CHANGE IN BASIS OF REGULAR ASSESSMENTS. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Homeowners Association may change the maximum and 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 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 sixty-six percent 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 on the date (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 of 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.

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 assessment 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. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment 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. The personal obligation of the then owner to pay such assessment, 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 mortgage delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois 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 a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all actions at law shall be in Will 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 conveyed to a land trustee, upon the demand of the Homeowners Association, the trustee shall furnish the Homeowners Association with a

certified copy of the trust agreement so that the Homeowners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

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;
- c. all lots not then improved with a living unit;
- d. all property or lots owned by the Covenantor.

## **ARTICLE V MAINTENANCE AND REPAIR**

Section 1. RESPONSIBILITY OF OWNER. Each owner of a lot in KNOCH KNOLLS UNITS I AND II 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 that the lot owner fails to keep his lot in good condition and the lot is vacant, 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 the cost of the work subject to the imposition of a lien in accordance with Article IV, Sections 9 and 10 herein.

Section 2. RESPONSIBILITY OF HOMEOWNERS ASSOCIATION, The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping of entrances and cul-de-sac islands in KNOCH KNOLLS UNITS I AND II.

Further, the Homeowners Association shall hold title to Lot B in Unit II and shall be responsible for the maintenance of said lot to the extent and as required by the ordinances of the City of Naperville, subject to the City's right of maintenance of public utilities placed within the lot and dedicated to the City of Naperville.

Section 3. LIABILITY FOR DAMAGE TO SUBDIVISION ENTRANCE MONUMENTS AND LANDSCAPING, Each lot owner in KNOCH KNOLLS UNITS I AND II shall be liable for the expense of any maintenance, repair or replacement of

any subdivision entrance monument and landscaping in KNOCH KNOLLS UNITS I AND II 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 COVENANTORS 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 KNOCH KNOLLS UNITS I AND II. Said easements shall include but are not limited to easements over, above, or under any part of KNOCH KNOLLS UNITS I AND II which may be granted to either any public utility, any private utility, or any governmental body, for the installation of electrical service, telephone conduit lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot.

Section 2. ARCHITECTURAL REVIEW. The Covenantor shall have the right to require architectural review by the Covenantor of all buildings and structures to be erected in KNOCH KNOLLS UNITS I AND II. No metal or stockade fences are permitted. No other buildings or structures, nor shall any exterior additions, changes, or alterations therein be made prior to written approval by the Covenantor. The Covenantor shall have the right to assign, designate, or relinquish this authority to the Homeowners Association at any time. The owner of the lot shall submit the following information:

a) construction plans and specifications, showing the nature, kind, shape, height, materials, and color scheme of the building or structure, b) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the Covenantor, and c) a grading plan as engineered and drawn by any engineer specified by the Covenantor. The Covenantor, shall have the right to reasonably refuse to approve any such construction it determines is not suitable or desirable for KNOCH KNOLLS UNITS I AND II based on aesthetic considerations or other factors.

All plans, specifications, and other information shall be filed in the office of MIDAMERICA DEVELOPMENT SERVICES, INC., Naperville, Illinois, 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.

Section 3. GENERAL RIGHTS. The Covenantor shall have the right to execute all documents or undertake any actions affecting KNOCH KNOLLS UNITS I AND II 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.

**ARTICLE VII  
COVENANTS AND RESTRICTIONS RELATING TO  
KNOCH KNOLLS UNITS I AND II**

Section 1. No lots shall be used except for residential purposes nor shall any trade, business, or commercial enterprise of any type whatsoever be permitted or maintained on any of the lots.

Section 2. All dwelling units constructed in KNOCH KNOLLS UNITS I AND II shall provide at a minimum the following square footage of finished living quarters:

- a) one-story dwelling units: 2,000 square feet
- b) two-story dwelling units: 2,800 square feet

Section 3. All dwelling units shall conform to the following requirements:

- a) No homes of aluminum construction will be permitted.
- b) All plans must be approved by the architectural committee.

Section 4. No camping 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 MIDAMERICA DEVELOPMENT SERVICES, INC. in connection with developing and advertising lots in KNOCH KNOLLS UNITS I AND II 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,

Section 11. No above ground swimming pools shall be erected, placed or maintained upon any of the lots.

Section 12. All structures to be erected shall comply with all government regulations, including zoning and building codes.

Section 13. There shall be a private easement of ingress and egress for the benefit of the owners and occupants of the lots and their invitees over that portion of the lots where designated on the recorded plat of subdivision for KNOCH KNOLLS UNITS I AND II.

Section 14. All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.

### **ARTICLE VIII 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 Will County, Illinois.

### **ARTICLE IX 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 KNOCH KNOLLS UNITS I AND II 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 lots 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 mail 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. MIDAMERICA DEVELOPMENT SERVICES, INC., 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 titleholding 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 thereunder 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 titleholding 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 KNOCH KNOLLS UNITS I AND II to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the



**AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR KNOCH KNOLLS UNITS I AND II**

This Amendment to the Declaration of Covenants and Restrictions for Knoch Knolls Units I and II Homeowners Association is made this day of February, 1990, by MidAmerica Development Services, Inc., an Illinois Corporation, (hereinafter referred to as "Covenantor").

**W I T N E S S E T H**

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Knoch Knolls Units I and II and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference, (hereinafter referred to as "Development Tract"); and

WHEREAS, the Covenantor caused to be recorded by the Recorder of Deeds of Will County on October 13, 1987 as Document No. R87-56613, the Declaration of Covenants and Restrictions, Easements, Charges and Liens for Knoch Knolls Units I and II Homeowners Association dated October 7, 1987;

WHEREAS, the Covenantor included in the initial Development Tract certain outlots which were exempted from the assessments, charges and liens, as specified in Article IV Section 2 of the Declaration of Covenants.

WHEREAS, the Covenantor reserved the right to undertake any action affecting Knoch Knolls Units I and II which in its sole opinion are desirable or necessary to implement the Declaration in Article VI Section 3 of the Declaration;

WHEREAS, the Covenantor has determined, in its opinion, that it is desirable to have certain property excluded from the Declaration of Covenants and Restrictions so that Lots A and D in Knoch Knolls Unit I and Lot B in Knoch Knolls Unit II may be developed for its intended purpose, being other than as residential property, and Lot C in Knoch Knolls Unit II be excluded because it does not benefit from the existing Homeowner's Association.

NOW THEREFORE, MidAmerica Developments, Inc., declares that the real property described in Exhibit B is and shall be excluded from the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for Knoch Knolls Units I and II dated October 7, 1987, and recorded by the Recorder of Deeds of Will County on October 13, 1987, as Document No. R87-56613.

IN WITNESS WHEREOF, MidAmerica Development Services, Inc., as Covenantor, has caused this amendment No. 1 to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Knoch Knolls Units I and II Homeowners Association, Inc. to be executed by its legally authorized officers.

MidAmerica Development Services, Inc.  
as Covenantor of the Knoch Knolls  
Units I and II Homeowner's  
Association, Inc.

By: /s/ William G. Haider  
William G. Haider, Vice President

Attest: /s/ Martha L. Vondra  
Martha L. Vondra,  
Assistant Secretary

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid; DO HEREBY CERTIFY, that William G. Haider personally known to me to be the Vice President of said corporation and Martha L. Vondra personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice 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 and 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 22<sup>nd</sup> day of February, 1990.

/s/ Sandra M. Welton  
Notary Public

Prepared by: Dommermuth, Brestal, Cobine and West, Ltd.  
and 123 Water Street  
return to: Post Office Box 565  
Naperville, Illinois 60566  
(708) 355-5800

**EXHIBIT "A"**

KNOCH KNOLLS UNIT I BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R87-56611 IN WILL COUNTY, ILLINOIS.

KNOCH KNOLLS UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R88-09734 IN WILL COUNTY, ILLINOIS.

**PIN #'S**

**01-01-400-003**

**01-01-400-002**

**01-12-200-003**

EXHIBIT "B"

TRACTS A AND D, IN KNOCH KNOLLS UNIT. I BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3. AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MARCH 11, 1988 AS DOCUMENT NUMBER R88-09734

TRACTS B AND C, IN KNOCH KNOLLS UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON MARCH 11, 1988 AS DOCUMENT NUMBER - R88-09734  
IN WILL COUNTY, ILLINOIS.

**AMENDMENT NO. 2 TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR KNOCH KNOLLS UNITS I AND II**

This Amendment to the Declaration of Covenants and Restrictions for Knoch Knolls Units I and II Homeowners Association is made this \_\_\_\_ day of December, 2000, by the Knoch Knolls Homeowners Association, an Illinois not-for-profit corporation, (hereinafter referred to as "Association").

**WITNESSETH**

WHEREAS, the Association is the homeowners association for the Knoch Knolls subdivision located in Naperville, Will County, Illinois for the property commonly known as Knoch Knolls Units I and II, and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference, (hereinafter referred to as "the Subdivision"); and

WHEREAS, Mid America Development Corporation has previously heretofore caused to be recorded with the Recorder of Deeds of Will County on October 13, 1987 as Document No. R87-56613, the Declaration of Covenants and Restrictions, Easements, Charges and Liens for Knoch Knolls Units I and II Homeowners Association dated October 7, 1987 (hereinafter referred to as "the Covenants");

WHEREAS, Mid America Development Corporation has caused to be recorded with the Recorder of Deeds of Will County on February 28, 1990 as Document No. R90-010674 the AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS

RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR KNOCH  
KNOLLS UNITS I AND II which vested in the Association all rights, title and privileges to  
run, operate and manage the Association in accordance with the Covenants;

WHEREAS, Article VIII of the Covenants provides that the provisions of the  
Covenants 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:

WHEREAS, in excess of sixty-six percent of the total vote has approved and  
consented to the following addition to Article IX, Section 7 of the Covenants:

If the Association enters into litigation to enforce the  
provisions of the Declarations of Covenants and Restrictions  
for Knoch Knolls Units I and II, whether as the party who  
brings the lawsuit or as the party who must defend a claim  
brought against the Association, the Associations shall be  
entitled to collect, in addition to any other remedy, all its  
costs and expenses, including the amount of reasonable  
attorney's fee, to the extent that the Association prevails on  
any such claim or lawsuit.

WHEREAS, in excess of sixty-six percent of the total vote has approved and  
consented to the following deletion to Article VII, Section 1 of the Covenants to eliminate  
the following:

... 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 the same as a part of  
such instrument.

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WHEREAS, the Secretary of the Association has heretofore certified the total  
vote approving and consenting to said amendment and deletion;

NOW THEREFORE, the Association hereby declares that the following modification be incorporated into and be made a part of the Covenants and have the same force and effect as those terms, conditions and restrictions as those contained in the Covenants:

If the Association enters into litigation to enforce the provisions of the Declarations of Covenants and Restrictions for Knoch Knolls Units I and II, whether as the party who brings the lawsuit or as the party who must defend a claim brought against the Association, the Associations shall be entitled to collect, in addition to any other remedy, all its costs and expenses, including the amount of reasonable attorney's fee, to the extent that the Association prevails on any such claim or lawsuit.

AND THEREFORE, the Association hereby declares that the following deletion be eliminated from the Covenants:

... 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 the same as a part of such instrument.

By:  
John Cornet, President

By:  
Chuck Balogh, Secretary

State of Illinois        )  
                                  )  
County of DuPage     )        ss.

The undersigned, Notary Public, in and for the County and State aforesaid, do HEREBY CERTIFY, that John Cornet personally known to me to be the President of said Association and Chuck Balogh personally known to me to be the Secretary of said Association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared .before me this day in person and severally acknowledged that as such President and 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 Association, as their and free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

SIGNED AND SWORN BEFORE ME  
this \_\_\_\_\_ Of December, 2000.

Notary Public

**PREPARED BY AND RETURN TO:**

William J. Arendt, Esq.  
William J. Arendt & Associates  
201 E. Ogden Ave.  
Suite 116  
Hinsdale, Illinois 60521

**LEGAL DESCRIPTION**

KNOCH KNOLLS UNIT I BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R87-56611 IN WILL COUNTY, ILLINOIS.

KNOCH KNOLLS UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R88-09734 IN WILL COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBERS

01-01-400-003

01-01-400-002

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