

AUTUMNWOOD PHASE II

OWNER'S CERTIFICATE
The undersigned, owner of the real estate shown and described herein, do hereby certify that the plat and subdivision map...

Dated this 24th day of October, 2004.
Michael A. Escheid, Mayor, City of Ottawa, Illinois

NOTARY CLERK CERTIFICATE
I, Mary Jane Wilkinson, County Clerk of Ottawa County, Illinois, do hereby certify that the above described plat...

Given under my hand and Notarial seal this 24th day of October, 2004.
Notary Public

COUNTY CLERK CERTIFICATE
I, Mary Jane Wilkinson, County Clerk of Ottawa County, Illinois, do hereby certify that the above described plat...

Given under my hand and Notarial seal this 24th day of October, 2004.
Notary Public

CITY OF OTTAWA CERTIFICATE
Under the authority provided by Chapter 24, Illinois Revised Statutes 1949, enacted by the Council of the City of Ottawa, this plat was given approval by the City of Ottawa, as follows:

Approved by the City Council at a meeting held September 21, 2004.
Mayor, City of Ottawa, Illinois

Approved by the City Engineer.
City Engineer, City of Ottawa, Illinois

SURVEYOR'S CERTIFICATE
I, Michael A. Escheid, Illinois, hereby certify that the plat shown hereon of Autumnwood Phase II, consisting of lots, blocks, streets, alleys, easements, and other improvements, together with the monuments shown hereon actually exist, and that their location, size, type and materials are as shown on the plat...

Dated this 24th day of October, 2004.
Michael A. Escheid, Professional Engineer, duly licensed under the laws of the State of Illinois...

CONSENT OF MORTGAGE HOLDER
The undersigned, as mortgagor, consent to the recording of the Final Plat, Phase II, hereby consent to the recording of the Final Plat...

NOTARY CLERK CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF LASALLE )

Given under my hand and Notarial seal this 15th day of October, 2004.
Notary Public

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF LASALLE )

Dated this 10th day of November, 2004.
Shelly A. Munko, City Clerk, City of Ottawa, Illinois

FINAL PLAT
AUTUMNWOOD PHASE II, CITY OF OTTAWA, LASALLE COUNTY, ILLINOIS
ETSCHEID & OUTLINGER & ASSOCIATES INC.
Professional Engineers & Land Surveyors

2004 NOV 24 AM 10:25

R2004-32096

COMPUTER   
PREP   
SCAN

FILED

# **FINAL PLAT**

**for**

# **AUTUMNWOOD PHASE II**

**(See Microfilm)**

LASALLE COUNTY RECORDER

2004 NOV 24 AM 10:25

R2004-32096

FILED

(Recorder's Office)

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P.O.A. DECLARATION  
OF PROPERTY OWNERS ASSOCIATION FOR  
AUTUMNWOOD SUBDIVISION  
PHASE II

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ARTICLE I

YOESELE DEVELOPMENT, L.L.C. an Illinois Limited Liability Company, as the Developer of Autumnwood Subdivision, Ottawa, IL in multiple phases with storm water retention facilities, outlots, green spaces and a lake upon portions of Autumnwood Subdivision and utility, drainage and access easements, if any, shown on the Plat hereby establishes the following Declaration of Property Owners Association hereafter "POA DECLARATION" for Phase II of Autumnwood Subdivision, hereafter referred to as the "Subject Property". This POA Declaration is to bear against and affect the Subject Property, and shall be covenants running with the land, on the terms, conditions and specifications hereafter set forth.

ARTICLE II

PROPERTY SUBJECT TO THIS POA DECLARATION

SECTION 1:

The real property which is subject to this POA Declaration of Property Owners Association is legally described as:

Autumnwood Subdivision, Phase II  
in the City of Ottawa, LaSalle County, IL

SECTION 2:

Add on Authority: Declarant shall have the right, power and authority, without the consent of any Owner, to amend this POA Declaration by adding an Autumnwood Subdivision Phase, lot or lots to the Subject Property, and to submit said Phase, lot or lots to this POA Declaration, anything contained in this POA Declaration to the contrary notwithstanding.

SECTION 3:

Exceptions and Changes in Future Phases, Condominium Developments: Declarant, for itself and its successors and assigns, hereby reserves the right to enter into written agreements or different POA Declarations without the consent of any Lot Ownerships to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidenced by any grantee of any Lot in the Subject Property or property subject to other Phases of Autumnwood Subdivision as determined in the sole and absolute discretion of Declarant. Any such deviation shall not constitute a waiver of any provision of this POA Declaration as to any other Lot in the Subject property.

To the extent reasonable, practical and conducive to future development, Developer will impose this same POA Declaration on all other Phases of Autumnwood Subdivision, but hereby reserves the right to change this POA Declaration in whole or in part as to any future Phases of Autumnwood Subdivision, such as a separate, or additional, Association for alley lots, lake lots or condominium lots. Deviations in the POA Declaration from prior Phases are summarized in Article VII hereof.

ARTICLE III

DEFINITIONS

The following words when used in this POA Declaration have the following meanings:

- (a) ASSOCIATION: The AUTUMNWOOD PROPERTY OWNERS ASSOCIATION, INC. (or other name) an Illinois not-for-profit Corporation to be created and incorporated by Declarant, to own and manage the common areas.
- (b) AUTUMNWOOD SUBDIVISION: The real property described in Article II and any adjoining phases under the same name.
- (c) BOARD: Members of the Board of Directors who are elected by the Association.
- (d) CITY: The City of Ottawa.

(e) COMMON AREAS: Outlots, green spaces, easements, retention areas, and lakes conveyed by the Developers to the Association.

(f) DECLARANT: YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, its successors and assigns.

(g) DEVELOPER(S): YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company its successors and assigns.

(h) DETENTION FACILITY: Those improvements, as shown on the Plat, including contours and grading, required pursuant to applicable codes and ordinances of the City to detain storm water; the storm sewers outletting the detention areas and the common collection storm water sewer and fixtures, and appurtenances incidental thereto and including those areas described as storm water and drainage easements on the Plat.

(i) LOT: A lot located within the Subject Property subdivision plat which has been properly approved and recorded and suitable for residential housing. The Green Spaces and Outlots shall not be included within this defined term. Each half of a lot with a duplex thereon shall be considered a separate lot.

(j) LOT OWNERSHIP: Fee simple ownership of a Lot.

(k) OCCUPANT: A Person or Persons, other than Owner, in possession of a Lot.

(l) OUTLOT OR GREEN SPACE: Vacant land owned by Developers or the Association which cannot have residential or commercial units.

(m) OWNER: A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any Lot Ownership, where title is held by Developer, Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by Deed in Lieu of Foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.

(n) SUBJECT PROPERTY: The real estate described in ARTICLE II.

ARTICLE IVCREATION OF AUTUMNWOOD SUBDIVISION  
PROPERTY OWNERS ASSOCIATION

- SECTION 1: Association. At any time, but no later than one (1) year following sale of 90% of the lots in Autumnwood Subdivision, the powers and authorities of the Association as set forth throughout this POA Declaration, including, without limitation, the ownership, management, and maintenance of the common areas, together with the powers and authorities of the Declarant as set forth throughout this POA Declaration, except as otherwise expressly reserved unto Declarant hereunder, shall be vested in an association having the name "AUTUMNWOOD SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.", or such other name chosen by Declarant and acceptable to the Illinois Secretary of State, being an Illinois not-for-profit Corporation formed by Declarant for such purpose. Until such time as the Declarant has caused such powers and authorities to be vested in the Association, such powers and authorities shall remain with the Declarant. Following creation of the Association, Declarant may convey ownership of the common areas and storm sewer and drainage easement rights to the Association that are not conveyed to the City. Until such conveyance, Declarant may exercise without limitation, all maintenance and management of the Common Areas.
- SECTION 2: Association Membership. Each Owner, including Declarant, with respect to each Lot Ownership held by him or her, shall be a member of the Association so long as he or she is an Owner of a Lot. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when he or she ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of his or her obligation for any assessments which were levied or became due while he or she was a Lot Owner under this POA Declaration.
- SECTION 3: Association Responsibilities and Limitations. The Association, acting through its membership, or its Board of Directors as the case may be, shall have the responsibility of (a) holding legal title to the Common Areas in its own name or the name of a land trust, the beneficial interest of which is owned solely by the Association; (b) enforcing and administering the terms of this POA Declaration and the Covenants and Restrictions; (c) establishing and approving the annual budget (including necessary reserves); and (d) establishing and collecting assessments and arranging for the management and the maintenance, repair, and rehabilitation of the Common Areas. Nothing can be done however by the Association that would interfere with or change the development of Autumnwood Subdivision by the Developer.

SECTION 4: By-Laws. The Association may adopt such By-Laws, rules and regulations not inconsistent with the provisions of this POA Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this POA Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association, and may be changed from time to time as the Association deems advisable. The Association shall not be deemed, to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners and the ownership and maintenance responsibilities of the Association in accordance with the provisions of this POA Declaration.

SECTION 5. Voting Rights.

(a) There shall be one person with respect to each Lot Ownership (whether improved or vacant) who shall be entitled to vote at any meeting of the Association ("voting member"). The voting member may be the Owner or may be a person designated in writing by such Owner to act as proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for the purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person, the voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes, may be cast on behalf of any Lot Ownership. For these purposes, Developer may vote on behalf of each lot Developer owns and only lots in an approved final plat of a subdivision phase may vote.

(b) Suspension of Voting Rights. During any period in which a Lot Owner shall be in default in the payment of any assessment or special assessment levied by the Association pursuant to this POA Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

SECTION 6. Meetings.

(a) Location/Quorum. Meetings of the voting members shall be held at the Subject Property, or at such other place in the City as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon thirty (30) days notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members during the third quarter of each calendar year at such reasonable time and date as may be designated by the Board with notice given not less than thirty (30) days prior to the date fixed for such meeting.

(c) Special Meetings. Special meetings of the voting members shall be called by written notice authorized by a majority of the Board or by the voting members having one-third (1/3) of the total votes and given not less than seven (7) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this POA Declaration. The notice shall specify the date, time, and place of the meeting and the matters to be considered.

(d) Notices of Meetings. Notices of special meetings shall be delivered either personally or by mail (or e-mail) to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the taxpayer of record for such Lot, if no other address has been given to the Board. The thirty (30) day Notice of the annual meeting may be given in the same manner as for special meetings, or in the alternative by the posting of signs readable by passing vehicles at the South and North edges of Autumnwood Subdivision along Autumnwood Drive.

#### SECTION 7. Board of Directors.

(a) At the initial meeting of the voting members, and at each annual meeting thereafter, a Board of Directors consisting of five (5) Lot Owners, shall be elected by a majority of the voting members, attending either in person or by proxy, each to serve a term of three (3) years and until his successor is elected and qualified. Board members shall serve the Association without compensation. For purposes of incorporating the Association, Declarant may select an initial Board of Directors consisting of persons who may or may not be Lot Owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Directors at said meeting.

(b) The Board shall elect from among its members 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 and the Association, and a Secretary-Treasurer who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and a Treasurer.

(c) Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the remaining Directors until the next annual meeting of the members.

(d) At any meeting of the voting members duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the voting members and a successor may then and there be elected to fill



the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(e) Until the first Board of Directors is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.

(f) Except as otherwise expressly provided in this POA Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

**SECTION 8. Powers and Duties of the Board of Directors.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by this POA Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including, without limitation, the following:

(a) To provide for the management, improvement, maintenance and repair of the Common Areas, and to convey, mortgage and lease same.

(b) To enforce the terms of this POA Declaration and the Covenants and Restrictions and to enact such additional rules and regulations as are necessary for the use and enjoyment of the Common Areas; provided, all such additional rules and regulations are first approved by the written consent of not less than two-thirds (2/3) of the owners with lots fronting onto the common area to be regulated.

(c) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any special assessments against his Lot, and to collect the same, all in accordance with this POA Declaration;

(d) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association, and the Board against such risks as the Board may in its discretion deem appropriate;

- (e) To pay all taxes and other costs and expenses incident to the Common Areas and improvements utilized upon the Common Areas for the benefit of the Association;
- (f) To execute such grants of easement as may be necessary from time to time for any utility serving or crossing the Common Areas.
- (g) To deposit from time to time the credit of the Association funds in savings and checking accounts in such banks, trust companies, or other depositories as the Board may select;
- (h) To authorize any officer of officers, agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association;
- (i) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the Board or his agent or attorney, for any proper purpose at any reasonable times;
- (j) To provide the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this POA Declaration which is not cured within thirty (30) days.
- (k) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Developer, the Lot Owners by the By-Laws or this POA Declaration.

**SECTION 9: Indemnity of Board of Directors.** The Developer, members of the Board and the officers of the Association shall not be liable to the Lot Owners for any mistake of judgment, the amount of funding for the reserve account or any acts or omissions made in good faith as such Developer, members or officers. The Lot Owners shall indemnify and hold harmless the Developer, each of the members or officers against all contractual liability to others arising out of contracts made by the Developer, such members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this POA Declaration.

**SECTION 10: Board's Determination Binding.** In the event of any dispute or disagreement between the Lot Owners relating to the Common Areas or any question of interpretation or application of the provisions of this POA Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

ARTICLE VASSESSMENTS

- SECTION 1: Lien and Personal Obligation of Assessments. The Declarant, for each Lot Ownership, whether or not improved with a structure or structures owned by it, hereby covenant, to pay to the Association subject to the conditions and limitations expressed in Section 4 of this Article, and each Lot Owner other than the Declarant, by acceptance of the deed to his Lot Ownership, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and special assessments as hereinafter authorized, fixed, established, and collected from time to time as hereinafter provided. All such annual and special assessments, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment became due.
- SECTION 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Lot Owners' use of and benefits from the Common Areas and carrying out the responsibilities of the Association, including but not limited to the payment of taxes, insurance, and other costs and expenses incident to the creation, care, maintenance, repair and replacement of the Common Areas.
- SECTION 3: Amount of Annual Assessment. The amount of the Annual Assessment shall be determined by a majority of the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the Annual Assessment shall be an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this POA Declaration and the By-laws for the following year, and no greater than \$100.00 per lot, unless a higher amount is approved by a 2/3rds vote. Each annual Assessment shall be divided uniformly among the Lots, excluding the Common Areas.
- SECTION 4: Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, applicable to that year only, a special assessment which may be assessed uniformly or according to benefits against all or just the Lots benefitted for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the common areas, or just some of the common areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting members

that would be subject to the special assessment, voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all affected voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5: Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

The presence in person or by proxy of voting members entitled to cast 50% of the votes affected by the special assessment shall constitute a quorum.

SECTION 6: Date of Assessment. The Declarant, until the first annual meeting of voting members, and thereafter, the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lot and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board, setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7: Effective of Non-Payment of Assessment; Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof (including reasonable attorneys' fees) as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns until paid. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the lot until satisfied.

If an assessment is not paid within thirty (30) days after the due date, a service charge shall be added to such delinquent assessment equal to one and one-half per cent (1-1/2%) thereof per month, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action.

SECTION 8: Subordination of the Lien to Certain Encumbrances. Notwithstanding anything contained herein to the contrary, the lien of the assessments shall be subordinate to the lien of any mortgage or trust deed in the nature of a mortgage now or hereafter placed upon the property subject to assessment or lien; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due from the lien of any such subsequent assessment.

SECTION 9: Reserve Account. Upon creation of the Association, the Developer shall pay all costs to initially form the Association and to convey the common elements to the Association, free and clear of any liens or encumbrances. In addition, the Developer shall establish or add to a reserve account for the benefit of the Association in an amount equal to \$20.00 per lot for each platted residential lot in Phase II when Phase II is added to the Association.

#### ARTICLE VI GENERAL PROVISIONS

SECTION 1: Duration. This POA Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this POA Declaration for the term of fifty (50) years from the date this POA Declaration is recorded, after which time this POA Declaration shall become automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

SECTION 2: Waiver. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise. Failure by the Declarant or the Association to enforce any such provisions shall in no way be deemed a waiver of right to do so thereafter, not shall any such failure to act be deemed a consent except to the extent otherwise expressly provided herein.

SECTION 3: Amendment. This instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all of the Lot Ownerships. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the County Recorder of Deeds.

SECTION 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 5: Headings Not Controlling. The headings, sub-headings, and captions in this POA Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of the POA Declaration.

- SECTION 6: Perpetuities and Other Rules of Property. If any of the options, privileges, covenants, or rights created by this POA Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Chairman of the LaSalle County Board and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.
- SECTION 7: Title in Land 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 beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings, chargeable or created under this POA Declaration against such Lot. 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 and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.
- SECTION 8: Assignment of Declarant's Rights. Declarant, its successors or assigns, shall have the right to vest the Association with all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by the Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the County Recorder of Deeds, and Declarant, its successors and assigns, shall thereupon be relieved and discharged from every duty so vested in the Association.
- SECTION 9: Application to Multiple Phases. To the extent reasonably practical and possible, all phases of Autumnwood Subdivision will be subject to the same Association.

## ARTICLE VII.

### DEVIATIONS

Deviations in this POA Declaration from the POA Declarations for Phase II exist in the following Articles and Sections:

(None)

IN WITNESS WHEREOF, Declarant and Developer have caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the 22 day of November, 2004.

**DECLARANT & DEVELOPER:**

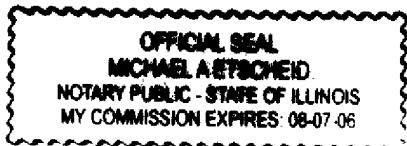
Yoesle Development, L.L.C.,  
an Illinois Limited Liability Company,

BY:   
MARTIN YOESLE, Authorized Agent

STATE OF ILLINOIS )  
COUNTY OF LASALLE ) SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that MARTIN YOESLE, authorized agent for Yoesle Development, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as directed by the Members of said L.L.C. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of November, 2004.



  
NOTARY PUBLIC

FILED

(Recorder's Office)

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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR AUTUMNWOOD SUBDIVISION  
PHASE II**

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**ARTICLE I**

YOSLE DEVELOPMENT, L.L.C. an Illinois Limited Liability Company, as the Developer of Autumnwood Subdivision, Ottawa, IL in multiple phases with storm water retention facilities, outlots, green spaces and a lake upon portions of Autumnwood Subdivision and utility, drainage and access easements, if any, shown on the Plat hereby establishes the following Declaration of Covenants, Restrictions and Easements hereafter "DECLARATION" for Phase II of Autumnwood Subdivision, hereafter referred to as the "Subject Property". This Declaration is to bear against and affect the Subject Property, and shall be covenants running with the land, on the terms, conditions and specifications hereafter set forth.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION**

**SECTION 1:**

The real property which is subject to this Declaration of Covenants, Restrictions and Easements is legally described as:

Autumnwood Subdivision, Phase II  
in the City of Ottawa, LaSalle County, IL



SECTION 2:

Add on Authority: Declarant shall have the right, power and authority, without the consent of any Owner, to amend this Declaration by adding an Autumnwood Subdivision Phase, lot or lots to the Subject Property, and to submit said Phase, lot or lots to this Declaration, anything contained in this Declaration to the contrary notwithstanding.

SECTION 3:

Exceptions and Changes in Future Phases, Condominium Developments: Declarant, for itself and its successors and assigns, hereby reserves the right to enter into written agreements or different declarations without the consent of any Lot Ownerships to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidenced by any grantee of any Lot in the Subject Property or property subject to other Phases of Autumnwood Subdivision as determined in the sole and absolute discretion of Declarant. Any such deviation shall not constitute a waiver of any provision of this Declaration as to any other Lot in the Subject property.

To the extent reasonable, practical and conducive to future development, Developer will impose this same Declaration on all other Phases of Autumnwood Subdivision, but hereby reserves the right to change this Declaration in whole or in part as to any future phase of Autumnwood Subdivision, such as a separate, or additional, Association or Covenants for alley lots, lake lots or condominium lots. Deviations in this Declaration from prior Phases is summarized in paragraph 27 of these Covenants and Restrictions.

ARTICLE IIIDEFINITIONS

The following words when used in this Declaration have the following meanings:

(a) ASSOCIATION: The AUTUMNWOOD PROPERTY OWNERS ASSOCIATION, INC. (or other name) an Illinois not-for-profit Corporation to be created and incorporated by Declarant, to own and manage the common areas.

(b) AUTUMNWOOD SUBDIVISION: The real property described in Article II and any adjoining Phases under the same name.

(c) BOARD: Members of the Board of Directors who are elected by the Association.

(d) CITY: The City of Ottawa.

(e) COMMON AREAS: Outlots, green spaces, easements, retention areas, and lakes conveyed by the Developers to the Association.

(f) DECLARANT: YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, its successors and assigns.

(g) DEVELOPER: YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company its successors and assigns.

(h) DETENTION FACILITY: Those improvements, as shown on the Plat, including contours and grading, required pursuant to applicable codes and ordinances of the City to detain storm water; the storm sewers outletting the detention areas and the common collection storm water sewer and fixtures, and appurtenances incidental thereto and including those areas described as storm water and drainage easements on the Plat.

(i) LOT: A lot located within the Subject Property subdivision plat which has been properly approved and recorded and suitable for residential housing. The Green Spaces and Outlots shall not be included within this defined term.

(j) LOT OWNERSHIP: Fee simple ownership of a Lot.

(k) OCCUPANT: A Person or Persons, other than Owner, in possession of a Lot.

(l) OUTLOT OR GREEN SPACE: Vacant land owned by Developers or the Association which cannot have residential or commercial units.

(m) OWNER: A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any Lot Ownership, where title is held by Developer, Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by Deed in Lieu of Foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.

(n) SUBJECT PROPERTY: The real estate described in ARTICLE II.

**ARTICLE IV**  
**COVENANTS AND RESTRICTIONS**  
**FOR AUTUMNWOOD SUBDIVISION - Phase II**

1. Each and every lot in Autumnwood Subdivision, Phase II, shall be subject to the following Covenants and Restrictions and which shall be binding on all owners of said lots "their successors and assigns" and persons claiming under them.
2. All areas marked "Utility Easement" on the Plat of Subdivision are dedicated and reserved for the installation and maintenance of public utilities. Bushes and shrubs, but not trees, may be planted within a utility easement, but are subject to the rights of a utility company to maintain and repair its utility service. All areas marked "Public Tree Easement" are dedicated and reserved for planting and maintenance of trees in compliance with and subject to the City's Tree Ordinance, and where adjacent to an "Utility Easement" can be used for access to the Utility Easement. All areas marked "Drainage Easement" are dedicated and reserved for surface and subsurface drainage facilities. All areas marked "Public Access" are dedicated and reserved for passage of the public if accepted by the City, otherwise, for passage of only owners, occupants and their guests if controlled by the Developer or Association. All areas marked "reserved for future roadway purposes" or "reserved for future utility purposes" are dedicated and reserved for passage of the public and utilities, but only if accepted by the City. No action or improvement will be allowed that would interfere with the purpose of an easement. Trees already existing within a parkway or utility easement need not be removed because of an easement restricting new trees.
3. A closed garage must be built attached to the dwelling and shall be no less than a two car garage.
4. No dwelling erected on any lot in said Subdivision shall exceed two stories in height. No old houses or any type of old building shall be moved upon a lot for building or remodeling.
5. No trailer, basement, tent, shack, garage, camper or other outbuilding erected on any lot shall at any time be used as a residence or living quarters temporarily or permanently, nor shall any structure of a temporary character be used as a residence or living quarters. No boat, boat accessories, boat trailers, U-Hauls, recreational vehicle or similar items shall be allowed to be stored outside on a lot for more than two (2) weeks each year.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Trash and garbage shall be placed in suitable containers and placed in inconspicuous locations.
7. No excess excavated earth shall be removed from the development unless written approval is obtained from the Declarant. All such material shall be deposited at a location at lot owner's expense within the development as may be designated by the Declarant.

8. All homes must be architecturally harmonious with the neighborhood and all residential building plans including exterior colors must be approved and initialed by the Declarant prior to obtaining a building permit from the City. The exterior front elevation of a home may not be substantially similar to existing adjoining homes or homes directly across the street. No metal structures will be allowed.
9. Minimum Living Area. The gross interior living space of the house must meet the following minimum area requirements. Portions of the house which are below the finished grade elevation or are unfinished will not be included within the minimum area calculation. Garages, porches and balconies will not be included within the minimum living area calculation.

Lots 29 through 61 inclusive

Single Family one story	-	1600 square feet
Other than one story	-	2000 square feet

Town Homes & Duplexes	-	Not applicable in Phase II
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10. All driveways shall be paved with concrete, or decorative brick. Driveways with bituminous paving or other materials will require the consent of the Developer. The landscaping on all lots shall contain within one (1) year from the completion of construction, the number, size and type of trees required by City Ordinance, except such trees shall be located within 5 feet of the front and side lot lines which abut a street, other than Autumnwood Drive, instead of within the street right-of-way. All Foundations shall be designed to conform to finished ground elevations and a maximum of 6" of exposed foundation shall be visible in the front from the street. A brick ledge or nailer strips shall be provided to assure that the siding material conforms to this.
11. All of the lots shall be used as residential lots, and no building shall be erected or maintained thereon unless it be a dwelling house equipped for occupancy as a private residence by a single family only, and except outbuildings, compatible with the architectural style of the subdivision are allowed, subject to City Ordinance.
12. No fence, hedge, or enclosure more than 6' in height shall be built or grown upon any lot in said Subdivision, and any such fence, hedge, or enclosure shall be of an ornamental type.
13. No business of any kind shall be conducted on any lot. Provided, however, a home occupation as herein defined shall not be construed as a business. Home occupation shall be defined as an occupation carried on only by members of the family residing on said lot within a residential building and shall not include the use of any mechanical equipment other than that which is usual for purely domestic or hobby purposes and further shall not include exterior display or exterior signs. There shall be no exterior storage or equipment or materials used in such home occupations. Home occupations shall not include any wholesale or retail business unless conducted entirely by mail or telephone which do not involve the sale,

receipt or delivery of merchandise on the premises and shall further not include any manufacturing business, any service establishment of any kind operating on or from the premises, any clinic, hospital, public stable, dog kennel, restaurant, veterinary or animal hospital nor any other activity which produces noxious matter, is a public hazard or nuisance or in any manner depreciates the value of surrounding property.

14. If all, or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six months after the damage occurs and shall be completed within ten months after the damages occurs unless prevented by causes beyond the control of the owner or owners.
15. All utilities served from public easements are to be underground.
16. Any sidewalks in the public right-of-way shall be installed in accordance with the sidewalk specifications and grade elevations for Autumnwood Subdivision on file with the City of Ottawa.
17. There shall be no satellite dishes in yards facing the street.
18. Drainage swales shall be constructed along the side and rear lot lines as needed or required to provide positive surface drainage from each lot.
19. Construction of a residence on a lot must start within two (2) year from the date of purchase of a vacant lot from the Developer. Any application to the City for a Building Permit for a new residence filed two (2) years or more after the date of City approval of the Final Plat for Phase II, must be accompanied by a deposit or Performance Bond as required by the City's Tree Ordinance. Start of construction shall be evidenced by excavation for a foundation or basement. Exterior of the residence must be completed within six (6) months of excavation start and all driveways, private sidewalks and landscaping must be completed within one year of excavation start. Date of purchase shall be the date of the Deed from the Developer. In the event of a violation of this Covenant, the Developer shall have the option (but not the obligation) until three (3) years from the date of the Deed to repurchase the lot at the Developer's original selling price, plus 3% interest per annum, less proration of taxes, liens and encumbrances against the lot.

The option granted in this paragraph 19 (i) shall expire three (3) years from the date of a Deed from the Developer and can only be extended by the recording of a written extension; (ii) can only be exercised by a Developer, or its successor; (iii) and nonexercise or waiver of the option to one or more previously sold lots shall not constitute a precedent or waiver of Developer's right to exercise this option as to future lot sales.

20. Alley lots. No driveways or curb cuts shall be allowed on the front of any lot adjoining an alley, and the rear building setback on any lot adjoining an alley shall be 20 feet.
21. Duplex or Town House Lots. Each unit shall have separate utility services, side yard setbacks shall not apply to the common wall sides and no unit owner or occupant can change or alter the exterior (including color) without the consent of all unit owners of the same duplex or building.
22. There is no covenant 22 for Phase II.
23. The owner of each lot will keep his lot mowed or will pay for having it mowed. In the event a lot is not mowed for a thirty (30) day period during growing season, the lot owner agrees to pay 150% of all expenses and costs of mowing incurred by the developer for mowing the lot, and in the event of nonpayment the developer shall be entitled to a lien on the lot for the cost of mowing.
24. These covenants are to be considered supplementary to City and all other applicable Ordinances and laws. In cases where the City or other Ordinances or laws are more restrictive than these Covenants the other Ordinances or laws shall apply.
25. The Developer and Declarant, as used herein, is defined in Article III.
26. These Covenants and Restrictions may be enforced by the Developer, Declarant, Association or any lot owner in Autumnwood Subdivision, Phase II, except Covenant No. 19 can be enforced by only the Developer.
27. Deviations. Phase I covenant No. 22 provides for Autumnwood Lake Lot Association

## ARTICLE V

### EASEMENTS AND ROADS

SECTION 1: Drainage, Public Access and Storm Water Detention Easements. Developer has or will convey to the City, or if refused by the City, to the Association the Detention Areas and those easements for public access, drainage and storm water detention as shown on the Plat. Each Owner of a Lot within the Subject Property shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions.

SECTION 2: Easements To Run With The Land. All public access, tree, utility and drainage easements on or with respect to any lot within the Subject Property and shown on the Plat of Subdivision are easements appurtenant to and running with the land, perpetually in force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and any Owner, occupant, purchaser, mortgagee and other person having an interest in any lot upon which such easement is located and its or his heirs, grantees, successors and assigns.

SECTION 3: Roads and Alleys. Developer hereby dedicates the areas shown as "Roads" or "Alleys" to the City as a public right-of-way.

SECTION 4: Outlots and Green Spaces. Developer has or will convey to the Association, the areas shown on the Plat as an Outlot or Green Space and use of these areas shall be exclusively restricted to lot owners and their guests accompanied by lot owners. The Association may adopt and enforce such rules and regulations for each outlot or Green Space as approved by two-thirds (2/3rds) of the Owners of Lots with houses fronting onto a Green Space or Outlot.

SECTION 5: Temporary Work Space: A twenty (20') foot temporary work space shall be deemed to exist adjacent to all utility and drainage easements in favor of the City and utility company owning the installed utility service, except where improvements have been constructed or may be constructed in the future. Use of temporary work space shall require repair and/or payment of damages, if any, caused by such use.

## ARTICLE VI

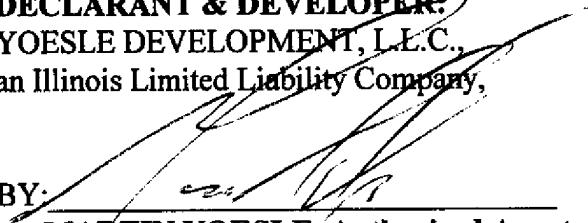
### CREATION OF AUTUMNWOOD SUBDIVISION PROPERTY OWNERS ASSOCIATION

(Not shown herein, recorded as a separate document.)

(Provides for annual assessment up to \$100.00 per lot, unless a higher amount is approved by 2/3rds vote.)

IN WITNESS WHEREOF, Declarant and Developer have caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the 22 day of November, 2004.

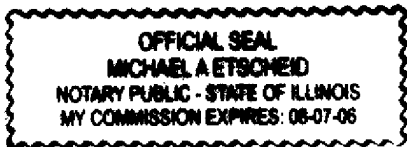
**DECLARANT & DEVELOPER:**  
Yoesle Development, L.L.C.,  
an Illinois Limited Liability Company,

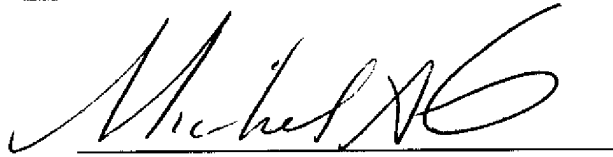
BY:   
**MARTIN Yoesle, Authorized Agent**

STATE OF ILLINOIS )  
COUNTY OF LASALLE ) SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that MARTIN Yoesle, authorized agent for Yoesle Development, L.L.C. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as directed by the Members of said L.L.C.'s for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of November, 2004.



  
**NOTARY PUBLIC**