

Pepper Valley Homeowner Association Covenants

The developers of Pepper Valley set forth a DECLARATION OF COVENANTS AND RESTRICTIONS for each of the three (3) Units (see attached map). For the convenience of Pepper Valley residents we have reproduced below the text of those covenants & restrictions. Note:To conserve space we have omitted "ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION" which provides the legal description of each Unit, the balance of the text being the same.

Declarations for each Unit are on file at the office of the Kane County Recorder, should you need an "official" copy refer to the appropriate numbers shown below:

	<u>DOCUMENT NO.</u>	<u>BOOK</u>	<u>PAGE</u>
UNIT	11174091	2610	515
UNIT2	1247630	2810	61
UNIT 3	1323012	3032	485

DECLARATION OF COVENANTS & RESTRICTIONS

THIS DECLARATION, MADE THIS 9/25/70, BY OAK PARK NATIONAL BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED 1/10/69 AND KNOWN AS TRUST NO. 8787, HEREINAFTER CALLED "DECLARANT".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this declaration & desires to create thereon a residential community with parks, playgrounds, open spaces, & other common facilities for the benefit of the community; And

WHEREAS, PEPPER VALLEY DEVELOPMENT (PVH), a partnership, hereinafter referred to as "PVH" is the sole owner of the beneficial interest in & to the real property described in Article I hereof under the terms of said trust agreement; AND

WHEREAS, Declarant desires to provide for the preservation of the values & amenities in said community & for the maintenance of said parks, playgrounds, open spaces, & other common facilities, & to this end, desires to subject the real property described in Article I together with such additions as may hereafter be made thereto (as provided in Article I) to the covenants restrictions, easements, charges & liens, hereinafter set forth, each & all of which is for the benefit of said property & each owner thereof; And

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values & amenities in said community, to create an agency to which should be delegated & assigned the powers of maintaining & administering the community properties & facilities & administering & enforcing the covenants & restrictions & collecting & disbursing the assessments & charges hereinafter created, And

WHEREAS, Declarant shall incorporate under the laws of the state of Illinois, as non -profit corporation, Pepper Valley Home Association (PVHA), for the purpose of exercising the functions aforesaid; And

WHEREAS, Declarant desires to convey certain Private Community Areas (sometimes referred to as Common Properties) to PVHA & not to convey any property other than such common property to PVHA; And

NOW, THEREFORE, Oak Park National Bank, under Trust #8787 declares that the real property described in Article I & such additions thereto as may hereinafter be made pursuant to Article I hereof, is & shall be held, transferred, so ld, conveyed & occupied subject to the referred covenants & restrictions hereinafter set forth.

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION

Refer to attached map for layout of Units #1, #2, #3.

PAGE 1 OF 5

ARTICLE II - GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subject to the covenants hereby declared to insure proper use & appropriate development & improvement of Pepper Valley & every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate & reasonable development of said property; to encourage the erection of attractive improvements hereon, with appropriate locations thereof; to prevent haphazard & inharmonious improvement; to secure & maintain proper setbacks from streets, and adequate free spaces between structures; & in general provide adequately for a highest type & quality of improvement in Pepper Valley; & to insure desired high standards of maintenance & operation of community facilities & services of benefit to all owners of property in Pepper Valley by maintaining the & promoting the desired character of the entire Pepper Valley area & convenience of all of the residents in Pepper Valley.

ARTICLE III - DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Association shall mean & refer to PVHA, a corporation organized not for profit under the laws of the State of Illinois, whose members shall consist of & be limited to the owners from time to time of lots within the Properties as such areas exist from time to time.
- (b) Properties shall mean & refer to all such existing properties, & additions thereto, as are subject to this Declaration.
- (c) Common Properties shall mean & refer to those areas of land shown on any recorded subdivision plat of the Properties & referred to in such Plat as Private Community Areas, & intended to be devoted to the common use & enjoyment of the owners of the Properties.
- (d) Single Family Dwelling. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, or trailers.
- (e) Multiple Family Dwelling. A townhouse, garden apartment or apartment building occupied by one or more than one family unit.
- (f) Multiple Family Dwelling Unit. That portion of the building having living accommodations for not more than one family.
- (g) Owner shall mean & refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or single family dwelling unit situated upon the Properties but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless & until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) Building Height. The vertical distance measured from the established ground level level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves & the ridge of a gable, hip or gambrel roof. Chimneys & ornamental architectural projections shall not be included in calculating the height.
- (i) Structure. Anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed a separate structure.
- (j) Single Family Lot. (defined in the plat for each Unit)
- (k) Multiple Family Lot. Property as shown Pepper Valley Unit #1 Plat & legally described as; Lot 1 in Block 6.

(1) Declarant Oak Park National Bank, as trustee, under Trust #8787 dated January 1, 1969.

ARTICLE IV - GENERAL RESTRICTIONS

1. Land Use & Building Type

(a) All single family lots in Pepper Valley shall be used for private residence purposes only, & no buildings on single family lots, except as specifically authorized elsewhere in this declaration, shall be erected, re-erected or maintained thereon, except one dwelling, for occupancy by one family, & a private garage containing no more than four parking spaces for the sole use of the owners & occupants of the dwelling. Said garages may have living quarters therewith for the sole use of servants of the owner or occupants but shall not be used for rental purposes.

(b) The Multiple Family Lot shall consist of 32 Townhouse type dwelling units with two parking spaces provided for each dwelling unit. The height of the structure shall be limited to two stories. Final architectural plans and layout to be approved by the Geneva Plan Commission & Geneva City Council.

PAGE 2 OF 5

2. Building Height

No dwelling shall be erected, altered, or placed, which is more than 2.5 stories or 35' in height, whichever is lesser.

3. Dwelling. Quality and Size for Single Family Residence.

It is the intention & purpose of these covenants to assure that all dwellings shall be of good quality & design, workmanship & material. All dwellings shall be constructed in accordance with the applicable governmental building code. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces, & breezeways, shall be:

a. For one story dwellings - not less than 1,500 square feet.

b. For dwellings of more than one story - not less than 1,000 square feet on the ground floor and the total living area in the dwelling shall not be less than 1,800 square feet.

4. Driveways

Access driveways & other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, & shall have a wearing surface of asphaltic concrete or equivalent thereof.

5. Easements

Where Declarant has granted any easement to a public utility or surface drainage easement or other easements of record which are set forth in any recorded Plat of Subdivision, there shall be no permanent buildings or trees placed on said easement but same may be used for gardens, shrubs, landscaping or other purpose that do not then or later interfere with said uses or rights therein granted.

6. Nuisances & Livestock.

No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than 2 dogs or cats shall be kept or maintained on any lot. No burning (with the exception of new construction) of refuse shall be permitted outside the dwelling, except that of the burning of leaves as permitted or allowed by the City of Geneva Ordinance. The use of any carport, driveway, or parking area which may be in front of or adjacent to or part of any single family lot as a habitual place for commercial vehicles is prohibited. The Parkway located between the pavement & lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks & vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

7. Nameplates & Hospitality Light Standards. Television or Radio Antennas & Towers. Laundry Drying Facilities or Flagpoles for the Single Family Lot.

There shall be not more than one nameplate on each lot. A nameplate shall not be more than 108 square inches in area, & contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard. One hospitality light standard may be located within the front yard. No television or radio antennae or tower shall be erected or used outdoors, whether attached to a building or structure or otherwise. Further, flag poles are permitted provided the pole is not more than 25' in height.

8. Temporary Structures.

No trailer, basement of uncompleted building, shack, garage, barn (except as permitted in paragraph 1 of this Article IV) & no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during construction of a dwelling shall be on the same lot as the dwelling, & such buildings or structures shall be removed upon the completion of construction.

9. Underground Wiring & Sump Drainage.

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in Pepper Valley other than within buildings or structures or attached to their walls unless same shall be contained in conduits or approved cables, constructed, placed & maintained underground. No sump wells or pumps shall drain directly into the streets.

10. Maintenance of Side Strips.

The owners of lots in Pepper Valley shall be responsible for the maintenance of parkways located between their lot lines & edges of street pavements on which lots face, & nothing shall be planted or maintained there contrary to municipal ordinances.

PAGE 3 OF 5

11. Deviations By Agreement With Declarant.

Declarant hereby reserves unto PVHA the right to enter in agreements with the grantee of any lot or lots (without the consent of grantees of other or adjoining or adjacent property) to deviate from any & all of the covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, & any such deviation (which shall be manifested by any agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in Pepper Valley.

ARTICLE V

1. Pepper Valley Unit #1 contains the following lot which is to be referred to hereinafter as "Common Area", to-wit; Lot 2, Block 6. The title to said Common Area shall be conveyed from Declarant to a non-profit corporation which shall be formed by said party upon approval of this Declaration of Restrictions & that of said Plat thereof, by the City of Geneva, State of Illinois. Said conveyance shall be by way of a trustee's deed vesting title in said corporation as long as said property is used & maintained for recreational purposes, on a non-profit basis. Such corporation shall have as its specific purpose the care, maintenance, & utilization of the common areas hereinafter described, the use, benefit & enjoyment of the members thereof, who shall be owners of lots in said subdivision, their successors & assigns.

2. Pepper Valley Development shall cause improvements on the Common Area. In order to defray the cost of the maintenance, including taxes, insurance & mortgage amortization, an assessment shall be levied by said Association payable semi-annually as follows on improved property: (1) an owner is liable for the assessment within one (1) year after purchase of a lot if residence is or is not in the process of construction; however said assessment shall be limited to ten per cent (10%) of the annual fee. (2) Following are the annual fees to be assessed:

Single Family Dwelling Owner	\$100.00 per single residence
Townhouse owner	\$ 50.00 per living lot
Apartment owner	\$25.00 per living lot

3. These assessments commence upon completion & occupancy of dwelling units. The amount of the annual dues for said maintenance may be decreased by majority action of the Board of Governors of the Association. The maximum above provided for said maintenance may be increased by a vote of the majority of the owners attending a meeting called for that purpose.

4. Said Association shall remain in existence so long as its members live in & occupy residences within said subdivision.

5. All owners of said subdivision; i.e., holders of title to single-family or multiple-family lots therein, shall be members of said Association & shall be entitled to a certificate of membership therein. For this purpose, one membership shall be allotted to each single-family lot owner & one membership for each dwelling unit shall be allotted to each multiple-family lot owner in said subdivision. Based on the General Development Plan there will be approximately 312 single family certificates & approximately 112 multiple-family certificates issued to lot owners. If an owner prior to occupancy of dwelling unit desires use of bath & tennis facilities, he may do so by paying the full improved personal property assessment.

6. In the event of the failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment on the scheduled due date thereof, & if such assessment is later paid, then such assessment shall become delinquent & shall bear interest at the rate of seven (7) per cent per annum from the date same was due to the date of payment, & the Association shall have a lien on each lot against which such assessment was levied to secure payment thereof, plus interest. When delinquent, payment of both principal & interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessment in the Office of Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee often (\$10.00) dollars which fee is hereby declared to be a lien on the real property so described therein. Such fee shall be collectible in the same manner as the original assessment provided for herein and in addition to the interest & principal due thereon.

The liens herein provided shall be subject & subordinate to the lien of any valid mortgage or trust deed now existing or which may hereafter be placed on said real property prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or trust deed, the grantee of such deed shall take title free & clear from any liens herein provided which accrue prior to the recording of such deed.

PAGE 4 OF 5

Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for collection of the assessment, in which case the lien shall continue until the termination of the suit & until the sale of the property under execution of the judgment in such suit.

In witness whereof Oak Park National Bank, not individually but solely as trustee under Trust Agreement dated January 1, 1969, & known as Trust #8787, has caused this instrument to be executed by its Vice President, attested to by its Assistant Secretary & its corporate seal to be hereto affixed, the day & year first above entered.

Map of Pepper Valley

