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THE SANCTUARY OF BULL VALLEY
WOODSTOCK, ILLINOIS:

SPECIAL AMENDMENT TO THE AMENDED AND RESTATED
SANCTUARY OF BULL VALLEY MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SANCTUARY OF BULL VALLEY PHASES ONE, TWO AND THREE

Mail To:

Jeremy W. Shaw
ZANCK, COEN & WRIGHT, P.C.
40 Brink Street
Crystal Lake, IL 60014

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**SPECIAL AMENDMENT TO THE AMENDED AND RESTATED
SANCTUARY OF BULL VALLEY MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SANCTUARY OF BULL VALLEY PHASES ONE, TWO AND THREE**

This SPECIAL AMENDMENT TO THE AMENDED AND RESTATED SANCTUARY OF BULL VALLEY OPERATING ASSOCIATION, INC., DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (this "*Amendment*") is made as of this ___ day of November, 2009, by KNICKERBOCKER PROPERTIES LLC, a Delaware limited liability company, which has a mailing address of 2100 West Lake Shore Drive, Woodstock, Illinois 60098 (the "Declarant").

RECITALS

- A. The Amended and Restated Sanctuary of Bull Valley Operating Association, Inc., Declaration of Covenants, Conditions and Restrictions was recorded as Document No. 2005R0105149 on December 13, 2005 (the "Covenants") in the McHenry County Recorder of Deed's office; and
- B. That Article XIII Section 3 of the Covenants allows for a Special Amendment to the Covenants by a declarant so long as said amendments only impact the phase owned by that particular declarant; and
- C. The Declarant wishes to accommodate Lot Owners and assist to insure that Lots located in Phase 1 containing Deed Restricted Open Space (the "DROS") qualify to receive real estate tax incentives for preservation of open and natural space, as defined by the Illinois Department of Natural Resources; and
- D. That Declarant is in fact still the same "Phase 1 Declarant" as stated in the Covenants; and
- E. The special amendment proposed herein shall in no way negatively impact the any other declarant nor any other phase of the subdivision.

NOW THEREFORE, the Declarant does hereby declare that the following Articles of the Covenants are hereby amended, in relevant part, as follows:

ARTICLE VIII

Section 1. Covenants, Conditions and Restrictions.

(h) Nothing shall be altered or constructed on or in, or removed from the Common Properties or the DROS, without the prior written consent of Declarant or if Declarant is no longer in existence, the ARB. In no event shall there be construction or

manipulation in the DROS areas inconsistent with the approved Guidelines for same. The Declarant, or ARB as the case may be, shall pass no amendment to the restrictions governing the DROS or any material change in the Guidelines for same, without the prior consent of the IDNR.

ARTICLE IX

Section 1. Restrictions on Modifications to Facilities. No part of the Common Properties designated as the Facilities or as Outlots on the Plat, ~~nor any part of the DROS~~ shall be used for any other purpose. In the event Declarant or the Association authorizes or conducts any other use (which such use shall be in accordance with the Annexation Agreement or otherwise subject to the City's prior approval, which approval shall not be unreasonably withheld), such party shall do so at such party's sole cost and expense, and such cost and expense shall not be required to be reimbursed by any Owners and shall not be subject to this Declaration or the lien rights set forth herein. The Association shall only be permitted to make alterations, modifications or changes in the topography and ground elevations of the Stormwater Detention Facilities if, and only if:

(a) such modifications, changes or alterations are done in such a manner, to such engineering specifications and with such results that the additional or alternative alterations, modifications, or changes in the topography and ground elevations of the Stormwater Detention Facilities do not:

- (1) reduce the required stormwater detention capacity of the Stormwater Detention Facilities for the benefit of the Property;
- (2) affect or alter the drainage patterns from the Property;
- (3) reduce the compensatory storage volumes of the Stormwater Detention Facilities for the benefit of the entire Property; or
- (4) increase the flood heights at the exterior boundaries of the Stormwater Detention Facilities from the respective capacities, patterns and volumes provided for in any permits obtained in connection therewith; and

(b) such additional or alternative alterations, modifications or changes in the topography and ground elevation of the Stormwater Detention Facilities meet the rules and requirements and have received the approval, where applicable and if required, of (i) the U.S. Army Corps of Engineers, (ii) the Illinois Department of Transportation, Division of Water Resources, (iii) McHenry County, (iv) the City, and (v) any other regulatory agency or agencies having or exercising jurisdiction over the development of the Stormwater Detention Facilities or the Property.

Section 2. Approval of Changes to Property. In furtherance of the general restrictions set forth in this Declaration, the following additional restrictions shall apply

to all of the Property. No Owner shall alter, modify or change in any way the existing topography, ground elevations or hydrology of any Lot or other portion of Property unless such alternation, modification or change is in accordance with the engineering plans approved by the City (as modified from time to time) and specifically approved by the Declarant of the Phase in which such Lot is located, in its sole discretion, and any other governmental entity having authority therefore with respect thereto; provided, however that additional or alternative alterations, modifications or changes in the topography and ground elevations of the Property may be made by either Declarant in its sole discretion from time to time. Notwithstanding the provisions set forth in this section, no alterations, modifications or changes in the topography and ground elevations may be made by a Declarant to any platted lot that has been previously deeded to an Owner without such Owner's consent.

Section 3. Approval of Changes to Property. In furtherance of the general restrictions set forth in this Declaration, the following additional restrictions shall apply to all of the Property. With respect to the Property, an Owner shall not alter, modify or change in any way the existing topography, ground elevations or hydrology of the Lot or Property unless such alteration, modification or change is in accordance with the engineering plans approved by the City (as modified from time to time) and specifically approved by the Declarant, in its sole discretion, and any other governmental entity having authority therefor with respect thereto; provided, however, that additional or alternative alterations, modifications or changes in the topography and ground elevations of the Property may be made by Declarant in its sole discretion from time to time.

Section 4. Duration and Modification. The specific restrictions set forth in this Article IX shall continue in full force and effect for the full Term of this Declaration and shall not be subject to amendment or modification by the Association unless expressly approved in writing by both Declarants. Any attempt to modify or amend this Section 4 shall be null and void.

ARTICLE XIV

Section 12. Amendment. This Declaration, including, without limitation, the By-Laws, may be amended by the affirmative vote of the members holding 75% or more of the total votes then eligible to be cast by the members of the Association; provided, however, it is hereby understood that neither the Association, nor its Board, officers or members, may adopt, amend, repeal, alter or change this Declaration, the By-Laws of the Association, or any rules or regulations relating to the Association or this Declaration such that any such adoption, amendment, repealer, alteration or change that adversely affects the ARB or either Declarant, any rights under this Declaration of either Declarant or both of them, or any proposed development of the Property (as such proposed development currently exists or may hereinafter change) by either Declarant or both of them, or any change in the use, or prohibitions therein, related to the DROS designated areas. DROS areas may be modified, from time to time by the Declarant, or, where

applicable, the ARB, provided that the net acreage of the DROS may never be reduced. If the boundaries of the DROS are modified, the Declarant or ARB must record a legal description of the new DROS area with the McHenry County Recorder of Deed's Office and must maintain a visual exhibit or plat with the current boundaries of the DROS areas in their principal office. The City shall give written approval of such changes and shall have the right to reject any such changes to the DROS. The DROS on any particular Lot may not be reduced without the consent, in writing, of that particular Lot Owner. Notwithstanding the foregoing, this Declaration may be amended, modified, altered or repealed by both of the Declarants at any time during the ten (10) year period after the date of recording of the Original Declaration; provided, however, no such amendment, modification, alteration or repealer shall be effective if it adversely affects the priority of the lien of any Mortgage; provided further, however, that so long as there is a Weighted Vote Membership, the Declarants must (if required by the rules and regulations promulgated by such entity) obtain the prior approval of any applicable Federal Entity before making any amendment to this Declaration. All amendments, repealers, alterations and changes to this Declaration and the By-Laws shall be recorded with the County recorder's office where the Property is located. For purposes of this Section 12, a Supplementary Declaration shall not be deemed an amendment, alteration or repealer of this Declaration. Any other term of this Section 12 to the contrary notwithstanding, any amendment, modification, alteration or repeal that purports to (1) amend this Section 12 or Section 14 of this Article XIV, (ii) amend Article VIII to the extent the provisions thereof relate to the Common Properties or the Facilities, (iii) amend those portions of Article IX or Article X that grant the City approval rights, (iv) amend Article XI of this Declaration, (v) amend, modify or alter the Facilities, or (vi) result in a material adverse change to the quantity and quality of water recharge in respect of the Property, shall not be effective unless the City shall consent to such amendment, modification, alteration or repeal, which consent may be withheld in the City's sole discretion as to items (i) and (iv) of this Section 12 or in its reasonable discretion as to items (ii), (iii), (v) and (vi) of this Section 12.

Section 17. Association Rules and Regulations. Subject to Article XIV, Section 12, the Association shall have the authority, as it deems necessary, to adopt general rules and regulations to implement the purposes set forth in this Declaration, interpret the covenants, conditions and restrictions contained herein and in furtherance of the powers and duties set forth in the By-Laws, so long as such interpretation does not affect the protection of the DROS areas, as designated on the Final Plat or any subsequent documents approved by the Declarant, the City and, where necessary, the Illinois Department of Natural Resources. Such general rules and regulations may be amended in the same manner as provided herein for the amendment of this Declaration.

IN WITNESS WHEREOF, this Amendment has been passed and approved by a majority vote of the Association on the date first set forth above.

DECLARANT:

KNICKERBOCKER PROPERTIES, LLC

By: [Signature]
Its: Manager

ATTEST:

By: [Signature]
Its: SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Wells, personally known to me to be the Manager of KNICKERBOCKER PROPERTIES, LLC, and 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 as such officer of such LLC, he signed and delivered said instrument as such officer, pursuant to authority given by the officers of the LLC as his free and voluntary act, and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of November, 2009.

[Signature]
Notary Public

My Commission Expires: 08/09/10

This Document Prepared By:

Jeremy W. Shaw
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