

**AMENDMENT TO THE
DECLARATION OF
EASEMENTS,
COVENANTS AND
RESTRICTIONS FOR
HARBOR RIDGE
HOMEOWNERS
ASSOCIATION N/K/A
ANTIOCH GOLF CLUB
COMMUNITY
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Easements, Covenants and Restrictions (hereafter the "Declaration") for the Harbor Ridge Homeowners Association n/k/a Antioch Golf Club Community Association, (hereafter the "Association"), which Declaration was recorded on May 31, 1978 as Document Number 1920598 in the Office of the Recorder of Deeds of Lake County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Owners desire to adopt an Amendment to the Declaration to establish the authority of the Board of Directors to i) promulgate rules and regulations governing the homes, ii) create an architectural control committee, and iii) levy fines for violations of the declaration, bylaws and rules and regulations; and

WHEREAS, pursuant to Article VII, Section 7.01 of the Declaration, the Declaration may be amended at any time by an instrument signed by the Owners of two-thirds (2/3) of the Units together with all Owners of any portion of the Total Property which does not contain Units, and together with any owner or mortgagee of any Unit or other building or improvement on any portion of the Total Property.

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

This document prepared by and after recording to be returned to:

RYAN H. SHPRITZ
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

In addition, Article VII, Section 7.01 of the Declaration provides that an Amendment to the Declaration requires the written approval of the Mortgagees.

Approval may be implied when a Mortgagee fails to submit a written response within 30 days after it receives notice of said proposal, if the notice was delivered by certified mail, return receipt requested.

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that the Amendment has been approved by the Mortgagees of the Unit; and

WHEREAS, an Affidavit signed by the Secretary of the Association is attached hereto as Exhibit C certifying that the Declaration has been approved by the Mortgagees of the Units; and

NOW, THEREFORE, the Association hereby declares that Article I, Section 1.17 and 1.18, Article IV, Sections 4.03(a), 4.03(b) and 4.04 of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

1. 1.17 Dwelling Lot. A parcel of land which coincides with a Lot of record located on the Property, held in fee ownership and improved or intended to be improved with one Dwelling.

2. 1.18 Dwelling. A residential building intended and used for housing a single family.

3. 1.19 Building. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person.

4. 4.03(a) The right of the Association to prescribe rules and regulations for the use of the Community Areas, Road Property, and rules for Dwellings in the Association, excluding any and all condominium and townhome units.

5. 4.03(b) The right of the Association, as provided in its by-laws, or in any rules and regulations promulgated thereunder, to suspend the enjoyment of rights of any Member for any period during which any assessment provided for therein remains unpaid and for any period during which any infraction of its published rules and regulations continues, provided, however, that the Association may not, for any reason, deny to any Member the easements created over the Road Property. The Board of Directors shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members for violations of the declaration, bylaws, and rules and regulations of the Association.

6. 4.04 ARCHITECTURAL AND LANDSCAPING CONTROL

The Board of Directors shall have the authority to create and disband an Architectural Control Committee ("ACC") which shall total three (3) members, and may be comprised of the Board of Directors of the Antioch Golf Club Community Association.

The purpose of the ACC is to review architectural plans and site plans for the purpose of insuring that the Dwellings harmonize with the natural beauty of the Property and with each other. It is intended that each Dwelling be attractive and pleasing in design.

Existing Dwellings

(a) No Building addition, deck, swimming pool or swimming pool fence, wall or other structure shall be commenced, erected without prior written permission of the Board of Directors or its duly authorized ACC, nor shall any addition to or change or alteration thereto be made until the plans and specifications shall have been submitted to the Board of Directors or its duly authorized Architectural Control Committee and approved in writing.

The plans and specifications shall show the nature, kind, shape, materials, color, scheme, and location on the Dwelling Lot. The materials should be defined as listed below in b(iii). In addition to the architectural plans and specifications to be submitted as stated herein, there shall also be submitted for prior written approval by the Board of Directors and ACC, site grading and drainage plans which shall show clearly and in reasonable detail the proposed grading, if applicable.

The Board of Directors and ACC shall have the right to refuse to approve any plans or specifications, and any grading plans and specifications which in its judgment do not comply with the requirements contained in this Declaration in respect of the construction or maintenance of Dwellings and other structures, or which in the Board of Directors and ACC's sole reasonable judgment, including aesthetics, are not appropriate to the residential community developed within the Property. The Board of Directors and ACC have the right, in determining whether to give or withhold approval of plans and specifications submitted to it, to consider the desirability of the proposed construction or grading in relations to other Dwellings and other grading on the Property. At the discretion of the Board of Directors or ACC, an independent consultant or expert may be hired to review the plans and specifications, and all costs associated shall be at the expense of the Owner.

No sign of any kind shall be displayed to public view without prior written approval of the Board of Directors, except that real estate signs no larger than 2' x 3' are permitted.

Vacant Lots and New Construction Requirements

(a) Land Use and Building Type. All Dwelling Lots on the Property shall be used for single family residential purposes only and no Building shall be erected or maintained thereon except a single family residential home designed by a licensed architect and having a fully enclosed attached garage containing not less than two (2) parking spaces for the sole use of the owner of the Dwelling Lot. Structures may be erected in such

manner and upon such location as hereinafter provided, and as approved in writing by the Board of Directors, or its duly authorized ACC.

(b) **Quality and Size.** It is the intention and purpose of these Covenants, Conditions and Restrictions to assure that all Dwellings and structures shall be of a quality of design, workmanship and materials approved by the Board of Directors or its ACC. All Dwellings and structures shall be constructed in accordance with applicable governmental building, plumbing, architectural, fire prevention, subdivision control, and all other applicable codes and ordinances and with more restrictive standards that may be required by the Board of Directors or its duly authorized ACC, as set forth herein.

(i) The floor area of a Dwelling, exclusive of any basement, attached garages, open terraces and breezeways, shall be:

(a) for one-story Dwellings – not less than 1,800 square feet;
and

(b) for Dwellings of more than one-story – not less than 2,500 square feet in total.

(ii) All Dwellings shall have a basement.

(iii) Building above finished grade shall be of cedar, redwood, brick, stone, or cement stucco construction, or a combination thereof, provided, however, that common brick may not be used except with the Board of Directors or ACC's prior written approval. The use of other materials shall be subject to the approval of Board of Directors or ACC; however, the use of aluminum siding, vinyl-clad siding, steel siding, asbestos and asbestos-type siding are specifically prohibited.

(iv) The Building Height shall not exceed two and one-half Stories or 35 feet (measured from grade), whichever is lower.

(v) A multi-level Dwelling shall be considered more than one story when there is a greater than 2 foot vertical differential between any floor or level of said Dwelling.

(c) **Landscape Plans.** Three copies of a detailed landscape plans showing proposed plantings and trees (including size or diameter), existing trees (6" in diameter of larger), fully sodded lot including parkways, and location of parkway trees. This plan should be prepared in conjunction and be coordinated with the site grading and drainage plan. It must be approved by the Board of Directors or its duly authorized ACC.

(d) **Site Grading and Landscape Plan.** Three copies of a detailed site grading and drainage plan prepared by a Registered Illinois Engineer or Registered Illinois Architect, showing existing topography at one foot contour intervals, existing curb and gutter

elevations, driveway widths, existing grades, and proposed finished and gutter elevations, driveway widths, existing grades, and proposed finished contours and grading (including swales, berms, spot elevations at property corners, retaining walls, slope walls or other special landscape features). This site plan must also show the position of all proposed structures, including the residence, garage, patios and other garden type Structures. The site plan should also show the location of easements, the proposed location and gradient of driveways and parking areas, and the elevations of the top of the concrete foundation at all corners and at all proposed steps in the foundation and/or steps in siding.

All contractors and builders shall complete all foundation construction within a vertical tolerance of 6" above or 2" below that of the approved site plan (note, County Ordinances and Requirements may be more restrictive), the builder or contractor shall make no alterations to the approved site plan without prior written approval of the Board of Directors, its duly authorized ACC, or its assigned engineer. The owner of the property agrees to remove, at his expense, any foundation that encroaches upon any front, side or rear yard setbacks or is over or under the 6" + 2" – vertical tolerance from the foundation elevation shown on the approved site plan.

The use of retaining walls, boulder slope walls, or other landscape features to achieve grade transitions is strongly encouraged. Such walls and features are especially effective and more aesthetic when they are constructed using natural material such as stone, granite boulders and heavy timbers. Retaining walls or slope walls and their proposed materials shall be specified in the owner's approved site plan.

(e) Procedure for Approval of Plans and Specifications. Copies of all site plans, landscaping plans, architectural plans, specifications and supporting and related materials and documents for which the approval of the Board of Directors and ACC is required and shall be delivered to the Board of Directors and ACC. After submittal of ALL required documents, the Board of Directors will review site plan prepared along with architectural plans. The Board of Directors and ACC shall then review the submitted package as soon as it is practical, but its written approval or disapproval shall be given within 30 days of submittal of all documents. If the Board or its duly authorized ACC disapproves any submitted material, or if they require a modification of any kind, they shall, within said 30-day period, inform the Owner who submitted the material and documents of the reasons for the disapproval or notify Owner of any changes that are to be made to bring the submittal package into compliance, but notwithstanding the duty of the Board to state reasons for the disapproval or for the required modifications, the decision of the Board, reasonably made, shall be conclusive and binding on all parties. If the Board does not approve or disapprove, or require a modification within the aforesaid 30-day period, then at the expiration of said period, the material submitted to the Board shall be deemed to have been fully approved by the Board and the Owner who has submitted the material deemed to have been approved by lapse of time, shall have the right to proceed as if Board's written approval has been procured. All architectural and landscaping alterations made following approval of original plans shall continue to be subject to the requirements of the covenants of the Association. At the

discretion of the Board of Directors or ACC, an independent consultant or expert may be hired to review the plans and specifications, and all costs associated shall be at the expense of the Owner.

7. 4.05 GENERAL RESTRICTIONS

1. Driveways. Access drives and other paved areas for vehicular use on a Dwelling Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt or concrete and shall not be located nearer to any side or rear lot line than four feet. No boat, trailer, truck, house trailer, motorized recreational vehicle, commercial vehicle, or snowmobile shall be stored permanently (only for cleaning and minor repair not to exceed 3 days) in the open on any Dwelling Lot or on a street. The term "commercial vehicle" shall include all automobiles, station wagons, trucks or vehicular equipment which bears signs referring or having printed on their side reference to any commercial undertaking.

2. Nuisances. No noxious or offensive activities shall be conducted upon any portion of the Property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Without limiting the foregoing, the following activities are specifically prohibited:

(a) Permitting unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects to grow.

(b) The burning of garbage outside a Dwelling.

(c) The construction, operation or maintenance on any Dwelling Lot of an above-ground swimming pool or above-ground water facility having a capacity of more than fifty (50) gallons. Hot tubs are allowed if properly screened.

(d) The storage of garbage outside a Dwelling.

(e) The hanging of laundry or other articles, or the erection of laundry drying equipment, including clotheslines, outside a Dwelling.

3. Fences. Chain link fences shall be prohibited. No fences shall be allowed, except to enclose an in-ground swimming pool in accordance with applicable governmental codes and ordinances. Such fences may not exceed six (6') feet in height, and must be an open-type fence.

4. Temporary Structures. No trailer, garage, barn or temporary Building or Structure of any kind shall be used at any time for a residence, either permanent or temporary. No tents or other similar temporary Structures shall be allowed to remain on a Dwelling Lot for more than forty-eight (48) hours.

5. Landscaping and Drainage. Landscaping shall not be installed in any manner which may obstruct vehicular or pedestrian traffic along public ways or present visual obstruction creating safety hazards. Landscaping along lot lines shall not interfere with the use or enjoyment by neighboring Owners of their respective Dwelling Lots. No planting, growth or Structure that would have the effect of physically or visually obstructing, defining or delineating any lot line continuous to any other Dwelling Lot shall be permitted. Each Owner hereby agrees for himself, his successors and assigns, to landscape his Dwelling Lot within thirty (30) days after the residence is occupied, whichever is sooner (excluding November, December, January, February and March). No alteration of drainage patterns or grades and no removal or addition of earth on any Dwelling Lot shall be done in any manner except with prior written permission from the Board of Directors or its Architectural Control Committee.

6. Lighting. No flood or bright lights which illuminate adjoining Dwelling Lots shall be permitted. Lighting should have low wattage and be installed in a manner to not disturb your neighbors.

7. Exterior Maintenance and Repair. Each Owner, at his sole cost and expense, shall maintain and repair his Dwelling Lot and the Building and Structures located thereon, keeping the same in good condition and repair. Upon written notice from the Board of Directors or the ACC, an owner shall have fifteen (15) days to make any repairs specified and to keep the Dwelling Lot in good condition and repair.

8. Sheds. Sheds shall not be permitted.

The provisions of Section 4.04 do not apply to i) Fairway Greens at Antioch Golf Club Association, Document No. 3896648, ii) Harbor Ridge Condominium 1, Document No. 190559, and iii) Fairway Homes Golf Club Condominium, Document No. 4520529; iv) Townhomes of Antioch Golf Club, Document No. 3062995; and v) Villas of Fairway Harbor Homeowners Association, Document No. 3762435.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lake County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

[INTENTIONALLY LEFT BLANK]

APPROVED THIS _____ DAY OF _____, 20__.

HARBOR RIDGE HOMEOWNERS
ASSOCIATION N/K/A ANTIOCH GOLF CLUB
COMMUNITY ASSOCIATION

By: _____
Its President

ATTEST:

By: _____
Secretary

Subscribed and Sworn to before me this ____
Day of _____, 20__.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

TO BE INSERTED PRIOR TO RECORDING

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, _____, do hereby certify that I am the duly elected and qualified Secretary for the Harbor Ridge Homeowners Association n/k/a the Antioch Golf Club Community Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Harbor Ridge Homeowners Association n/k/a the Antioch Golf Club Community Association, was duly approved by two-thirds (2/3) of the Owners, in accordance with the provisions of Article VII, Section 7.01 of the Declaration.

Secretary

Dated at _____, Illinois this
_____ day of _____, 20__.

EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE APPROVAL

I, _____, do hereby certify that I am the duly elected and qualified Secretary for the Harbor Ridge Homeowners Association n/k/a the Antioch Golf Club Community Association, and as such Secretary, I am the keeper of the books and records of the Harbor Ridge Homeowners Association n/k/a the Antioch Golf Club Community Association.

I further certify that the attached Amendment to the Declaration has been approved by the mortgagees of the Units in the Association.

Secretary

Dated at _____, Illinois this
_____ day of _____, 20____.

EXHIBIT D

CONSENT OF MORTGAGEE

The undersigned, a Mortgagee as defined in the Declaration, hereby votes on the amendment to the Declaration regarding to establish the authority of the Board of Directors to i) promulgate rules and regulations governing the homes, ii) create an architectural control committee, and iii) levy fines for violations of the declaration, bylaws and rules and regulations:

WE APPROVE THE AMENDMENT.

WE DO NOT APPROVE THE AMENDMENT.

Signed by: _____

Title: _____

Name and Address of Mortgagee:

Holder of mortgage on: _____

Property Address: _____
Antioch, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:
Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION
FOR THE HARBOR RIDGE HOMEOWNERS ASSOCIATION N/KA ANTIOCH GOLF CLUB
COMMUNITY ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Harbor Ridge Homeowners Association n/k/a the Antioch Golf Club Community Association, to establish the authority of the Board of Directors to i) promulgate rules and regulations governing the homes; ii) create an architectural control committee and architectural control standards; iii) levy fines for violations of the declaration, bylaws and rules and regulations; and iv) establish general restrictions on the premises, as attached hereto.

Name	Address	Name of Address of Mortgagee, if any ***
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	
_____ (signature) _____ (print name)	_____ Antioch, IL Date: _____	

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.