

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR FAIRWAY GREENS AT
ANTIOCH GOLF CLUB CONDOMINIUMS

THIS DECLARATION (hereinafter "Declaration") made and entered into by WINDSOR DEVELOPMENT CORPORATION, (hereinafter for convenience referred to as "Declarant" or "Developer").

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of the real estate described on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter for convenience referred to as "Parcel"), all of said real estate being located in the Township of Antioch, County of Lake and State of Illinois; and

WHEREAS, Declarant is construction on said Parcel various lowrise residential buildings, each building containing (a) either seven (7) or eight (8) dwelling units (as hereinafter defined) and intends to submit said property to the terms and conditions of this Declaration as set forth herein; and

WHEREAS, Declarant desires and intends by this to submit the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter sometimes referred to as the "Act"), and is further desirous of establishing for its own benefit and that of all future owners or occupants of the Property, or any part thereof (which shall be known as the FAIRWAY GREENS AT ANTIOCH GOLF CLUB CONDOMINIUMS) certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants (as hereinafter defined) and other persons hereafter acquiring any interest in said property shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to

facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant, as the Owner of the real estate, or Parcel, hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. Act. The Condominium Property Act of the State of Illinois, as amended.

2. Association. THE FAIRWAY GREENS AT ANTIOCH GOLF CLUB Condominium Association.

3. Board. The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws thereof.

4. Building or Buildings. The Building or Buildings constructed by Developer, located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat or Plats for the FAIRWAY GREENS AT ANTIOCH GOLF CLUB Condominiums.

5. Common Elements. All portions of the Property, except the units.

6. Common Expenses. The expenses of administration (including management and professional services), maintenance, operation, repair and replacement of the Common Elements; the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the

By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

7. Declarant or Developer. WINDSOR DEVELOPMENT CORPORATION. For purposes of this Declaration, the terms Declarant and Developer shall be considered interchangeable as to the rights and obligations contained herein. The term Declarant, as defined herein, shall also include such of their successors and assigns who are specifically assigned the respective rights and obligations of Declarant hereunder and Declarant shall have the right to assign any or all of its rights and obligations to any such successor or assign.

8. Declaration. This instrument, by which the Property as hereinafter defined, is submitted to the provisions of the Act, and which shall include such Amendments, if any, to this instrument as may be adopted from time to time pursuant to the terms hereof.

9. First Mortgagee. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit.

10. Limited Common Elements. A portion of the Common Elements so designated in this Declaration as shown on Plat of Survey as being reserved to a certain Unit or Units, to the exclusion of other Units, including but not limited to, garage spaces and decks.

11. Lot. A platted lot in the Plat of Subdivision (as hereinafter defined) on which a Building is located. The lots are part of the Property (as hereinafter defined).

12. Master Declaration. The Declaration of Easements, Covenants and Restrictions recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document Number 1920598;

13. Occupant. Person or person, other than an Owner, in lawful possession of one (1) or more Units.

14. Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

15. Parcel. The tract of real estate described on said attached Exhibit "A" which is hereby submitted to the provisions of the Act.

16. Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

17. Plat. The Plat or Plats of Survey of the Parcel and all Units in the Property submitted to the provisions of the Act, which Plat or Plats are attached hereto as Exhibit "B", and recorded this Declaration. Declarant reserves the right to make corrections to said Plat.

18. Plat of Subdivision. The plat of subdivision for the property known as Fairway Manor at Antioch Golf Club as recorded in the Office of the Recorder of Deeds of Lake County, Illinois on May 22, 1995 as Document No. 3675959, as amended from time to time.

19. Property. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

20. Undivided Interest. The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit "C" hereto, as Exhibit "C" may be amended from time to time.

21. Unit or Dwelling Unit. A part of the Property designated and intended for any type of independent use.

22. Unit Ownership. A part of the Property consisting of one (1) Unit and the undivided interest in the Common Elements appurtenant thereto.

23. Voting Member. One (1) Person with respect to each Unit Ownership designated and entitled to vote at any meeting of the Unit Owners.

ARTICLE II

UNITS

1. Description and Ownership. All Units in the Buildings located on the parcel are delineated on the surveys attached hereto as Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Each Unit is bounded by and shall consist of the space enclosed and bounded by the horizontal and vertical planes as delineated on Exhibit "B". Furnaces, air conditioning and heating systems located within each Unit, subject to the provisions of this Article II, Paragraph 2 as hereinafter set forth, are deemed to be part of a Unit. Said Unit shall include the entire front and rear door (if any), and any windows or glass surfaces along the wall of any Unit, including the frames or other parts thereof. The interior space of a basement is part of a Unit.

Except as otherwise provided by the Condominium Property Act, no Unit Owner shall, by deed, plat or otherwise, combine or subdivision or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2. Certain Structures not Constituting Part of a Unit. Except as a tenant-in-common with all other Unit Owners so served, no Unit Owner shall own any pipes, wires, conduits, public utility lines, ducts, structural components or water meters running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE III

Common Elements

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land on which a condominium building is located, entrances and exits, interior garage spaces, storage areas, sump pumps, attics, roofs, incinerators, pipes, ducts, flues, chutes, electrical wiring and conduits, piping, sewers, sewer lines, public utility lines and other utility installations to the outlets, such component parts of air conditioning piping, floors, ceilings, and perimeter walls not considered as part of a Unit as shown on the Plat, and all structural parts of the Buildings, including all structural columns located within the boundaries of a Unit. The Common Elements shall also be deemed to include all areas outside of the condominium buildings which are part of the Property, including, but not limited to, all open areas around and between the Buildings, landscaping areas, certain other designated parking areas, if any, service walks from garages to the Units, including, but not limited to, any improvements, structures or personal property on the foregoing, service walks from garages to the Units, entry monuments and fencing, if any.

2. Ownership and Use of Common Elements. Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes of residence, and such other incidental uses permitted by this Declaration, which right

shall be appurtenant to and run with his Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, tenants, family members, invitees and all Occupants and shall be subject to the Act, this Declaration and rules and regulations of the Board of Managers of the Association. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "C" which is by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration, including a revised Exhibit "C", either in accordance with the Act or as otherwise provided in this Declaration. Each Unit Owner's right to vote is set forth in the By-Laws in Exhibit "D" attached hereto and made a part hereof.

3. Limited Common Elements.

a. A portion of the Common Elements are composed of "Limited Common Elements" which are reserved for the use of a certain Unit or Units to the exclusion of other Units. The following is a designation of Limited Common Elements: decks (all these, if any), interior garage spaces, interior and exterior stairs, walkways, hallways and separate utility meter areas, are hereby designated as Limited Common Elements, and each Unit Owner shall be entitled to the exclusive use and possession of decks, garage spaces and driveways, direct access to which is provided from any part of his respective Unit, and which is or are located outside of and adjoining any part of his respective Unit and which may service one (1) Building or a particular group of Buildings.

b. Those parts of the Common Elements serving exclusively each Building as an inseparable appurtenance thereto, including, without limitation, the structural components of each Building (the exterior walls of and contained in each Building, floors, ceilings, roofs, foundations, support columns, conduits and pipes relating to utility facilities placed in each building and all

associated fixtures and structures therein, all as may lie outside the Unit boundaries), are hereby designated as Limited Common Elements for the exclusive use and benefit of the Units contained in each Building.

c. The Board is responsible for the repair, maintenance, operation and appearance of the Limited Common Elements. Notwithstanding the foregoing, at the discretion of the Board, the repair, maintenance, operation and appearance of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby. The Unit Owners of any Building shall not alter the Limited Common Elements of a Unit or a particular building, except to the extent and in conformance with the rules and regulations adopted by the Board.

ARTICLE IV

General Provisions as to Units and Common Elements

1. Submission of the Property to the Act. The property is hereby submitted to the Condominium Property Act of the State of Illinois, as amended.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one, without including also the other, shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

3. No Partition of Common Elements or Units. There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4. Maintenance of Common Elements: Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements (including the Limited Common Elements) shall be the responsibility of the Board or Association. Each Unit Owner shall pay his proportionate share of the Common Expenses (as hereinafter defined), including a contribution covering applicable common expenses incurred by the Master Association. In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided by the Act. Except as otherwise expressly provided herein, the Declarant hereby agrees to maintain the Common Elements as to and until the date the first Unit is conveyed to a Purchaser. From and after the date of said conveyance, the Association agrees to maintain, repair and replace the Common Elements.

5. Garage Spaces and Decks. All garage spaces and any decks to the extent not part of a Unit, if any, shall be part of the Limited Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that garage space, driveways leading to each parking space and deck, if any, direct access to which is provided from his respective Unit. Owner shall not change a garage space and deck in any manner contrary to such rules and regulations as may be established by the Board or Association.

6. Air Conditioning Compressors. There may be adjoining each Building air conditioning compressors serving units in each Building, which compressors are located on concrete pads. Each air conditioning compressor and the concrete pad upon which it is located are hereby deemed owned by the Owner of the unit which it serves and said Unit Owner shall have all incidents of Ownership in connection with said compressor and concrete pad, including the risk of loss, damage, destruction, maintenance and repair.

7. Easements.

a. Encroachments. In the event that, by reason of the construction, settling or shifting of all or any of the Buildings, or the design or construction of any Unit, any part of the Common Elements encroaches or shall

hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if, by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit, valid mutual easements for the maintenance of such encroachment and for such use and occupancy of the Common Elements are hereby established and shall exist for the Owners of such Units or the Common Elements, as the case may be, so long as all or any part of the Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners or is such encroachment or use occurred or is occasioned due to the intentional, willful or negligent conduct of any Owner or Occupant or the agent of either.

b. (i) Utility and Cable Television Easements.

The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, Lake County Public Works Department, the Township of Antioch Illinois, and all other suppliers of utilities serving or proposing to serve the Property or any portion thereof are hereby granted the right to install, lay, construct, operate, maintain, renew, alter, remove and replace conduits, cables, mains, pipes, wires, transformers, switching apparatus and other equipment, and water, sewer and other utilities, into, over, under, on and through the Common Elements for the purpose of providing utility services to the Property or any portion thereof. This is in addition to the easements provided as stated in the Plat of Subdivision. The board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge, register and record for and in the name of all the Owners, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to the Developer or its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cables, pipes, wires or other equipment or components of a community antenna

