

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 FAIRWAY ESTATES AT ANTIOCH GOLF CLUB

JAN 4 1991 COPY

THIS DECLARATION is made this 27th of December, 1990 by State Bank of Antioch, as Trustee under Trust Agreement dated September 21, 1989, and known as Trust Number 89-129, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate located in Lake County, Illinois, which property is known as Fairway Estates at Antioch Golf Club, and is legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, ANTIOCH GOLF VENTURE, an Illinois partnership, hereinafter referred to as Developer, is the sole owner of the beneficial interest in the land trust described above; and

WHEREAS, Declarant and Developer, are desirous of subjecting the real estate (the "Property"), which is legally described in Exhibit "A" attached hereto and made a part hereof, to the Conditions, Covenants and Restrictions hereinafter set forth, each and all of which is and for the benefit of the property and each Owner (as hereinafter defined) therein and shall inure to the benefit of and pass with the Property, and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to these Covenants, Conditions and Restrictions which shall run with the land and be binding upon and inure to the benefit of all persons having any right, title or interest in the Property of any part thereof, their heirs, legatees, representatives, successors and assigns, in addition to any easements, covenants or restrictions as may appear on any recorded plat of subdivision of the property.

ARTICLE I
 DEFINITIONS

1. ASSOCIATION shall mean and refer to Harbor Ridge Community Association, an Illinois not-for-profit corporation, its successors and assigns.

2. BASEMENT shall mean that portion or floor of a building located predominately underground and/or having 80% or more of its clear floor-to-ceiling height below the finish grade of the adjoining ground at any point around the perimeter of the building. Such floor-to-ceiling height shall be no less than 6 feet 8 inches. A Basement shall have an area of no less than 800 square feet exclusive of any garage area. A Basement shall have a concrete floor.

3. BENEFICIARY shall mean Antioch Golf Venture, its successors or assigns.

4. BUILDING shall mean any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or chattel.

5. BUILDING HEIGHT shall mean the vertical distance measured from the established curb level to the highest point of the underside if 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 eaves and the ridge of a hip or gambrel roof. Chimneys, spires, towers and similar ornamental architectural projections shall not be included in calculating Building Height.

6. COMMON AREAS shall mean and refer to any portion of the Property which is not (a) a Dwelling Lot (as hereinafter defined), (b) dedicated to the public, or (c) dedicated to or owned by a governmental or quasi-governmental body or a public or private utility (including cable television companies). Common Areas shall also include any and all improvements thereto but does not include any part of the Golf Course or property associated with the Golf Course.

7. DECLARANT shall mean State Bank of Antioch, an Illinois corporation, not individually but solely as Trustee under Trust Agreement dated September 21, 1989 and known as Trust Number 89-129, and its successors and assigns, whether such succession or assignment applies to all or any part of the Property.

8. DWELLING shall mean a residential building or portion thereof intended and used for housing a single family (as herein defined).

9. DWELLING LOT shall mean a parcel of land which coincides with a lot of record located on the Property, held in fee ownership and improved with or intended to be improved with one Dwelling.

10. FAMILY shall mean one or more persons each related to the other by blood, marriage or legal adoption, together with their domestic help, maintaining a common household in a Dwelling.

11. MEMBER shall mean any person individual or entity who holds membership in the Association by virtue of ownership of any Dwelling Lot.

12. OWNER shall mean the record holder of fee simple title to any Dwelling Lot, whether such Owner be one or more persons, entities, the beneficiary(ies) of a land trust, shareholder of a corporation, partner of a partnership, but excluding those persons or entities having an interest in a Dwelling Lot merely as security for the performance of an obligation.

13. PROPERTY shall mean the real property described in Exhibit "A" (and to which this declaration applies) and such additions thereto or deletions therefrom which may be made as provided herein and which shall be brought within the jurisdiction of the Association.

14. STORY shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A Basement shall not be considered a Story.

15. HALF STORY shall mean a space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level; and, in which space not more than 60% of the floor area is completed for principal or accessory use.

16. STRUCTURE shall mean anything constructed or erected, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground. A sign or other advertising device, detached or projecting, shall be considered a separate Structure.

ARTICLE II GENERAL PURPOSES

The Property is subject to the Covenants, Conditions and Restrictions hereby declared to insure proper use, appropriate development and improvement of the property and every part thereof; to protect each Owner therein from such improper use of surrounding Dwelling Lots as may depreciate the value of such Owner's property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to encourage original designs and attractive improvements thereon with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance for the benefit and convenience of all Owners

and, in general, to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

ARTICLE III
GENERAL RESTRICTIONS

1. **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 licenced 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. Said garage may have living quarters in connection therewith for the sole use of domestic help of the Owner but shall not be used for rental purposes. Structures may be erected in such manner and upon such location as hereinafter provided, or as approved in writing by Beneficiary. Such approval right shall be assigned to the Association upon the first to occur of: (a) three years following the sale by the Declarant of all of the Dwelling Lots owned by it, including Dwelling Lots which may be added to the Property pursuant to the provisions of this Declaration; or (b) the election by Beneficiary to assign such approval right to the Association by filing of an appropriate amendment to this Declaration.

2. **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 Beneficiary. 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 Beneficiary, as set forth herein.

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

(i) for one-Story Dwellings - not less than 1,800 square feet; and

(ii) for Dwellings of more than one-Story - not less than 2,500 square feet in total.

(b) All Dwellings shall have a basement.

(c) 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 Beneficiary's prior written approval. The use of other materials shall be subject to the approval of Beneficiary; however, the use of aluminum siding, vinyl-clad siding, steel siding, asbestos and asbestos-type siding are specifically prohibited.

(d) The Building Height shall not exceed two and one-Half Stories or 35 feet, whichever is lower.

(e) 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.

3. **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. Except as permitted in writing by Beneficiary, no boat, trailer, truck, house trailer, motorized recreational vehicle, commercial vehicle, or snowmobile shall be stored permanently in the open on any Dwelling Lot nor parked in the open

between the hours of midnight and 8:00 a.m. whether on a Dwelling Lot or a street. The term "commercial vehicle" shall include all automobiles, station wagons, trucks or vehicular equipment which bear signs referring or having printed on their side reference to any commercial undertaking.

4. ANIMALS. The raising, breeding or maintaining of any livestock, poultry or animals on the Property shall be prohibited, except that no more than two dogs and/or cats may be kept on a Dwelling Lot.

5. BUSINESS USE. No business, occupation or profession shall be conducted on any Dwelling Lot or within a Dwelling or Building located on any Dwelling Lot.

6. 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 forgoing, 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 erection of radio antennae, earth station dishes, poles, wire rods, or other devices in connection with the reception or transmission of any television (except standard television antennae), radio or any other electrical signal.

(d) 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 50 gallons. Hot tubs are allowed if properly screened.

(e) The storage of garbage outside a Dwelling.

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

7. FENCES. No fences shall be allowed except:

(a) To enclose an in-ground swimming pool in accordance with applicable governmental codes and ordinances.

(b) To enclose a patio located at the rear of a Dwelling for privacy purposes.

(c) Chain link fences shall be prohibited.

All such fencing shall be landscaped and all such fencing and landscaping shall be subject to the requirements of Articles III (10) and IV hereof.

8. TEMPORARY STRUCTURES. No trailer, tent, garage, barn or temporary Building or Structure of any kind shall be used at any time for a residence, either permanent or temporary. Temporary Structures used during the construction of a dwelling shall be on the same Dwelling Lot as the Dwelling, and such Structures shall be removed promptly upon the completion of construction. No tents or other temporary Structures, except provided herein, shall be allowed to remain on a Dwelling Lot for more than 48 hours.

9. EASEMENTS AND RESTRICTIONS

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision for the property. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may cause damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Dwelling Lot and all improvements in it shall be maintained continuously by the Owner of the Dwelling Lot except for those improvements for which a public authority or utility company is responsible.

(b) Declarant hereby grants a 30 foot rear yard building restriction which prohibits construction or placement of any building or structure whether permanent or temporary along the rear 30 feet of each lot.

10. LANDSCAPING AND DRAINAGE. Landscaping shall not be installed in an 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 60 days after the residence is substantially completed, or within 30 days after the residence is occupied, whichever is sooner (excluding November, December, January, February and March) unless a different time is fixed by Beneficiary subject to County ordinances. 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 in accordance with the provisions of Article IV hereof.

11. LIGHTING; FLAGPOLES. No flood or bright lights which illuminate adjoining Dwelling Lots shall be permitted. No flagpoles shall be permitted.

12. UNDERGROUND WIRING. No above-ground communication, electric or television lines or cables shall be permitted to be placed anywhere on the Property other than within Buildings or Structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

13. NO FURTHER SUBDIVISION. No Dwelling Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof.

14. SIGNS. No sign of any kind shall be displayed to public view without prior written approval of Beneficiary.

15. 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.

16. SOLAR COLLECTORS. Solar collectors which are visible must be carefully designed to relate to the architectural design of the Building on which they are placed. Solar collectors must be aesthetically integrated into the design forms when exposed to view and must be hidden from view wherever possible. Any solar collector placed on a Building roof must be constructed at the same pitch as the roof of the Building. All solar equipment must be screened from adjacent Dwelling Lots.

17. COMPLETION. All homes under construction shall have the exterior completed within nine (9) months and the interior completed within twelve (12) months of receipt of the building permit.

**ARTICLE IV
ARCHITECTURAL AND
LANDSCAPE CONTROL**

1. PURPOSE. Architectural planing, site planing and landscape planing controls are established by this Declaration for the purpose of assuring that the Dwellings and landscaping of the Dwelling Lots harmonize with the natural beauty of the Property and with each other. It is intended that each Dwelling be attractive and pleasing in design. No Building, fence, wall or other Structure shall be commenced, erected or maintained, nor shall any trees, vegetation or underbrush be removed without prior written permission of Beneficiary, nor shall any addition to or change or alteration thereto be made until the construction plans and specifications shall have been submitted to Beneficiary and approved in writing. The plans and specifications (to be submitted on a form to be acquired from the Beneficiary) shall show the nature, kind, shape, Building Height, materials, color, scheme, and location on the Dwelling Lot. In addition to the Architectural Plans and specifications to be submitted as stated herein, there shall also be submitted for prior written approval by Beneficiary, Landscaping Plans and Site Grading and Drainage Plans which shall show clearly and in reasonable detail the proposed grading and landscaping as set forth below. Beneficiary shall have the right to refuse to approve any construction plans or specifications, and any landscaping and 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 Beneficiary's sole judgment for aesthetic or any other reasons are not appropriate to the residential community developed or to be developed within the Property. Beneficiary has 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, landscaping, tree removal, or grading in relation to other Dwellings and other landscaping and grading on the Property.

(a) LANDSCAPE PLANS. Three copies of a detailed landscape plan at a scale of one inch equals twenty feet (1" = 20'0") showing proposed plantings and trees (including size or diameter), existing trees (6" in diameter or 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.

(b) SITE GRADING AND DRAINAGE PLAN. Three copies of a detailed site grading and drainage plan prepared by a Registered Illinois Engineer or Registered Illinois Architect, at a scale of one inch equals twenty feet (1" = 20'0"), showing existing topography at 1' contour intervals, existing curb and gutter elevations, driveway widths, existing grades, existing trees 6" in diameter or larger and proposed finished contours and grading (including swales, berms, spot elevations at property corners, retaining walls, slope walls or other special landscape features) referenced to Fairway Estates at Antioch Golf Club (U.S.G.S.) datum will be required. This site plan must also show the position of all proposed Structures, including the residence, garage, pool, 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 Beneficiary, 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.

(c) OWNER'S OBLIGATION. It shall be the owner's obligation and responsibility to notify building contractor and/or all subcontractors of any deed restriction or penalty that may occur because of violations as specified in the deed restrictions and shall hold Developer free and harmless from any and all costs that may occur because of these restrictions or violations.

2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS. Three copies of all site plans, landscaping plans, architectural plans, specifications and supporting and related materials and documents for which the approval of Beneficiary is required and shall be delivered to Antioch Golf Venture, c/o Regan and Associates, 800 West Roosevelt Road, Suite B-320, Glen Ellyn, IL 60137, hereinafter referred to as "Developer", together with a review fee of \$300.00 per submission to help defray the cost of plan review. After submittal of ALL required documents, Developer will review site plan prepared according to Article IV (1) hereof along with architectural plans. Developer shall review the submittal package as soon as it is practical, but Developer's written approval or disapproval shall be given within 30 days of submittal of ALL documents. If Developer disapproves any submitted material, or if Developer requires a modification of any kind, he shall, within said 30-day period, inform the Owner who submitted the material and documents of the reasons for Developer's 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 Developer to state reasons for the disapproval or for the required modifications, the decision of the Developer, reasonably made, shall be conclusive and binding on all parties. If Developer 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 Developer shall be deemed to have been fully approved by the Developer 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 Developer's written approval has been procured.

3. CONTINUING APPROVAL. All architectural and landscaping alterations made following approval of original plans shall continue to be subject to the requirements of the foregoing paragraphs 1 and 2 of this Article IV.

ARTICLE V
HARBOR RIDGE HOMEOWNERS
COMMUNITY ASSOCIATION

1. ASSOCIATION AND PURPOSE. There has been formed an Illinois not-for-profit corporation known as the "HARBOR RIDGE HOMEOWNERS COMMUNITY ASSOCIATION" whose purpose shall be to insure high standards

of maintenance and operation of the Common Areas and to insure high standards of development of the property and to promote the character thereof.

2. MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Dwelling Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this paragraph, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the Association.

3. GOVERNING LAW. In all other respects, the Association, its Directors, Officers and Members shall be governed by the Illinois General Not-For-Profit Corporation Act of 1986 and by the By-Laws of the Association, and shall be permitted to take all actions permitted thereby and in accordance therewith not inconsistent with this Declaration.

ARTICLE VI
DECLARANT'S AND BENEFICIARY'S
SUCCESSORS ASSIGNS

Declarant's and Beneficiary's respective successors and assigns shall have, without limitation, qualification or exception, all the rights, powers and authority of Declarant and Beneficiary, respectively.

ARTICLE VII
DEVIATIONS BY AGREEMENT
WITH DECLARANT, ITS
SUCCESSORS OR ASSIGNS

Declarant reserves the right to enter into agreements with proposed grantee of any Dwelling Lot or Dwelling Lots (without the consent of any Owners of other Dwelling Lots) to deviate from any or all of the Covenants, Conditions and Restrictions set forth in this Declaration provided there are practical difficulties or particular hardships evidenced by such proposed grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenants, Conditions and Restrictions as to the remaining Property which is subject to this Declaration.

ARTICLE VIII
GENERAL PROVISIONS

1. COMPLIANCE BY OWNERS. Every Owner shall comply with the Covenants, Conditions and Restrictions set forth herein and any and all rules and regulations which from time to time may be adopted by Declarant or by the Association thereafter.

2. ENFORCEMENT. Failure of an Owner to comply with such Covenants, Conditions and Restrictions or rules and regulations in connection therewith shall be grounds for immediate action to recover sums due for damages, injunctive relief or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. Beneficiary, and after Beneficiary transfers approval rights to the Association pursuant to Article III, paragraph 1 then the Association and any Owner or any of them, shall have the right to enforce this Declaration by proceeding at law or in equity.

3. NON-WAIVER EXCEPT BY WRITTEN INSTRUMENT. No Covenant, Condition or Restriction or other provision of this Declaration shall be deemed to have been waived by silence or inaction or failure to enforce the rights by any other manner or means whatsoever other than

