

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR THE TOWNHOMES OF ANTIOCH GOLF CLUB**

527782

THIS DECLARATION made this 13<sup>TH</sup> day of September, 1990, by the STATE BANK OF ANTIOCH, not individually, but solely as Trustee under Trust Agreement dated January 1, 1990 and known as Trust No. 90-105, (hereinafter referred to as "Developer" or "Declarant").

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of real property located in Lake County, Illinois (the "Property"), which Property is legally described on Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to improve the Property by constructing thereon five Townhomes on separate lots, as hereinafter defined; and

WHEREAS, Declarant desires to establish certain rights, easements and privileges in, over and upon the Property and to impose certain covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, for the benefit of all owners, with the intent that all owners, occupants and mortgagees of the Property or portions thereof and persons hereinafter acquiring any interest in the Property, shall hold their respective interests subject thereto; and

WHEREAS, such rights, easements, privileges, covenants, conditions, restrictions and obligations are intended to promote and protect the quality of the Property and are established for the purposes of preserving, enhancing and perfecting the value and attractiveness thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be owned, sold and conveyed subject to the terms of this Declaration which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

1. "Association" means THE TOWNHOMES OF ANTIOCH GOLF COURSE TOWNHOME ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

2. "Board" is the Board of Directors of the Association.
3. "Developer" means SB Group, an Illinois general partnership, and any successors and assigns.
4. "Development" means the Property and all improvements thereon whether now existing or hereafter added.
5. "Lot" means any individual, subdivided parcel of real estate by plat or deed to be conveyed to an individual Townhome owner.
6. "Maintenance Areas" include the entire Development, except for the interior of any townhome, and specifically including but not limited to roofs, exterior walls, front, side and rear yards, and parkways but specifically excluding driveways and sidewalks of individual Townhomes.
7. "Member" is an owner who is a member of the Association.
8. "Occupant" means a Person, other than an Owner, occupying a townhome.
9. "Owner" is a Person or Persons who are the record owner of fee simple title to any portion of the Property (lot) and improvement thereon.
10. "Party Wall" is a wall built as part of the original construction of a townhome and placed on the boundary line between townhomes.
11. "Person" means an individual, a corporation, a partnership or trustee.
12. "Property" means the real property legally described on page one.
13. "Townhome" is a residential unit having one or more party walls located within the Development.

## ARTICLE II

### GENERAL RESTRICTIONS

1. This Declaration and all covenants, conditions, restrictions, easements, and rules and regulations issued pursuant to the terms herein shall run with the land and be binding upon each Owner, his successors and assigns, subsequent purchasers, mortgagees and occupants. Every Person, upon becoming an Owner, affirmatively agrees to accept all duties and obligations contained in this Declaration, amendments thereto, and supplements

thereto together with all rules and regulations of the Association.

2. The duties and obligations set forth or permitted now or in the future under the terms of this Declaration automatically attach to an ownership interest and may not be severed from ownership.

### ARTICLE III

#### EASEMENTS

1. Easements are hereby granted to utilities furnishing water, gas, electric, and sewer and drainage services to the Property or any part thereof and to any other public utility or cable television company or authority. The easements granted extend to but are not limited to initial construction and installation, repairs, replacement, operation and inspection of all facilities on the Property and any other utility easement areas as may be designated on the Plat. Additional easements may be granted by the Declarant or the Association by any written instrument or as depicted on any plat whether now or hereafter recorded. The easements granted herein include and extend to ingress and egress and are perpetual and run with the land. The utility easements granted herein extend to and for the benefit of Declarant and its grantees, successors, and assigns.

2. No structure may be erected on any utility easement area nor any plantings or fences which interfere with the easements granted except for certain sewer and water services which extend under and through individual unit garages to serve other units within the building.

3. During the period of construction and until such time as all Developer obligations are fully installed and completed, Developer, its successors, employees, assigns and agents has the right of ingress and egress over and upon all portions of the property for any and all purposes reasonably related to construction and sales.

4. If initial construction of any improvement shall result in an encroachment from one lot to another, the Owner of each lot agrees to take title subject to an easement for such encroachment including rights of access for inspection, maintenance, repair and replacement.

5. The Association (including its employees, agents, and contractors) is hereby granted a maintenance easement, including the right of ingress and egress, to maintain, repair, replace and inspect all parts of the Property reasonably required to fulfill its obligations in the Maintenance Areas.

6. The Developer and all Owners are granted easements for maintenance, repairs, replacements and inspections to an individ-

ual Townhome or lot over and onto an adjoining lot or Townhome as may be reasonably necessary.

7. All easements granted and described herein or granted in the future are easements appurtenant, run with the land, and inure to the benefit of and are binding upon all Owners, successors, grantees, heirs and devisees in perpetuity.

#### ARTICLE IV

##### MEMBERSHIP

1. Developer has caused to be incorporated an Illinois not-for-profit corporation, THE TOWNHOMES OF ANTIOCH GOLF COURSE TOWNHOME ASSOCIATION, which shall be the governing body as provided in this Declaration for the administration and operation of the Property and the Maintenance Areas. All duties, obligations and rights vested in the Association shall be exercised by the Board.

2. Every person who is a record owner of a fee or undivided fee interest in any Lot and Townhome shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhome and membership shall terminate upon the transfer of ownership. Subsequent Owners shall likewise succeed to membership. Declarant shall be a Member as to each Townhome or individual lot prior to the initial conveyance of ownership.

3. As a member of the Association, every Owner is bound by the provisions of the By-Laws of the Association as adopted and as amended from time to time.

#### ARTICLE V

##### VOTING RIGHTS - ADMINISTRATION

1. Each Member shall be entitled to one (1) vote for each Townhome owned. When more than one Person holds an interest in a Townhome, all such Persons are Members, but there shall be no more than one (1) vote with the voting member to be designated to the Board. The Board, however, has the right to suspend the right to vote of any Member or Owner during a period in which assessments are not currently paid or for any violation by a Member of the Declaration or rules and regulations of the Association.

2. The administration and operation of the Property, and the Maintenance Areas is vested in the Board of Directors of the Association. Prior to the first meeting of Members, the duties and obligations of the Board and of the Association shall be

performed by and enforced by the Developer. At the first annual meeting of Members and at all subsequent annual election meetings, the Members will elect three (3) directors to the Board. The first annual meeting of the Members shall be held: (a) upon notice and call by Developer, but no later than (b) sixty (60) days after the conveyance of four of the individual lots permitted by this Declaration, but (c) in any case no later than seven (7) years from the date of recording of this Declaration. Notice from the Developer or Declarant of the first annual meeting to all Members will be in writing and will schedule a date not less than thirty (30) days nor more than sixty (60) days from the date of the notice.

3. Every director, other than Developer or Declarant, shall be an Owner, a spouse of an Owner, or a beneficiary of a land trust, a partner or a shareholder if any such entity is a record Owner.

4. All funds collected by the Board or a management company designated by it shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be deemed to be held for the benefit, use and account of all Owners. Said funds shall be administrated pursuant to the provisions of this Declaration and the By-Laws.

5. The Board is hereby granted authority to adopt rules and regulations from time to time to effectuate fulfillment and exercise of its rights, duties and obligations as set forth in this Declaration as deemed necessary for the enhancement of the Property and regulation of the Members for the common benefit.

6. Except for acts of bad faith, the Board and officers are not liable for mistakes in judgment, acts, or omissions performed in their official capacities. The Association and the Members shall indemnify and hold harmless each Member of the Board and each officer and duly authorized agent against all claims and liabilities arising out of their official actions.

7. The Board is designated as the acting agent for Members, Owners, and the Association. The Board has authority to retain contractors, attorneys, and auditors in fulfillment of its duties and obligations herein.

8. Unless otherwise provided herein, the presence of Members, in person or by proxy, entitled to cast forty percent (40%) of the votes constitutes a quorum for any meeting.

## ARTICLE VI

### GENERAL RIGHTS

1. The individual lots and Townhomes are designated for separate ownership by Owners subject to the terms of this Declaration, the By-Laws and rules and regulations now or hereafter adopted by the Board.

2. The Board and the Association shall have total authority, to the exclusion of any individual Owner or Owners, for maintenance, additions, improvements, repairs and replacements to or for the Maintenance Areas. The duties, obligations and responsibility of the Board and the Association extend to but are not limited to landscaping, exterior painting, tuckpointing, roofs, all exterior surfaces of any Townhome together with exterior pipes, lines and wires serving any Townhome or Townhomes, snow removal, lawns and shrubbery. Excluded from the duties and obligations of the Association set forth in this paragraph are windows and the interior of any Townhome. The duties and obligations set forth herein may be expanded or limited by a majority vote of the Members. All costs incurred herein by the Association are a common expense. The duties and obligations of the Association as set forth in this paragraph do not include or extend to damage or destruction resulting from acts or omissions of an Owner, an Owner's family, occupants or agents, which is the responsibility of said Owner to repair or replace. The duties and obligations of the Association set forth in this paragraph also do not include or extend to repairs or replacements resulting from other than normal wear and tear (including but not limited to casualty losses) for which the Board or an individual Owner has insurance coverage. The Association will make available to any individual Owner any insurance proceeds to which the Association is entitled to receive covering any specific damage or loss referred in the preceding sentence.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

The Board shall function as an Architectural Control Committee. The purpose of the Committee is to maintain and promote the value and attractiveness of the Development. No exterior alterations, additions, modifications or removals (exterior changes) shall be made or permitted to any Townhome (including, but not limited to color and design, surface changes and landscaping) by any Owner unless approved by the Architectural Control Committee in writing. The Board may delegate its authority under this Article VII to a Committee which may consist of non-Board members.

Plans for any exterior change showing the work and specifications in detail must be submitted to the Architectural Control Committee. The Committee shall apply a standard with reference to maintaining the harmony and value of the Development, the Townhomes, and exterior improvements for the benefit of all Members. The Committee shall issue a written determination of approval or disapproval to the Owner applicant within twenty-one (21) days after the submission of a request for the exterior change. Applications for exterior changes will be considered approved by the Committee if no action is taken on any application within twenty-one (21) days. The Committee is authorized to issue additional standards and regulations. The provisions of this Article will be uniformly applicable to all Owners but are not binding on the Developer or Declarant with respect to initial construction and installations. Any contemplated or permitted exterior changes must be in accordance with all applicable laws and ordinances and any required approvals, rules or regulations of the County of Lake that may be applicable to the Development.

#### ARTICLE VIII

##### USE AND OCCUPANCY RESTRICTIONS

1. No Townhome shall be used for any activity other than residential purposes for which it is intended and in accordance with all applicable codes and ordinances. No Owner or occupant shall be restricted from maintaining personal or professional business records or accounts or from receiving or making business calls within his Townhome unless prohibited by Governmental ordinance.
2. No building or structure of a temporary character such as storage sheds, or other out buildings is permitted.
3. Nothing shall be done or permitted on any part of the Property by any Owner including the interior of a Townhome which constitutes a nuisance or offensive activity or a hazard to other Owners or occupants. No animals shall be raised, bred or kept for any commercial purpose. Commons household pets are permitted provided that they do not create a nuisance or disturbance and further provided that pets and Owners and occupants are bound by rules and regulations as may be enacted by the Board or Association relating to the conduct of pets. The Board specifically has the authority to require the removal of any pet constituting a nuisance.
4. Except as may be permitted by the Board, no signs of any kind shall be placed or permitted on the Property. Nothing herein restricts Developer, successors or assigns from maintaining its signs and advertising during the sales and marketing program for this Development.

5. No Owner shall permit or allow, by act or omission, any activity within his Townhome which may increase the cost of or cause or threaten the cancellation of insurance for his Townhome, any other Townhome or any area for which the Association maintains insurance.

6. Awnings, flag poles and satellite dishes shall not be permitted. However, the Architectural Control Committee is authorized to revise this or cancel this prohibition, in its sole discretion.

7. No clothing or laundry shall be hung outside any Townhome. No garbage, debris or waste shall be stored or piled outside any Townhome except on the date for scheduled pickup of same.

8. A Townhome may be leased provided that the Board be furnished with a copy of the lease together with any additional information from Owner or lessee which the Board may reasonably require. Every lease shall contain a clause stating that the lease is subject to the terms and conditions of the Declaration together with rules and regulations of the Board and Association. The obligations of an Owner set forth herein or provided for herein extend to and bind any lessee, tenant or occupant.

9. The restrictions contained in this Article shall not apply to the Developer, its successors and assigns, during the period of initial construction and installation required of or contemplated by Developer or during the sales program until the conveyance of title to the last Townhome lot.

#### ARTICLE IX

#### PARTY WALLS

1. Each wall which is built as a part of the original construction of the Townhomes upon the Property and placed on the dividing line between the Lots and/or serves two or more Townhomes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who use said party wall.

3. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner(s) who share the use of the wall shall contribute to the cost of restoration thereof in proportion to such

use without prejudice, however, to the right of any such Owner to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE X

### ASSESSMENTS

1. Each Owner by acceptance of a deed of conveyance agrees to pay to the Association assessments representing his share of maintenance assessments and other assessments provided for or permitted for the proper operation and administration of the Property and Maintenance Areas together with any special assessments assessed by the Board. All assessments, together with interest as provided for by the Board, all costs and reasonable attorney's fees relating to the collection of unpaid assessments shall be a personal obligation of the Owner at the time the assessment is due. Such assessments, costs, fees and charges as set forth above shall further bind successor owners or grantees and be a continuing lien on the individual lot and Townhome until paid in full. The Developer or Declarant is not obligated to pay assessments herein.

2. Prior to December 1st of each year, the Board shall prepare a budget of expenses anticipated for the maintenance, repair, replacement and administration of the Property pursuant to the terms of this Declaration, together with an amount calculated to provide a reasonable reserve for emergencies. The Board shall notify every Owner in writing of said proposed budget a minimum of ten (10) days prior to the annual meeting of the Members at which time said budget shall be discussed. Regular and special assessments shall be levied equally to and against every Owner, except as otherwise provided herein, and shall be payable in installments as set forth by the Board. By March 15th of each year, the Board shall furnish each Owner a statement of accounting for the expenses and income from the preceding calendar year incurred and paid. Any excess amounts accumulated will be deposited into the reserve account of the Association. At any time, the Board is authorized to adopt and issue a supplemental budget in cases of emergency, unforeseen expenses or if cash or anticipated cash is unavailable or inadequate to pay for or complete operating expenses or other expenses of the Association. As with an annual budget or a proposed annual budget, written