

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

THIS DECLARATION is made this 15th of May, 1991 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 a 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 constructin 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 constructin 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 Benefi- ciary'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



by a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or failure to enforce the rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

4. LIBERAL INTERPRETATION. This Declaration shall be liberally construed to facilitate and promote the objectives of this Declaration hereinabove set forth. Narrow, technical and literal construction of this instrument inconsistent with the objectives of Declarant or Beneficiary shall be avoided.

5. RULE AGAINST PERPETUITIES. Should any provision of this instrument be unlawful or void for a violation of (a) the rule against perpetuities, or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then such provision shall be deemed to be operative only until 21 years after the death of the last survivor of the now living descendants of James Thompson, Governor of the State of Illinois, and George Bush, President of the United States of America.

6. PARTIAL INVALIDITY; SEVERABILITY. The invalidity or unenforceability of any of the Covenants, Conditions or Restrictions herein contained, or of any other provision of whatever nature of this Declaration, shall not in any way impair or affect the validity or enforceability of any other provision of this Declaration, and any such invalidity or unenforceability shall be deemed partial and separable, and all of this Declaration shall be deemed valid, effective and binding except for the invalid provision.

7. CONFLICTS BETWEEN DECLARATION AND COUNTY ORDINANCE PROVISIONS. In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of Lake County, Illinois, the ordinance, rule or regulation then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

8. RESERVATION OF CERTAIN RIGHTS. Declarant reserves to itself and grants to Beneficiary the right to erect, maintain, repair and replace any advertising and promotional displays, sales and production offices, and appurtenant structures and lighting on any Dwelling Lot being held for sale so long as Beneficiary is engaged in the construction and/or sale of any portion of the Property. Such right may be granted by Declarant or Beneficiary to another for reasonable periods of time and from time to time after the sale of all lots by Beneficiary.

9. AMENDMENTS. At any time and from time to time while these Covenants, Conditions and Restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Deeds of Lake County, Illinois of any instrument declaring such amendment or revocation, which instrument shall be signed by Declarant or its successors and assigns, which instrument shall set forth such amendment or revocation and shall be effective from and after the date of its recording.

10. BENEFICIARY'S RIGHTS, POWERS AND OBLIGATIONS. Until Beneficiary transfers approval rights to the Association pursuant to Article III, paragraph 1 all of the rights, powers and obligations which by this declaration are to be vested in the Association and its Board of Directors shall be deemed vested in and possessed by Beneficiary. Until Beneficiary transfers an assignment of its rights, powers and obligations to the Association all of the lien rights and other rights herein provided for in favor of the Association and its Board of Directors shall be possessed by Beneficiary as fully and effectively in every respect, without diminution of any kind, as such lien rights are to be possessed by the Association and its Board of Directors. All rights of Declarant and Beneficiary shall be exercised without the consent of the Owners or the Association.

11. WAIVER OF DAMAGE. Neither Declarant, nor Beneficiary, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, or in Declarant's (or Beneficiary's or their respective representative's or designee's) capacity as developer, contractor, owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, the Board of Directors, the Association, by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either express or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or failure to act of any Owner, the Board of Directors, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or the disrepair of, any utility service.

12. NOTICES. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other persons entitled to use the Common Areas or any part thereof shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

13. CAPTIONS. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text hereof.

IN WITNESS WHEREOF, State Bank of Antioch, not individually but as Trustee under Trust Agreement dated September 21, 1989, and known as Trust Number 89-129, has caused this instrument to be executed by its ASSISTANT VICE President T.O. and attested to by its ASSISTANT VICE PRESIDENT ~~Secretary~~, the day and year first above written.

State Bank Of Antioch  
Number 89-129 and  
Dated September 21, 1989

By: *[Signature]*  
Assistant Vice President  
Trust Officer

ATTEST:

*[Signature]*  
A.V.P. ~~Secretary~~

3020478  
RECORDER  
LAKE COUNTY, ILLINOIS  
91 MAY 20 AM 10:44  
*[Handwritten Signature]*

3020478

EXHIBIT A

Lots 67 through 69, inclusive, in Fairway Estates at Antioch Golf Club, Unit 3, being a subdivision of part of the southwest Quarter of Section 19, Township 46 North, Range 10 East of the Third Principal Meridian in Lake County, Illinois.

3020478