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

**LOT 41**

CT# 589730

This instrument was prepared by and  
after recording return to:

Windsor Development Corporation  
385 Airport Rd., Suite M.  
Elgin, Illinois 60123  
847-741-0112

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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

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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

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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.

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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.

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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

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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.

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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

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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 if 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

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television service system into, over, under, on and through the Common Elements for the purpose of providing such television service to the Property or to other property.

(ii) Upon the majority vote or more than fifty percent (50%) of the total votes of the Unit Owners at a meeting duly called for such purpose, the Board may grant an easement for the laying of cable television cable.

c. Reservation of Rights. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, subcontractors, workmen, materialmen, invitees and any successor builders an easement for ingress and egress under, over and across the Common Elements (as amended from time to time by add-on amendments) located thereon or any part thereof, for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting, selling and renting any Units or Buildings then owned by Declarant and for the purposes of constructing, completing, repairing, maintaining, inspecting and exhibiting facilities permitted herein on the Common Elements.

d. Water Charges; Watering Common Areas; Certain Exterior Water Faucets. All water used by the Declarant, Association or Unit Owners for maintenance of the Common Elements shall be deemed a Common Expense. The Declarant reserves for itself, the Association and their designees, their successors and assigns, the right to attach hoses and other water sprinkling devices to, and obtain water from, the water faucets on the exterior of the first floor of each Building on the Property to furnish water to clean and maintain the Common Elements. If said water faucets are "metered" to a particular Unit Owner, he shall be promptly reimbursed by the Association as to said costs incurred. The duty to maintain, repair and replace the exterior portion of said outside water faucets shall remain in the Owner of each Unit to which said water faucet is connected, but said Unit Owner shall be promptly reimbursed by the Association as to said costs incurred. This grant is perpetual and cannot be terminated without the consent of

the Board and so long as Declarant owns Units in the Property without the consent of the Declarant.

e. Easements to Run with Land. All easements and rights described herein are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other persons having an interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

8. Survey Amendments. Declarant reserves the right to and shall cause to be recorded from time to time until all of said structural components are in place, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units in the Buildings that are completed after the date Exhibit "B" was prepared. Whenever in this Declaration the term "survey", "surveys" or "Exhibit B" appears, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded pursuant to this Paragraph.

9. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid. Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit given by the Owner of that Unit to secure a debt, the Owner shall inform the Association of the identity of the lender

together with a mailing address at which the lender can receive notices from the Association.

10. Separate Real Estate Taxes. It is intended that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Managers, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and any such taxes levied and assessed on any open common areas, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

11. Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

12. Insurance; Unit Owners. Each Unit Owner shall be responsible for obtaining and keeping in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability insurance as Owner of said Unit, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in the By-Laws of this Declaration.

The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner to his own Unit (for example, wall treatments affixed to the Unit walls, etc.) unless and until such Unit Owner shall request the Board, in writing,

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to do so and shall make arrangements satisfactory to the Board to either pay for or reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and Association hereby waives and releases any and all claims which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent of the Buildings, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Unit or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

13. Maintenance, Repairs and Replacement of Common Elements and the Units.

a. By the Board. The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of the exterior portions of the Buildings, the garage door for each Unit, and those portions, if any, of each Unit which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, except to the extent insurance proceeds received by the Board resulting from said damage or destruction, covers said repairs. In addition, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilitates for the furnishing of utility services which may be located within the Unit boundaries as specified in Article II, Paragraphs 1 and 2, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration. The Association by the Board shall authorize any painting of the exterior of the Buildings and any maintenance within the Buildings outside of the Units, including, but not limited to, hallways,

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storage facilities, outside of a Unit, if any. The Board shall further be responsible for any maintenance as hereinabove set forth in this subparagraph in order to meet the requirements of any maintenance code adopted by the Township of Antioch. In addition, the Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of all landscaping and open areas between the Buildings made a part of the property, the detention areas, if any, maintenance, repair, replacement of entry monuments, signage and any fencing, if any; maintenance responsibility for the detention areas, if any, and all snow removal from driveways on the Property, payment of real estate taxes, if any, on any of the Common Elements; and insurance required on any of the Common Elements including, but not limited to, exterior portions of all Buildings.

b. By the Owner. Except as otherwise provided in subparagraph a above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, including the windows and doors of his own Unit, and all internal installations in such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, and heating, plumbing and air conditioning fixtures or installations and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II, Paragraphs 1 and 2. The Board or Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(ii) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition, at his sole expense, as



may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or Association. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board, Association or another Unit Owner for any work (such as certain exterior window cleaning or decorating) ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board or Association or, upon proper request, by the Unit Owner that the Board perform said work, the Board fails to do so.

14. Negligence of Owner. Unit Owners, the Board and the Association hereby waive any and all claims which they may have against any other Unit Owner due to the negligent act or omission of said Unit Owner, or a member of his family or household pet or of a guest or any other authorized Occupant or visitor of such Unit Owner for damage caused to the Common Elements or Units owned by others, to the extent that such damage is covered by insurance carried by the Association or Board of Managers or the Unit Owner who has suffered damage. Except as otherwise set forth in this Declaration, if due to the negligent act or omission of a Unit Owner, or a member of his family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or

maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, which determinations shall be uniformly applied considering the particular circumstances of each situation.

15. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Association or the Board, or the manager or managing agent for the Buildings, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

16. Alterations, Additions or Improvements. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board, including, but not limited to, the construction of any additional decks or fencing.

ARTICLE V  
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

1. Use. No part of the Property will be used for other than housing and related common purposes for which the Property was designed. Each Dwelling Unit shall be used as a residence for a single family and for no other purposes. The parking spaces and driveways in front of garage spaces and other parking areas, if any, shall be used for parking operable automobiles, motorcycles and other motor vehicles and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. Campers, trailers, pick-up trailers,

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recreational vehicles, and other types of non-passenger vehicles and accessories, including boats and snowmobiles, shall be stored in garages only, if the garage door can be closed. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and any such towing charge shall become a lien on the Unit Owner if he owns the vehicle or item or his Occupant owns same.

2. Restrictions. There shall be no obstruction of the Common Elements nor shall anything be stored in, on, under or above the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance without the prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed on the Common Elements.

4. Owner's Insurance. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability insurance to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinabove provided.

5. Exterior Surfaces. Owners shall not cause or permit anything to be placed on outside walls, doors and windows of the Building, and no sign, awning, canopy, shutter, air conditioning unit, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board. No fencing or patios shall be built adjoining any Unit except those built by Declarant. No basketball backboards or free standing basketball poles or apparatus of any kind shall be constructed or permitted, even if a portable kind.

6. Pets. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that

up to two (2) dogs, cats or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board; provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the Board.

7. Nuisances. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

8. Structural Integrity. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of a Building or the Common Elements, or which would structurally change them except as is otherwise provided herein.

9. Unsightliness. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of litter, rubbish, debris and other unsightly materials which must be kept in receptacles provided for such purposes.

10. Commercial Activity. No industry, business, trade occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Elements unless permission from the Board is obtained.

11. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except for those signs advertising an open house which shall be permitted for a 24-hour period. Notwithstanding the foregoing, the right is reserved by the Developer or its

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agents to place and maintain on the Common Elements or any Unit it owns, as long as Development is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine.

12. Board Consent. Nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board.

13. Developer Rights. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Property, the Developer, the Declarant, beneficiaries of Declarant, their agents, successors and assigns, hereby reserve the right: (a) to lease or sell such Units as the Developer shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sale or leasing of the Units in the Property; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Property, an easement being hereby granted to Developer for said purposes.

14. Exceptions. The Unit restrictions in Paragraphs 1 and 10 of this Article shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for residential purpose and not in violation of Paragraphs 1 and 10 of this Article.

15. Obstructions. There shall be no obstructions of any stairs or hallways, if any, entrances, exits or other portions of the Common Elements nor shall ready access

