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LAKE COUNTY, ILLINOIS
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Frank J. ...

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GREENS
AT ANTIOCH GOLF CLUB**

THIS DECLARATION is made this 19th day of October, 1992
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 the Village of
Antioch, Lake County, Illinois, which property is known as The Greens at Antioch Golf
Club, and is legally described in Exhibit "A" attached hereto and made a part hereof
recorded in the Office of the Recorder of Deeds of Lake County, on OCT 19 1992,
19____, as Document Number 3227073; and

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

WHEREAS, Declarant and Antioch Golf Venture, 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; and

WHEREAS, the Property is currently also subject to a declaration of easements,
covenants and restrictions contained in the instrument made by Central National Bank
in Chicago, a national banking association, as Trustee under Trust Number 21825,
recorded May 31, 1978 as Document 1920598, and a supplemental declaration
recorded May 31, 1978 as Document 1920601, and this declaration is intended as a
supplement thereto;

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 referred to Antioch Golf Club 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 600 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.

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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 of chattel.

5. **BUILDING HEIGHT** shall mean the vertical distance measured from the established curb level to the highest point of the underside of 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.

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, share holder 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 with in 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 any thing 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 1,500 square feet; and
- (ii) for Dwellings of more than one-Story - not less than 1,700 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 area 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 foregoing, 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 exterior television or radio antennae, earth station dishes, poles, wire rods, or other devices in connection with the reception or transmission of any television, 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.**

(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 perpetual easement for ingress and egress along the west 30 feet of Lots 1 through 9, inclusive, and a perpetual easement for ingress and egress along the west 15 feet of Lot 10, both as depicted on the recorded Plat of Subdivision for the Property. Said easement shall be for the benefit of the Antioch Golf Club, its successors, assigns and invites for the purpose of retrieving golf balls hit on to said easement. No Structures shall be built within said easement nor shall any or other materials shall be placed or permitted to remain which may interfere with this easement.

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, which ever 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.

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

15. **EXTERIOR MAINTENANCE AND REPAIR.** Each Owner, at his sole cost and expense, shall maintain and repair his Dwelling Lot and the Building and Structures located thereon, keeping the same in good condition and repair.

16. **SOLAR COLLECTORS.** Solar collectors which are visible must be carefully designed to relate to the architectural design of the Building on which they are placed. Solar collectors must be aesthetically integrated into the design forms when

exposed to view and must be hidden from view wherever possible. Any solar collector placed on a Building roof must be constructed at the same pitch as the roof of the Building. All solar equipment must be screened from adjacent Dwelling Lots.

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

ARTICLE IV

Architectural and Landscape Control

1. **PURPOSE.** Architectural plans, site plans and landscape plans controls are established by this Declaration for the purpose of insuring 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. Beneficiary shall have the right to refuse to approve any construction plans or specifications, and any landscaping and grading plans and specification which in its judgment do not comply with the requirements contained in this Declaration in respect of the construction or maintenance of Dwellings and other Structures, or which in Beneficiary's sole judgment for aesthetic or any other reasons are not appropriate to the residential community developed or to be developed within the Property. Beneficiary has the right, in determining whether to give or withhold approval of plans and specifications submitted to it, to consider the desirability of the proposed construction, landscaping, tree removal, or grading in relation to other Dwellings and other landscaping and grading on the Property.

(a) **LANDSCAPE PLANS.** Three copies of a detailed landscape plan at a scale of one inch equals twenty feet (1" = 20'0") showing proposed plantings and trees (including size or diameter), existing trees (6" in diameter or larger), fully sodded lot including parkways, and location of parkway trees. This plan should be prepared in conjunction and be coordinated with the site grading and drainage plan.

(b) **SITE GRADING AND DRAINAGE PLAN.** Three copies of a detailed site grading and drainage plan prepared by a Registered Illinois Engineer or Registered Illinois Architect, at a scale of one inch equals twenty feet (1" = 20.00"), showing existing topography at one foot contour intervals, existing curb and gutter elevations, driveway widths, existing grades, 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 The Greens 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, , 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, Illinois 60137, hereinafter referred to as "Developer", together with a review fee of \$300.00 per submission to help defray the cost of 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 then review submitted 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

Homeowner's Association

1. ASSOCIATION AND PURPOSE. There has been formed an Illinois not-for-profit corporation known as the Antioch Golf Club 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 any thing 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 Bylaws of the Association, and shall be permitted to take all actions permitted thereby and in accordance therewith not inconsistent with this Declaration.

ARTICLE VI

Assessments

1. **ALLOCATION OF EXPENSES AMONG OWNERS.** All expenses in connection with maintenance, improvement, management and operation of the Common Areas and the carrying out of the duties of the Association shall be borne in equal shares by all Owners whose property is subject to this Declaration. Each such Owner agrees to become liable for and to pay all assessments herein provided.

2. **PAYMENT OF ASSESSMENTS.** Each Owner of a Dwelling Lot by acceptance of a deed therefore, and whether or not expressed in such deed, is deemed to covenant and agree to pay all assessments levied by the Association in accordance with its By-Laws. These assessments together with interest thereon as hereinafter provided and costs of collection shall be a continuing lien upon the Dwelling Lot and a charge thereon until paid and shall also be the continuing personal obligation of the person who was the Owner of each such Dwelling Lot at the time the assessment fell due.

3. **ENFORCEMENT OF ASSESSMENTS.** In the event of a failure of any Owner to pay any assessment on or before 30 days following notice of such assessment or the schedule due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the lesser of (a) two percent in excess of the prime or equivalent rate of interest announced or published from time to time by the First National Bank of Chicago, or (b) the maximum legal rate of interest then in effect, from the due date thereof to the date of payment and the Association shall have a lien on each Dwelling Lot against which such assessment is levied to secure payment thereof plus interest. When an assessment becomes delinquent, payment of both principal and interest and other costs attributable to such delinquency may be enforced against the Owner personally or as a lien on such Owner's Dwelling Lot or both. The Association may, in its discretion, file certificates of non-payment of assessment in the Office of the Recorder of Deeds of Lake County, Illinois whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect as an additional sum equal to the amount required to be paid by the Association on account of the records of such certificate of non-payment.

4. **SUBORDINATION OF LIENS.** The lien herein provided shall be subject and subordinate to the lien of any valid mortgage or trust deed now existing or which may be hereafter be placed upon any Dwelling Lot.

ARTICLE VII

Declarant's and Beneficiary's Successors and 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 VIII

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 IX

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 control of the Association has passed from Beneficiary to the other Owners, 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 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 the first Board of Directors to be elected by the Owners shall have been elected and qualified, 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.

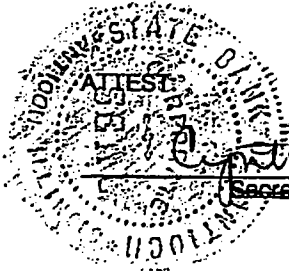
13. **CAPTIONS.** Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text hereof.

14. DECLARANT'S OPTION TO REPURCHASE. Owner agrees to commence construction on the Owner's Dwelling Lot within 24 months from the date Owner acquires title to a dwelling lot. In the event Owner shall fail to commence construction on or before 24 months from the date of closing, Declarant, its successors or assigns, shall have the option to repurchase the Dwelling Lot from the Owner in an amount equal to the sales price for the Dwelling Lot when originally conveyed to the Owner by Developer. The time of closing, if Owner fails to commence construction and Declarant elects to exercise its purchase option, shall be thirty (30) days following the exercise of the option. For purposes of this paragraph, construction will be deemed commenced once Owner, its successor or assigns, has installed a concrete foundation on the Dwelling Lot. It is expressly understood that the preparation of plans, or applications for commencement of construction do not constitute the commencement of construction. Owner recognizes that a memorandum of this agreement may be recorded against the Dwelling Lot.

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 ^{Asst. Vice President & Trust Officer} President, and attested to by its ^{Vice Pres.,} Secretary, the day and year first above written.

[Signature]
State Bank of Antioch, Trustee
Trust No. 89-129 dated September 21, 1989

By: *[Signature]*
Asst. Vice President & Trust Officer



[Signature]
~~Secretary~~ Vice President

EXHIBIT A

THAT PART OF THE FOLLOWING, TAKEN AS TRACT (AND HEREINAFTER REFERRED TO AS THE TRACT); THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN), DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF LAKES COUNTRY CLUB SUBDIVISION (A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1949 AS DOCUMENT NUMBER 683520, IN BOOK 32 OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS); THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE EASTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 163.63 FEET, MORE OR LESS, TO A POINT 150.0 FEET SOUTH OF THE NORTH LINE OF SECTION 25 (MEASURED AT RIGHT ANGLES THERETO); THENCE WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 428.12 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AFORESAID; THENCE NORTH ALONG THE WEST LINE, 150.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, A DISTANCE OF 493.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS), AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THAT PART THEREOF LYING EASTERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS STATE ROUTE 59), AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE SOUTH HALF OF LOTS 1 AND 2 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTER OF FOX LAKE ROAD AND THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE THEREOF, 110 FEET; THENCE SOUTH 35 DEGREES 30 MINUTES WEST, 550.03 FEET; THENCE SOUTH 23 DEGREES 30 MINUTES WEST, 955.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER THEREOF AND THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE POINT OF BEGINNING. DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEAST CORNER OF RESIDENTIAL AREA 1-"B" ON THE PLAT OF SURVEY, RECORDED SEPTEMBER 10, 1975 AS DOCUMENT 1728016 AND CORRECTED AND AMENDED BY PLAT OF SURVEY RECORDED MAY 13, 1977 AS DOCUMENT 1841768, IN LAKE COUNTY, ILLINOIS (SAID POINT BEING EASTERLY 70.00 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE TRACT AS DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY); THENCE NORTH 65 DEGREES 48 MINUTES 30 SECONDS WEST (NORTH 65 DEGREES 49 MINUTES 10 SECONDS WEST, RECORD) ALONG THE SOUTHERLY LINE OF RESIDENTIAL AREA 1-"B" (SAID LINE BEING COINCIDENT WITH LINE A-A OF AN INGRESS AND EGRESS PARCEL AS DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY AND COMMONLY KNOWN AS STONEBRIDGE DRIVE) A DISTANCE OF 187.01 FEET TO A POINT SOUTH 65 DEGREES 48 MINUTES 30 SECONDS EAST A DISTANCE OF 30.24 FEET FROM THE SOUTHWEST CORNER OF RESIDENTIAL AREA 1-"B"; THENCE NORTH 17 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 82.96 FEET; THENCE NORTH 4 DEGREES 00 MINUTES 40 SECONDS EAST A DISTANCE OF 133.26 FEET TO THE WESTERLY LINE OF RESIDENTIAL AREA 1-"B"; THENCE NORTH 17 DEGREES 01 MINUTES 22 SECONDS EAST (NORTH 17 DEGREES 00 MINUTES 50 SECONDS EAST, RECORD) ALONG THE WESTERLY LINE OF RESIDENTIAL AREA 1-"B" A DISTANCE OF 235.54 FEET; THENCE NORTH 7 DEGREES 37 MINUTES 38 SECONDS EAST A DISTANCE OF 272.67 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 55 SECONDS EAST A DISTANCE OF 51.76 FEET TO A POINT ON A 280.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 45 MINUTES 55 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 170.29 FEET, CENTRAL ANGLE 34 DEGREES 50 MINUTES 46 SECONDS; THENCE NORTH 14 DEGREES 24 MINUTES 40 SECONDS WEST ALONG A LINE NOT TANGENT TO SAID CURVE 23.36 FEET TO A POINT ON THE NORTHERLY LINE OF RESIDENTIAL AREA 1-"B" (SAID LINE BEING COINCIDENT WITH LINE P-P OF AN INGRESS AND EGRESS PARCEL AS DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY AND COMMONLY KNOWN AS HARBOR RIDGE DRIVE WITH SAID POINT BEING 20.00 FEET EASTERLY OF A POINT OF CURVATURE ON SAID NORTHERLY LINE); THENCE SOUTH 73 DEGREES 17 MINUTES 12 SECONDS EAST (SOUTH 73 DEGREES 18 MINUTES 06 SECONDS EAST, RECORD) ALONG THE NORTHERLY LINE OF RESIDENTIAL AREA 1-"B" A DISTANCE OF 289.05 FEET TO A POINT THAT IS 70.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES THERETO THE AFOREMENTIONED EAST LINE OF THE TRACT; THENCE SOUTH 16 DEGREES 41 MINUTES 31 SECONDS WEST (SOUTH 16 DEGREES 41 MINUTES 54 SECONDS WEST, RECORD) ALONG A LINE 70.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF THE TRACT, A DISTANCE OF 950.59 FEET TO THE POINT OF BEGINNING;

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AND ALSO, A 10 FOOT WIDE EASEMENT FOR WATERMAIN, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING 20.00 FEET EASTERLY OF A POINT OF CURVATURE OF AN INGRESS AND EGRESS PARCEL DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY ON LINE P-P OF SAID INGRESS AND EGRESS PARCEL; THENCE SOUTH 14 DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 23.36 FEET TO A POINT ON A 280.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 77 DEGREES 23 MINUTES 19 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE 2.73 FEET, CENTRAL ANGLE 00 DEGREES 33 MINUTES 27 SECONDS FOR A POINT OF BEGINNING; THENCE NORTH 73 DEGREES 17 MINUTES 12 SECONDS WEST A DISTANCE OF 159.55 FEET; THENCE SOUTH 75 DEGREES 06 MINUTES WEST A DISTANCE OF 207 FEET; THENCE NORTH 35 DEGREES 53 MINUTES WEST A DISTANCE OF 40 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF AN EASEMENT DESCRIBED BY DOCUMENT 2834271, SAID CENTERLINE THERE TERMINATING;

AND ALSO, A 20 FOOT WIDE EASEMENT FOR STORMWATER DRAINAGE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF RESIDENTIAL AREA 1-B DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY; THENCE NORTH 17 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 414.02 FEET ALONG THE WEST LINE OF RESIDENTIAL AREA 1-B TO A POINT OF BEGINNING; THENCE NORTH 85 DEGREES 00 MINUTES 10 SECONDS WEST A DISTANCE OF 208.51 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 51 SECONDS WEST A DISTANCE OF 123.67 FEET (THE SOUTHERLY LINE OF THE 20 FOOT WIDE EASEMENT THERE BEING EXTENDED TO THE EASTERLY LINE OF FAIRWAY ESTATES AT ANTIOCH GOLF CLUB UNIT 3, RECORDED MAY 20, 1991 AS DOCUMENT 3020477) FOR THE TERMINUS OF THE CENTERLINE OF THE 20 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF A 10 FOOT WIDE EASEMENT FOR STORMWATER DRAINAGE; THENCE NORTH 10 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 240 FEET ALONG A LINE 5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE EAST LINE OF LOT 67 IN SAID FAIRWAY ESTATES UNIT 3, SAID CENTERLINE THERE TERMINATING;

AND ALSO, AN EASEMENT FOR STORMWATER DRAINAGE DESCRIBED AS FOLLOWS: THE SOUTH 20 FEET OF THE WESTERLY 30 FEET OF RESIDENTIAL AREA 1-B DESCRIBED BY THE AFOREMENTIONED PLAT OF SURVEY; ALL IN LAKE COUNTY, ILLINOIS.

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