

3675960

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

THIS DECLARATION is made this 5th of October, 1994 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, the Declarant is the owner of the real estate located in Lake County, Illinois, which property is known as Fairway Manor 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, the 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 or 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 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 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.

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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. **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.

2. **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.

3. **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.

4. **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 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.

5. **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 (8) and IV hereof.

6. **TEMPORARY STRUCTURES.** No trailer, tent, garbage, 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.

7. **EASEMENTS AND RESTRICTIONS.** 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 the 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.

8. **LANDSCAPING AND DRAINAGE.** Landscaping shall not be installed in any 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 provision of Article IV hereof.

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

10. **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.

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

12. **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.

13. **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.

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

**ARTICLE IV  
ARCHITECTURAL AND  
LANDSCAPE CONTROL**

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

(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 1 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-418, 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 plan review. After submittal of ALL required documents, Developer shall 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 OUTLOTS

1. Designated upon the plat of subdivision for Fairway Manor at Antioch Golf Club are certain outlots some of which are reserved for the exclusive benefit of the residents of Fairway Manor and others that are to be used as part of the Golf Club. The following is a list of the outlots.

- (a) Outlot A of the plat of subdivision is open space that is designated for the benefit of the residents of Lots 1 through 30.
- (b) Outlot B is open space and designated for the benefit of the residents of Lots 31 and 32.

- (c) Outlot D is open space and designated for the benefit of the residents of Lots 33 and 34.
- (d) Outlots G and H are open space and are designated for the benefit of the residents of Lots 38, 39 and 40.
- (e) Outlot J is designated as open space and is designated for the benefit of the residents of Lot 41 and 42.
- (f) Outlots C, F and I are golf course property.
- (g) Outlot A which is for the benefit of the residents of Lots 1 through 30 shall be maintained by the residents of Lots 1 through 30.
- (h) Outlots B, D, G, H and J are for the benefit of the residents of Lots 31 through 42 and shall be maintained by the residents of sublots 31 through 42.

2. Located upon the golf course and the above referenced outlots are certain stormwater detention facilities. These facilities shall be maintained by the owners of the respective properties, i.e., if stormwater detention facilities are located upon the golf course, the maintenance and repair of said facilities shall be assumed by the owners of the golf course. Certain stormwater management systems are located upon the outlots and the homeowners association of the respective properties shall be responsible for the maintenance and repair of said facilities.

Notwithstanding the foregoing, the owners of the golf course, their successors and assigns shall have the obligation to maintain the detention facilities located on the Southeast 15 feet of Lot 35 and also on Outlot H. This obligation only relates to the maintenance of the stormwater detention facility and does not apply to grass maintenance or leaf collection which shall be the owners obligation.

The Declarant shall be responsible for the maintenance of all stormwater detention facilities until such time as 80% of the lots therein have been sold. Thereupon maintenance responsibility shall become the responsibility of the respective homeowners association provided that said transfer of responsibility shall not occur, until all maintenance guarantees held for the required improvements have been released by the County. In the event that an owner of a lot fails to maintain the stormwater detention facility located on such lot, the County of Lake or its designated agent may proceed to correct the failure of maintenance following reasonable notice and demand that the deficiency of maintenance be corrected. However, no such notice and demand shall be necessary if the failure to maintain has created a clear and imminent hazard to the public health safety or welfare of the residents of the subdivision or the general public. The cost of such maintenance to the County shall be charged against the owners of the lot upon which the obligation is imposed.

#### ARTICLE VI HARBOR RIDGE HOMEOWNERS COMMUNITY ASSOCIATION

1. **ASSOCIATION AND PURPOSE.** There has been formed an Illinois not-for-profit corporation known as the ANTIPOCH GOLF CLUB 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 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 VII  
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 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 evidence 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 Beneficiary transfers approval rights to the Association, 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 the 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 Edgar, Governor of the State of Illinois, and William Clinton, 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 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 in the case of default, lenders or mortgagees of Declarant, its successors or assigns) 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 (or in the case of default, lenders or mortgagees of Beneficiary, its successors or assigns) transfers approval rights to the Association, 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 possess 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 designees) 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.

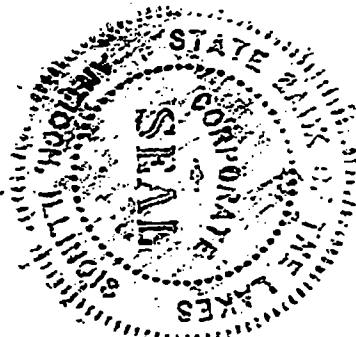
IN WITNESS WHEREOF, State Bank of Antioch, not individually but as Trustee under Trust Agreement dated September 21, 1989, and known as Trust Number 89-129, has caused this instrument to be executed by its \_\_\_\_\_ President and attested to by its \_\_\_\_\_ Vice President \_\_\_\_\_ Secretary, the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

Assistant Vice President Operations

The Statement is based solely upon information and belief upon information furnished by beneficiary or beneficiaries of the aforementioned trust. The below has no personal knowledge of any of the facts, or statements herein contained.

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

By: *Randolph S. Miles*  
Assistant Vice President and Trust Officer



ATTEST:

*Walter J. Jaszowski*  
Assistant Vice President

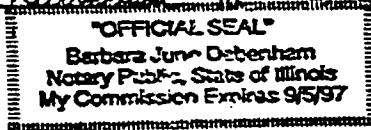
3675960  
RECORDER  
LAKE COUNTY, ILLINOIS  
95 MAY 22 AM 10:42  
*Franklin*

STATE OF ILLINOIS  
COUNTY OF LAKE

I, the undersigned a notary public in and for said county, in the State afresaid, do hereby certify that Randolph S. Miles and Walter J. Jaszowski personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 18th day of May 1995.

*Barbara June Debenham* in my Commission expires : 9-5-97  
Notary Public



**EXHIBIT A**

**LOTS 1 TO 42, BOTH INCLUSIVE, AND OUTLOTS, A, B, C, D, E, F, G, H, I, AND J, IN FAIRWAY MANOR AT ANTIOCH GOLF CLUB, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24 AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 5-22-95 AS DOCUMENT ~~3675959~~, IN LAKE COUNTY, ILLINOIS.**

3675960

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# EXHIBIT A FAIRWAY MANOR LOT 33/BLDG'S 1&2 CONDOMINIUM PLAT

LAKE COUNTY RECORDER  
DEC - 8 1998

### PARCEL DESCRIPTION

#### DESCRIPTION OF TRUSS PARCEL 33

THAT PART OF LOT 33 IN FAIRWAY MANOR AT ANTOON GOLF CLUB, BEING A SUBDIVISION OF PART OF THE UNDIVIDED QUARTER OF SECTION 24 AND PART OF THE UNDIVIDED QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE 10TH MERIDIAN, ACCORDING TO THE PLAT, BEING RECORD 4250092, LAKE COUNTY, ILLINOIS, AS SHOWN ON THE ATTACHED MAP, BEING THE FOLLOWING DESCRIBED LOTS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE NORTH 89° 00' 00" WEST ALONG THE WEST LINE OF SAID LOT 33 A DISTANCE OF 101.38' TO THE POINT OF BEGINNING OF SAID LOT 33; THENCE SOUTH 89° 00' 00" WEST ALONG THE WEST LINE OF SAID LOT 33 A DISTANCE OF 101.38' TO THE EAST LINE OF SAID LOT 33; THENCE SOUTH 89° 00' 00" WEST ALONG THE EAST LINE OF SAID LOT 33 A DISTANCE OF 101.38' TO THE POINT OF BEGINNING OF SAID LOT 33.

#### DESCRIPTION OF TRUSS PARCEL 34

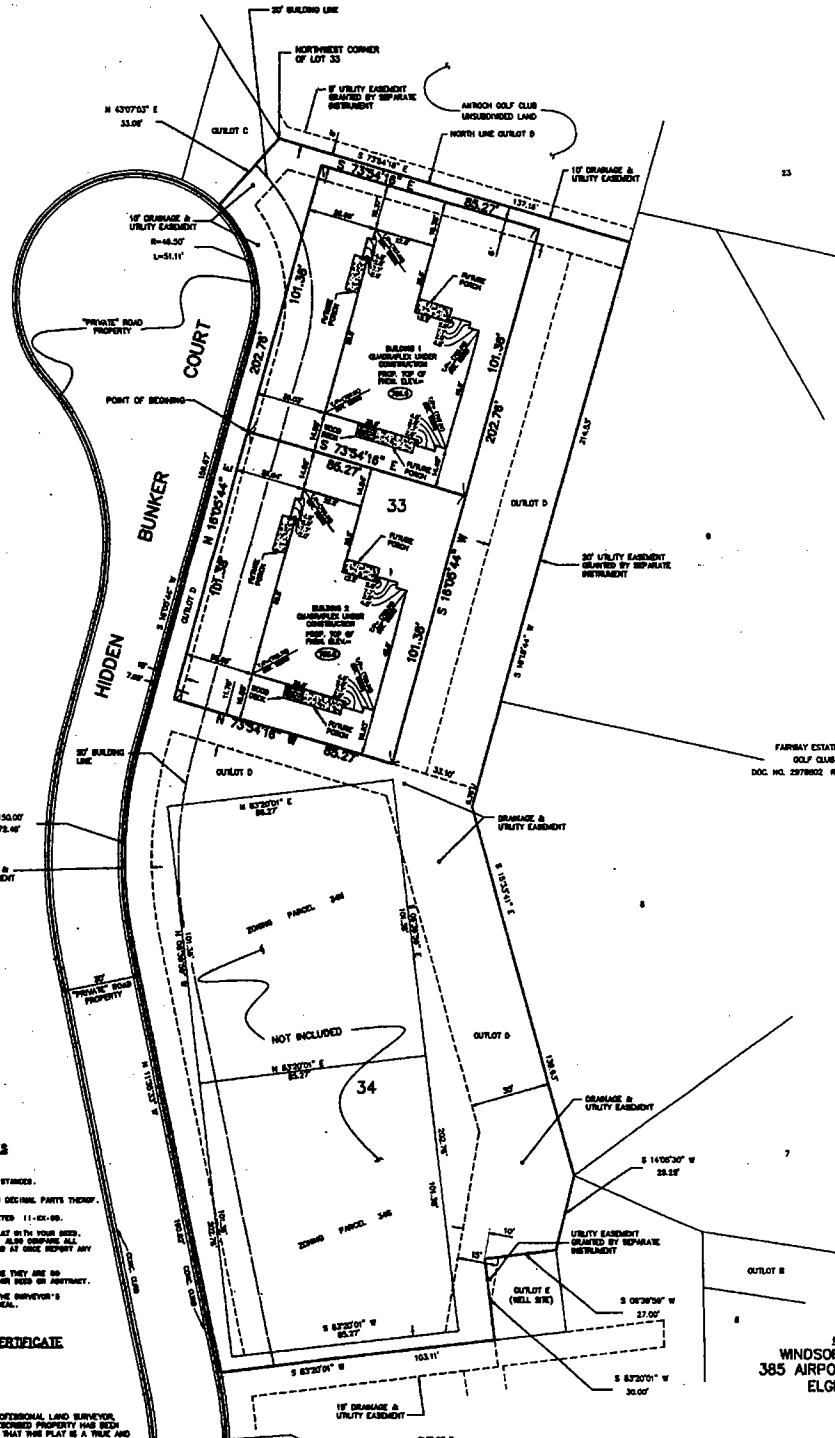
LOT 34 IS A TRUSS PARCEL AT ANTOON GOLF CLUB, BEING A SUBDIVISION OF PART OF THE UNDIVIDED QUARTER OF SECTION 24 AND PART OF THE UNDIVIDED QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE 10TH MERIDIAN, ACCORDING TO THE PLAT, BEING RECORD 4250092, LAKE COUNTY, ILLINOIS, AS SHOWN ON THE ATTACHED MAP, BEING THE FOLLOWING DESCRIBED LOTS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 34; THENCE SOUTH 89° 00' 00" WEST ALONG THE WEST LINE OF SAID LOT 34 A DISTANCE OF 101.38' TO THE POINT OF BEGINNING OF SAID LOT 34; THENCE SOUTH 89° 00' 00" WEST ALONG THE WEST LINE OF SAID LOT 34 A DISTANCE OF 101.38' TO THE EAST LINE OF SAID LOT 34; THENCE SOUTH 89° 00' 00" WEST ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 101.38' TO THE POINT OF BEGINNING OF SAID LOT 34.

#### DESCRIPTION OF BLDG 1

BLDG 1 IS A TRUSS PARCEL AT ANTOON GOLF CLUB, BEING A SUBDIVISION OF PART OF THE UNDIVIDED QUARTER OF SECTION 24 AND PART OF THE UNDIVIDED QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE 10TH MERIDIAN, ACCORDING TO THE PLAT, BEING RECORD 4250092, LAKE COUNTY, ILLINOIS, AS SHOWN ON THE ATTACHED MAP, BEING THE FOLLOWING DESCRIBED LOTS:

4250092



### SURVEYOR'S NOTES

1. DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
2. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
3. MEASUREMENTS FOR FIELD SURVEY COMPLETED 11-21-98.
4. COMPARE THE DESCRIPTIONS ON THIS PLAT WITH YOUR BEST AVAILABLE RECORDS OF TITLE. ALSO COMPARE ALL POINTS BEFORE RECORDING THEREOF. ALL DISCREPANCIES ARE GIVEN IN FEET AND DECIMALS THEREOF.
5. BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE AS SHOWN ON THE MAPS. REFER TO THEM AS AN APPROXIMATE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND IMPRESSED SEAL.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE) SS.  
 I, PERRY A. BLASER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.  
 DATED THIS 18TH DAY OF NOVEMBER A.D., 1998.  
 PERRY A. BLASER, LAND SURVEYOR NO. 3072  
 REGISTRATION EXPIRES ON NOVEMBER 30, 2002

### BENCHMARKS

1. TOP OF FLANGE BOLT BELOW "ARROW POINT" ON FIRE HYDRANT LOCATED AT THE NW COR. OF THE WESTLY INTERSECTION OF FAIRWAY DRIVE AND HUNTER ROAD DRIVE. BENCH. # 2825A
2. TOP OF FLANGE BOLT BELOW "ARROW POINT" ON FIRE HYDRANT LOCATED ON HUNTER ROAD DRIVE APPROX FROM THE HOUSE WITH THE STREET ADDRESS OF 2881. BENCH. # 2825B

PREPARED FOR:  
 WINDSOR DEVELOPMENT  
 385 AIRPORT ROAD, SUITE M  
 ELGIN, IL 60123

PREPARED BY:  
**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 11131 COUNTY FARM ROAD  
 WHEELING, ILLINOIS 60190  
 (815) 603-1030  
 Dwg No. : 0800018 FILE NAME : 33BLDG  
 DRAWN BY : SHY/FRS P.L.D./INC / P.L.D. NO. : 027/NO  
 COMPLETION DATE : 11-18-98 JOB NO. : 080001

