

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

527782

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

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

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

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

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

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

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

**ARTICLE I**

**DEFINITIONS**

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

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

## ARTICLE II

### GENERAL RESTRICTIONS

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

thereto together with all rules and regulations of the Association.

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

### ARTICLE III

#### EASEMENTS

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

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

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

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

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

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

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

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

#### ARTICLE IV

##### MEMBERSHIP

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

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

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

#### ARTICLE V

##### VOTING RIGHTS - ADMINISTRATION

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### GENERAL RIGHTS

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

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

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

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

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

#### ARTICLE VIII

##### USE AND OCCUPANCY RESTRICTIONS

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

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

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

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

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

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

#### ARTICLE IX

#### PARTY WALLS

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

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

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



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

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

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

## ARTICLE X

### ASSESSMENTS

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

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

notice shall be served by the Board on every Owner setting forth the amount due and the reason for any supplemental budget or assessment.

3. The failure of the Board to prepare or serve notice of any budget or anticipated budget does not constitute any waiver or release from the obligation of any Owner to pay assessments. In such instance of such failure by the Board, assessments will be due in the same manner and in the same amount as they were for the preceding year until the new budget is furnished all Owners and approved by the Board.

4. The fixing of assessments and the manner in which they are payable together with the amounts of any special or regular annual assessments is solely the duty and responsibility of the Board of the Association.

5. The Board shall maintain or cause to be maintained, kept and preserved, books and records reflecting an accurate accounting of all receipts and expenditures of the Association which records shall be available for inspection by any Unit Owner or any first mortgagee of record at reasonable times as may be requested. Every Owner shall be entitled to receive a statement of his account at any time upon notice to the Association and upon payment of a reasonable fee which may be charged by the Association. Non-use or abandonment by an Owner shall not serve to release or waive any rights against said Owner for assessments due herein.

6. The lien of the Association shall be subordinate to the lien of any mortgage or any other encumbrance recorded prior to the lien of the Association. The provisions of this paragraph 6 cannot be amended, changed or modified unless first consented to in writing by all mortgagees of record in the Development.

7. In the event of any default by an Owner in the performance of his obligations under this Declaration, the By-Laws or rules or regulations of the Association, the Board, in addition to an action for the collection of assessments and foreclosure of the lien, shall have the authority to exercise all rights and remedies provided in the Illinois Forcible Entry and Detainer Act or as otherwise available at law or in equity.

8. The Board may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Area. Where less than all of the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses attorneys' fees and court costs incurred by reason of the lien.

ARTICLE XI

INSURANCE

1. The Board may obtain insurance coverage, if available, for the Maintenance Areas to the extent deemed necessary by the Board and all alterations and additions and improvements now or in the future located thereon to insure against loss or damage by fire and such other hazards covered under standard extended coverage provisions and such other perils as the Board from time to time may determine should be included in such coverage. The insurance may be for full insurable replacement value. Such insurance coverage shall be written in favor of and the proceeds of such insurance shall be payable to the Association, as trustees for the Owners of any property damaged or destroyed. Subject to the provisions of Article V Section 4 hereof and subject to the rights of first mortgagees, the proceeds from such insurance shall be available, as the Board shall reasonably determine, for repairs, reconstruction and restoration. The policies obtained by the Association shall be deemed to be the primary insurance coverage for the Insured Property. To the extent feasible, the policy or policies of insurance shall contain a clause that coverage will not be terminated without at least thirty (30) days prior written notice to the Association and all mortgagees.

2. The Association may maintain a policy or policies of insurance, if available, with carriers providing for:

- (a) Comprehensive general liability insurance insuring on an occurrence basis each Owner (except to the extent that any liability results from any Owner's acts or omissions with respect to his Townhome), the Association, its directors and officers, Declarant and Developer, their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, supervision, operation, repair, maintenance or restoration of any portion of the Development in connection with any act or omission of or on behalf of any of the above mentioned individuals or entities within the Development. Such policies shall contain a provision that they may not be canceled without at least thirty (30) days prior notice to the Association, the Owners, and the first mortgagees of the Townhomes.
- (b) Workers compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws.

- (c) Fidelity bonds in adequate amounts for officers and employees having fiscal responsibilities, naming the Association as obligee.
- (d) Such other insurance in such limits and for such purposes as the Association may, from time to time, deem necessary or desirable. The insurance premiums paid by the Association under this Article shall be a common expense of the Association.

3. Every Owner shall maintain, at his own expense during his period of ownership, insurance covering his own Townhome and personal property and fixtures located therein against loss or damage or destruction by fire, vandalism, malicious mischief and other hazards covered under standard extended coverage insurance provisions, for the full insurable replacement cost. Every such policy shall contain, if possible, a waiver of the right of subrogation by the insurer against other Owners and the Association. Upon request of the Board, every Owner shall provide the Board with evidence of such insurance. Any flood hazard insurance required by any individual first mortgagee is the responsibility of the individual Owner. Every Owner is also responsible for obtaining any personal liability insurance for his own acts or omissions; and also as may be required for any Maintenance Areas to the extent not provided by the Association.

4. Any damage or destruction of or to any Townhome or a portion thereof must be repaired or replaced by the Owner within a reasonable time after the occurrence. Repairs and replacements shall be performed in a good and workmanlike manner utilizing materials at least equal to those of the original structure. Repairs and replacements must adhere to the original architectural design and be substantially in conformance with the initial construction of the Townhome and improvements.

## ARTICLE XII

### RIGHTS OF MORTGAGEES

Anything in this Declaration to the contrary notwithstanding, the following provisions are applicable with respect to any holder of a first mortgage of record on any Townhome:

- 1. Notice. The Association shall, upon request by any first mortgagee of record, give written notice as provided below:
  - (a) Notice of any default of an Owner which is not cured within thirty (30) days.
  - (b) Fifteen (15) days prior written notice of any annual or special meeting of the Association, except in case of an emergency.

- (c) Notice of damage or destruction to a Townhome or to a portion of the Maintenance Area.
- (d) Notice of any Condemnation or eminent domain proceeding.
- (e) Notice of any amendment to the terms of this Declaration made pursuant to Article XIII.

2. Assessments. Any first mortgagee herein who takes title to or possession of a Townhome pursuant to a decree of foreclosure shall take title free and clear of any claims for unpaid assessments accruing prior to the date of taking title.

3. Books and Records. Any first mortgagee has the right upon reasonable notice to examine the books, records and accounts of the Association along with copies of budgets, proposed budgets, and annual statements.

### ARTICLE XIII

#### GENERAL PROVISIONS

1. The Board and any Owner has the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions or conditions and reservations contained in this Declaration shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations that have occurred.

2. Notices to the Association or Board, as provided for in this Declaration or the By-Laws shall be written and shall be addressed to the Association at such address as may be designated by the President of the Board. Notices to an Owner shall be addressed to the address of his Townhome; however, any Owner may also designate a different address at which he is to be notified. Any mortgagee may designate an address to which notices shall be directed. Notices required herein shall be deemed to have been served when mailed by ordinary mail, postage prepaid, to the last known address of the addressee, or when delivered in person.

3. If any provision or provisions contained herein is found by a court of law to be in violation of any local, state or federal ordinance, statute or law, or unenforceable as written, then it is intent that the rights, obligations and interests

arising under the remainder of this Declaration shall continue in full force and effect.

4. If title to a Townhome is held by a land trust then the beneficiaries shall be considered Owners for purposes hereunder and they shall be responsible for any obligation created under this Declaration. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder. By directing said trustee to take title to said Townhome, the beneficiaries shall make their identity and any transfers of their beneficial interest known to the Association.

5. If any of the privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the surviving descendants of Richard Daley, present Mayor of the City of Chicago, Illinois.

6. Each Owner, except as herein provided, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract for himself, his heirs, representatives, successors, lessees, grantees, beneficiaries and mortgagees, subject to all restrictions, conditions, covenants, reservations, easements and liens and the jurisdiction, rights and powers created or reserved by this Declaration. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with each Townhome, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were full recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attached to and run with the ownership of a townhouse and may not be severed or alienated from such ownership.

7. All rights, remedies and privileges granted to the Association pursuant to any of the terms, provisions, covenants or conditions of this Declaration, By-Laws or rules and regulations of the Board shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies and privileges shall not be deemed to constitute an election of remedies nor shall it preclude the Association thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to the Association hereunder or at law or in equity.

8. Every right, power or easement granted to or reserved by the Developer and/or Declarant in this Declaration shall inure to the benefit of and may be exercised by any of Developer's and Declarant's successors and assigns to whom Developer and/or Declarant expressly assign the rights of Developer and Declarant hereunder.

9. Each Owner shall have the right to place a separate, individual mortgage, trust deed or equivalent encumbrance for and on his Townhome with bona fide institutional lenders or personal lenders. No Owner has any right or authority to make or cause to be made any mortgage or other lien on property other than his lot or Townhome.

10. Subject to the next sentence, real estate taxes shall be separately taxed to each Townhome and lot Owner. If taxes for any year are not so separately taxed, then each Owner shall pay an equitable share as reasonably determined by Developer or the Association for real estate taxes.

11. During the period of sale by Developer of any Townhome in the Development, Developer and its agents, employees, contractors and subcontractors, and their respective agents, employees, successors and assigns, shall be entitled to access, ingress to and egress from any Townhome in the Development owned by the Developer and until every Townhome in the Development is sold and occupied by the purchasers thereof, Developer, and its agents and employees, and their respective agents, employees, successors and assigns, may use and show one or more of such unsold or unoccupied Townhome as a model and may use one or more of such unsold or unoccupied Townhome as a model and a sales office and may maintain signs and displays.

12. Articles, sections, headings and captions are used for convenience purposes only in this Declaration and have no substantive or determining effect.

13. Nothing contained in this Declaration is intended to detrimentally affect or violate any law, statute, or ordinance. In the event of any conflict between any term contained in this Declaration and any provision of any law, statute or ordinance, the law, statute or ordinance will prevail.

14. Subject to the other provisions and limitations contained in this paragraph, this Declaration may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the Board and approved by Owners having at least two-thirds (2/3rds) of the total vote at a meeting called for that purpose. No provision of this Declaration affecting the rights granted herein to Declarant, Developer or first mortgagees may be amended, rescinded or changed in any way without the prior written consent of Declarant, Developer or first mortgagees, with

this provision representing a limitation on the right to amend otherwise contained herein.

15. Notwithstanding any other provision of this Declaration, Developer and Declarant reserve the right at any time to record a Special Amendment to conform to the requirements of any institutional lender, or to correct clerical or typographical errors or to clarify conflicting provisions of this Declaration for property presently bound by or added in the future in accordance with the right of Developer or Declarant to so do. Every Owner and mortgagee and holder of any encumbrance and any person having any interest in the Property hereby grants to Developer or Declarant an irrevocable power of attorney coupled with an interest on behalf of all of the above listed to make, execute and record on behalf of each of the above any amendment described and contemplated herein. The power granted Declarant and Developer in this paragraph will terminate upon the conveyance or transfer of title to the last Townhome lot by Developer.

IN WITNESS WHEREOF, STATE BANK OF ANTIOCH, not individually, but solely as Trustee aforesaid, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this 13<sup>th</sup> day of September, 1991.

STATE BANK OF ANTIOCH, not individually, but solely as Trustee aforesaid

BY: [Signature]

Title: TRUST OFFICER

ATTEST: [Signature]

Title: ASSISTANT VICE PRESIDENT

*RETURN TO*  
THIS INSTRUMENT PREPARED BY:  
William L. Smith, Jr.  
TASLITZ, SMITH & HEMMESCH  
11 East Adams  
Suite 1400  
Chicago, Illinois 60603-6304  
312/939-0100

3062995  
SEP 17 PM 2:31  
LAKE COUNTY ILLINOIS



STATE OF ILLINOIS )  
LAKE ) SS  
COUNTY OF ~~COOK~~ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carolyn J. Blanchette personally known to me as Trust Officer of STATE BANK OF ANTIOCH, as Trustee under Trust No. 90-105, an Illinois corporation, and Beverly R. Terry <sup>Ass't V.P.</sup> ~~Secretary~~ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Trust Officer and ~~Secretary~~ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

V.P.

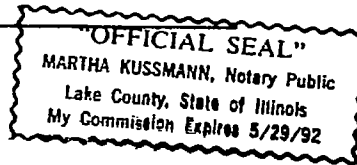
~~xxxxxx~~

Ass't

Given under my hand and notarial seal this 13th day of September, ~~1991~~.  
1991.

*Martha Kussmann*  
Notary Public

My Commission Expires: \_\_\_\_\_



3062995

EXHIBIT "A"

(Legal Description Rider)

3062995

~~18~~  
18

EXHIBIT A

PARCEL 1: LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN THE TOWNHOMES OF ANTIOCH, BEING A SUBDIVISION OF PART OF RESIDENTIAL AREA 1-D ON THE PLAT OF SURVEY RECORDED SEPTEMBER 10, 1975 AS DOCUMENT 1728016 AND CORRECTED AND AMENDED BY THE PLAT OF SURVEY RECORDED MAY 13, 1977 AS DOCUMENT 1841768 (EXCEPTING THEREFROM THAT PART SUBMITTED TO THE HARBOR RIDGE CONDOMINIUM NO. 1, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1920599, AS AMENDED FROM TIME TO TIME (AND MORE PARTICULARLY BY DOCUMENT NUMBERS 2034707, 2047754 AND 2080039)) IN PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1990 AS DOCUMENT 2951638, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PART OF THE ANTIOCH COUNTRY CLUB FINAL DEVELOPMENT PLAN RECORDED SEPTEMBER 10, 1975 AS DOCUMENT 1728016 AS PER COURT ORDER IN CASE NO. 72MR124 AND THE ANTIOCH COUNTRY CLUB FINAL DEVELOPMENT PLAN REVISION NO. 1 RECORDED JUNE 8, 1977 AS DOCUMENT 1841768, AS MORE FULLY DELINEATED ON THE PLATS ATTACHED THERETO AND DESIGNATED AS INGRESS AND EGRESS PARCEL AND IN THE GRANT OF EASEMENTS FOR GENERAL INGRESS AND EGRESS IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED MAY 31, 1978 AS DOCUMENT 1920598 DESCRIBED AS HARBOR RIDGE DRIVE (EXCEPT THOSE PARTS RELEASED AND EXTINGUISHED ON THE PLAT OF FAIRWAY ESTATES AT ANTIOCH GOLF CLUB UNIT 1 RECORDED JANUARY 4, 1991 AS DOCUMENT 2978801 AND UNIT 2 RECORDED JANUARY 4, 1991 AS DOCUMENT 2978802), STONE GATE DRIVE, AND THE ROAD OVER RESIDENTIAL AREA 1-D, IN LAKE COUNTY, ILLINOIS.

**3062995**

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