

## **SECTION 6, COVENANTS**

The Declaration of Covenants, conditions, Restrictions and Easements (Covenants) were developed by Westfield Homes of Illinois and the original Management Company. *The purpose of these Covenants is to provide for a set of standards that will create and maintain a particular appearance to Stonebrook Estates.* Upon purchase or rental of a home in Stonebrook Estates the owner or renter becomes obligated to comply with these Covenants.

At times an Association member may disagree with a particular Covenant and choose to ignore it. This action can have a negative impact on our area and even contribute to the devaluation of homes near the person who refuses to follow the Covenants. The Association will, and has, taken appropriate steps to obtain compliance to the Covenant. It is in the best interest of the Association members to follow what is put forth in the Covenants. After all, we're all part of a community. There's very little sense to behaving in a manner like that.

Highlights of the Association's Covenant's are given to you with the intent to summarize those that are frequently involved in questions. These highlights are provided as a primer on the Covenants and do not replace the actual Covenants contained in this manual. Please make sure you read these. In the event of a question please call a Board member.

1.04 says that the Common Areas are real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Association members.

2.01 states that every purchaser of a lot (now home) in Stonebrook Estates automatically becomes a member of the Association.

2.02 says that a Board of Directors shall manage the affairs of the Association. This section goes on to say that all matters requiring action by the Board shall be decided by majority vote.

3.02(a) gives an Association member the right to enjoy the Common Areas and that the Board by direction of the Association membership has the right to pass reasonable rules and regulations relating to the Common Areas usage.

3.04(a) says that, "The Association shall have the right to exercise the architectural controls and any other rights and obligations described in the [Covenants]."

3.04(c) states that the Board shall have the right to adopt rules and regulations governing the use, maintenance, operation, repair, and reconstruction of the Common Areas.

4.01 covers personal obligations of the Association member. It is important that the Association member understand that they shall pay to the Association

assessments that are levied "...pursuant to the provisions of this [Covenant]." The owner may not "...waive or otherwise escape liability for the assessments."

4.06 covers the nonpayment of assessments. The Association operates on a very tight budget and requires each member to pay his or her assessment. Failure to do so hurts the Association. In the past a number of members have been taken to court to obtain delinquent assessments. When this occurred, the member not only had to pay the delinquent assessment but all attorney and court costs.

6.02(b) says that lot and homeowners shall not permit their grass grow to an excess of five inches. If a member's yard is in this state they will be given a written notice and have their grass cut if it is not cut within five days of the notice's arrival. The owner shall pay for the cutting. This paragraph also says that those home facing a cul de sac are responsible for cutting the grass on the cul de sac.

6.02(c) directs that no grass cutting, clippings, branches or any other similar material be dumped on any portion of the Common Areas. In the past this has occurred. It is not only wrong, but also disrespectful to one's neighbors and fellow Association members to do this.

6.03(a) states that no above ground pools, outdoor clothes lines, chainlink or metal fences, microwave, or short-wave or other towers be erected or placed on any Association member's lot. Please read this one carefully.

6.03(b) simply says that no recreational vehicles, boats, trailers; tent trailers or tractor-trailer components cannot be parked in front of an Association member's home. Parking on any other portion of a lot is allowed provided such the unit is completely screened from neighbor's view. Please make sure you read this paragraph if you're thinking of doing anything similar to what's described in it. Contact a Board member if you have questions.

7.02 is a lengthy discussion of the Association's architectural controls. Please refer to Section 8 of this manual for a complete explanation. Also, please do read the actual Covenant wording.

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DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR STONEBROOK ESTATES  
HOMEOWNER'S ASSOCIATION

This Declaration is made this 14th day of May, 1992 by First Midwest Trust Company, NA, not personally, but as Trustee under Trust Agreement dated June 25, 1991 and known as Trust No. 5617 (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, the Declarant is the title holder of that certain real property situated in Lake County, Illinois, more particularly described on Exhibit A, attached hereto, hereinafter referred to as the "Property"; and

WHEREAS, the Property consists of residential lots to be conveyed to individuals or entities; and

WHEREAS, Declarant intends to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Owners and public welfare and more specifically for the purpose of enhancing and protecting the value of aforesaid Property in conformity with all applicable ordinances, and for collecting and disbursing the assessments and charges hereinafter, provided for; and for such other purpose as hereinafter described;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are intended to constitute a general plan for the benefit of and enforcement by all present and future owners of any of the Lots and the Village of Gurnee (or other governmental authority having jurisdiction of the matters to which these restrictions apply), so as to protect the value and desirability of the Property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns.

ARTICLE I.

Definitions

1.01 Association: Stonebrook Estates Homeowner's Association, an Illinois not-for-profit corporation and its successors and assigns.



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DECLARATION OF COVENANTS  
1.02 Board: The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions of the By-Laws, attached hereto as Exhibit B.

1.03 By-Laws: The By-Laws of the Association, a copy of which are attached hereto as Exhibit B, as said By-Laws may be amended.

1.04 Common Area: All real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Owners. The Common Area shall initially include those areas designated as "Common Area" on the Plat and shall be conveyed to the Association no later than the Turnover Date.

First Midwest Trust  
1.05 Declarant: Company, N.A., not personally but as Trustee under Trust Agreement dated as of June 25, 1991 and known as Trust No. 5617, its successors and assigns.

1.06 Declaration: This Declaration and all Supplemental Declaration made pursuant to Article V hereof, and all amendments hereof and thereof.

1.07 Developer: Westfield Homes of Illinois, Inc., is the Developer. The term "Developer" includes all successors and assigns of Developer. Rights reserved to the Developer herein are also reserved unto the Declarant acting upon the direction of the Developer.

1.08 Lot: Any lot of the Property as designated and described in any plat of subdivision executed and recorded subdividing the Property, or any portion thereof.

1.09 Member: An owner who holds membership in the Association pursuant to Paragraph 2.01 of this Declaration.

1.10 Owner: The record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. The term "Owner" shall include Developer to the extent of any portion of the Property owner by Declarant or by any other title holding trust of which Developer shall be the beneficiary, and also includes the interest of Developer or of Declarant (or of such other title holding trust) as contract seller of any Unit.

1.11 Plat: The plat of subdivision for the Property recorded as Document No. 3182382 in the Office of the Recorder of Deeds of Lake County, Illinois.

1.12 Turnover Date: The date on which the right of Developer to designate the members of the Board is terminated as set forth in Section 2.02 hereof.

## ARTICLE II

### The Association

2.01 Membership: Every purchaser of a Lot is hereby declared to automatically be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. The Association shall be formed in perpetuity. Each Owner by acceptance of a deed or other conveyance of a Lot located within the Property thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. There shall be one membership per Lot. If the record ownership of a Lot shall be in more than one person, or if an Owner of a Lot is a Trustee, corporation, partnership or other legal entity, then the individual who shall exercise the rights and obligations of the membership attributable thereof shall be designated by such Owner or Owners in writing to the Association. Ownership of a Lot shall be the sole qualification for membership in the Association.

2.02 Board: The affairs of the Association shall be managed by a Board of Directors, each of whom, with the exception of the members of the first Board, shall be a voting Member of the Association. There shall be three (3) Members on the first Board, each of whom shall be selected by the Declarant and shall serve as the directors until the "Turnover Date" which shall be the earlier to occur of:

(a) the sale by Declarant of all Lots; or

(b) the election by Declarant to terminate its control by written notice of such election to the Owners.

The Board shall direct, administer and manage the responsibilities, duties and affairs of the Association in accordance with the terms and provisions of this Declaration and when not inconsistent therewith, the charter and By-Laws of the Association. All matters requiring action by the Board shall be decided by a majority vote. On or prior to the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Area to be owned and maintained by the Association as required hereunder.



2.03 Voting Rights: After the Turnover Date, each Member shall be entitled to one vote.

2.04 Board Liability: The directors from time to time constituting the Board shall not be liable to the Members for any mistake of judgment or for any acts made, or omissions to act, in good faith as such directors.

2.05 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. The Association shall, at all times, be a duly organized and authorized Illinois not-for-profit corporation, operating under the Illinois General Not-For-Profit Corporation Act.

### ARTICLE III

#### Property Rights

3.01 General Provisions: All rights and easements described in this Declaration are rights and easements appurtenant, running with the land and shall at all times inure to the benefit of and be binding on the Owners or the mortgagees from time to time of any Lot and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

3.02 Easements: Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area:

(a) Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to all applicable laws and ordinances and the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Developer and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of the Storm Water Management Areas (as depicted on the Plat) and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such Storm Water Management Areas or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any

portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

**3.03 Developer's Rights:** The Declarant, the Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements, in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, the Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

**3.04 Association's Rights and Obligations:**

(a) The Association shall have the right to exercise the architectural controls and any other rights and obligations described in this Declaration.

(b) The Association shall have the right of ingress and egress over and upon any Lot as may be necessary for any and all purposes connected with its rights and obligations under this Declaration.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing (i) the use, maintenance, operation, repair and reconstruction of the Common Area subject to all applicable codes, ordinances and regulations; (ii) the architectural controls described herein, and (iii) any other matters regarding the Association's rights, duties and obligations hereunder.

**3.05 Developer's Reserved Rights:** Notwithstanding any provision herein to the contrary, the rights created under subparagraph 3.04 shall be subject to:

(a) The right of Developer to execute all documents and do all other acts and things affecting the Property or any part thereof which, in the Developer's opinion, are desirable in connection with Developer's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner or of the Association; and

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public utilities or governmental bodies.



3.06 No Dedication to Public Use: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever, except any public pathway easements expressly dedicated for public use.

3.07 Incorporation of Rights by Reference: Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights, easements and covenants herein described shall be sufficient to create and reserve such rights, easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said rights, easements and covenants were fully recited and set forth in their entirety in such documents.

#### ARTICLE IV

##### Assessments

4.01 Personal Obligations: Each Owner of a Lot other than Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration. Each assessment, together with interest thereon, costs of collection and reasonable attorneys' fees shall be a charge on the land and a continuing lien against the Lot from the date the assessment is made. Each assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person, persons or entities who was or were the Owner of such Lot on the date said assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding anything seemingly to the contrary, nothing in this Article IV shall be deemed to place an obligation or liability on the Declarant or Developer to pay the Association assessments or other charges or payments levied pursuant to the provisions of this Declaration on any Lot(s) to which Declarant is the record title holder until such time as a certificate of occupancy is issued for a dwelling unit constructed by Developer upon any such Lot.

4.02 Purpose of Assessments: The assessments levied by the Association shall be for the improvement and maintenance of the Common Area, including but not limited to the making of repairs, replacements and additions thereto. In addition, assessments may be levied for the purpose of paying other con-

tractual expenses of administering the Association and enforcing the provisions of this Declaration, including without limitation, the cost of architectural review, fees of attorneys and other necessary consultants, and appropriate insurance premiums. Assessments may be levied for such other purposes of the Association as the Board shall from time to time determine upon approval of two-thirds (2/3) of the Members.

4.03 Levying of Assessments: The costs of maintaining, operating and repairing the Common Area shall be allocated equally among all the Lots or in such other reasonable manner as the Board may determine.

4.04 Proof of Payment: Upon written demand of an Owner, at any time, the Association shall furnish such Owner a statement of account signed by an officer of the Association setting forth the amount of assessments levied against such Owner's Lot, if any. Such statement of account shall be conclusive evidence of payment of any assessments not stated therein as unpaid. A reasonable charge may be made by the Association for the issuance of such certificate or statement of account.

4.05 Payment of Assessments: All assessments shall be paid directly to the Association or to such other person or entity as the Board shall direct.

4.06 Nonpayment of Assessments: Any assessment which is not paid when due shall be deemed delinquent. If any assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at a rate determined by the Board, and the Association may file a lien against the Lot of the delinquent Owner and bring an action at law or in equity against the Owner personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may enforce and foreclose any lien it has or which may exist for its benefit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.07 Subordination of Lien to Mortgage: Notwithstanding anything to the contrary herein contained, all sums assessed by the Association but unpaid shall constitute a lien on the Lot prior to all other liens except all sums unpaid on a bona fide first mortgage lien of record against such Lot.



## ARTICLE V

### Annexation of Additional Property to the Subdivision

5.01 Additions to the Premises: Notwithstanding anything to the contrary in this Declaration, the Developer may, at its sole discretion, from time to time hereafter add additional portions of land to the Property. Where the Developer elects to annex additional properties, said annexation shall be consummated by the recording of a Supplementary Declaration. Said Supplementary Declaration shall contain, but not be limited to, the legal description of the property which is to be annexed. Upon compliance with this paragraph, each Supplementary Declaration and the property covered herein shall be subject to the following terms and conditions:

(a) The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described herein shall run with and bind the land of such additional property;

(b) Every person or entity who is an Owner of any lot in such additional property shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are then Owners of a Lot;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to such additional property included in any such Supplementary Declarations, with equal meaning and of like force and effect.

5.02 Board Membership: The Board shall not be increased in number by reason of any increase in Members resulting from the annexation of additional property.

## ARTICLE VI

### Restrictions on Use of Lots

6.01 Dwelling Unit Restrictions: No Lot shall be used for other than as a residence for a family, except that Developer reserves the right of itself, or its agents, to use any Lot for office, sale and display purposes.

6.02 Landscape Requirements and Restrictions:

(a) All Lots upon which a residential unit has been certified for occupancy by the Village of Gurnee shall be landscaped according to the following minimum specifications: front yards and side yards are to be seeded or sodded to the street curb by June 30th after occupancy if occupancy occurs from August 31st to April 30th.

(b) Lot Owners shall not permit grass or other weeds to grow on their Lot to a height in excess of five (5) inches. Those Lots which have a frontage (including partial frontage) on any cul-de-sac shall be responsible for the cutting of any grass or weeds in the islands within the cul-de-sac. Should any grass or weeds exceed the permitted height, then the Association may have the grass mowed or cut and the cost of such mowing or cutting shall be paid by the responsible Lot Owner(s); and if the cost of such mowing or cutting is not paid within thirty (30) days of notice of payment due, then the cost shall become a lien on the Lot or Lots in proportion to the responsibility of the Lot Owner(s).

(c) No grass cuttings, clippings, branches or any other similar material shall be dumped on any, portion of the Common Area.

**6.03 Lot Use Restrictions:**

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(a) No above ground pools, outdoor clothes-lines, chain-link or metal fences, microwave, shortwave or other towers for the reception or transmission of television, electrical signals, or electrical or high intensity lighting shall be erected, constructed or placed on any portion of the Property.

(b) There shall be no parking of recreational vehicles, boats, trailers, tent trailers or tractor/trailer components, permanently or temporarily, in any location in front of the front building line of a Lot. Parking on any other portion of a Lot shall be allowed provided such use shall be appropriately screened from view of adjacent Lot Owners.

(c) Lots which border along the golf course adjacent to the Property are encumbered with a landscape and buffer easement as indicated on the Plat. Owners of such Lots shall maintain and not alter the final grade or visual appearance of or build or erect any improvements or structures of any kind whatsoever on that portion of the Lots encumbered with said landscape and buffer easement.

**6.04 Primacy of Village Ordinances and Plat:** In the event any ordinances of the Village of Gurnee are more stringent, or if any such ordinances or the Plat conflict with any of the provisions hereof, the ordinances of the Village and the Plat shall prevail and control.

(b) Any Lot owner of a built upon or vacant Lot shall not permit grass or other weeds to grow on their Lot to a height in excess of five (5)-inches. Those Lots, which have a frontage (including partial frontage) on any cul-de-sac, shall be responsible for the cutting of any grass or weeds in the islands within the cul-de-sac and the removal of any landscape debris upon the islands within the cul-de-sac. Should any grass or weeds exceed the permitted height, then the Association will have the grass or weeds mowed or cut and the cost of such mowing or cutting will be paid by the responsible Lot Owner(s); and if the cost of such mowing or cutting is not paid within thirty (30) days of notice of payment due, then the cost shall become a lien on the Lot or Lots in proportion to the responsibility of the Lot Owner(s).

(c) No grass cuttings, clippings, branches, cut trees of any kind, or similar material, other landscape debris, dirt or trash of any sort shall be dumped on any portion of the Association's Common Area or vacant Lots. No signs of any kind, other than those applicable to the Association, may be placed upon any portion of the Common Areas. Signs placed upon the Common Areas will be removed and disposed of. Signage on vacant Lots are limited to "For Sale" signs that do not exceed 36-inches in length and/or width.

#### 6.03 Lot Use Restrictions

(a) No above ground pools, outdoor clothes lines, chain-link, stockade style, ferrous metal and/or plastic/composite-composition fences, microwave, short-wave or other towers and antennae for the reception or transmission of television, electrical signals, or electrical or high intensity lighting shall be erected, constructed or placed upon any portion of the Property. All fences shall be installed to follow the contour of the ground it is placed upon and be plumb. The fence's supporting posts must be installed with a minimum of four feet set into the ground. All fences shall be kept in a state of repair acceptable to the Association's Board of Directors. Satellite dishes for the reception of television signals are permitted and limited to a maximum size of 36-inches in diameter. Antennae and satellite dishes existing before June 30, 2003, and that do not meet the requirements of this CCR will be permitted to remain in place.

(b) There shall be no parking of recreational vehicles of any sort, boats, trailers of any sort, tent trailers or tractor/trailer components, permanently or temporarily, in any location in front of the front building line of a Lot. Parking on any other portion of a Lot shall be allowed provided such use shall be completely screened from view of adjacent Lot Owners by a permanent fence that meets the requirements of these CCR's. The word "temporarily" means any time frame exceeding two successive days within a twenty-one day period.

(c) Lots which border along the golf course adjacent to the Property are encumbered with a landscape and buffer easement as indicated on the Plat. Owners of such Lots shall maintain and not alter final grade or visual appearance of or build or erect any improvements or structures of any kind whatsoever on that portion of the Lots encumbered with said landscape and buffer easement.

(d) Penalties for Non-compliance: Any violation of this part that is not corrected within ten-days notice of said violation shall incur a penalty of ten (10) dollars per day until said violation has been corrected.

## ARTICLE VII

### Architectural Review Committee

7.01            Creation: So long as Declarant shall own, beneficially or otherwise, real estate or interests therein within the Property, the Developer shall be the sole member of the Architectural Review Committee. Declarant shall have further right to increase the membership of and to fix rules of procedure for the Architectural Review Committee. After the Turnover Date, the Architectural Review Committee shall consist of three (3) Members appointed by the Board pursuant to the By-Laws unless otherwise increased by the Association.

7.02            Architectural Controls, No building, fence of any kind whatsoever, wall structure (except for a residence which may be constructed by a contractor or homeowner with the Village of Gurnee's approval), or other improvement shall be commenced, erected, or maintained on any Lot, nor shall any additions to or change or alteration therein be made, including exterior colors, except interior alteration of existing homes, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on the Lot, and the grading and landscape plan of the Lot to be built upon, shall have been submitted to the Architectural Review Committee and approved in writing by the Association Board. The Architectural Review Committee shall review any such construction plans, home and outbuilding color changes to main siding, trim and roof colors, landscape specifications or grading plans for aesthetic or other reasons in order to make its recommendation to the Board to approve or disapprove said plans and/or specifications. In so reviewing such construction plans and/or specifications, or grading plans, the Architectural Review Committee and Board shall have the right to take into consideration the suitability of the proposed improvement or new construction with surroundings, and the effect the erection of the improvement or new construction has on the view from adjacent and/or neighboring properties. Where applicable, all projects must have the Village of Gurnee's approval before commencing construction. No shed shall be greater than 10-feet by 14-feet in floor size and no higher than 12-feet at the roof's peak. Sheds must not have concrete foundations or footing if built outside the Lot's building line as depicted on the particular Lot's Plat of Survey. All sheds must have the siding, trim and roofing colors the same as found on the applicant's home at the time of application. These shall also be of the same material. Landscaping requirements may be associated with a shed approval and must be complied with. Non-ferrous metal fences are allowed and must be maintained as set forth by the approving Board. Ferrous metal and plastic/composite-composition fences of any type will not be permitted. Wood or simulated wood stockade fences will not be allowed after the date of this Resolution. Pressure treated lumber, cedar and redwood lumber decks and concrete patios shall be permitted by the Board without written approval provided the decks and patios are at the rear of the residential unit and provided further that no wood railings appurtenant thereto shall be greater than six (6) feet in height and all applicable Village of Gurnee building code requirements are met.

7.03            Architectural Review Committee, All plans, specifications, designs and materials for any improvement to be made or new construction, placed or constructed on any Lot, or home or other previously approved structure on said Lot, shall be submitted to the Architectural Review Committee. The Architectural Review Committee shall make its

recommendation to the Board to either approve or disapprove such plans, specifications, designs and materials. Reasons for disapproval shall be given to the Board. Additional requirements placed upon a particular project's application by the Architectural Review Committee shall be transmitted to the Board. The Board shall review such recommendation and either approve or disapprove such plans, specifications, and materials by majority vote. The applicant shall receive, within thirty (30)-days of the Board's decision, a letter outlining the approval or disapproval. In the case of an approval the Board may add requirements it believes necessary to improve the quality of the proposed improvement, maintain the Association's overall visual appearance and the neighboring members view of the surroundings that will be changed by the proposed improvement. In the case of disapproval the reasons for disapproval shall be clearly given. The Board shall not give the applicant of a disapproved application suggestions on how to submit an application that will be approved. This shall be done to prevent the Board from becoming involved in individual projects. Compliance with the CCR's is the responsibility of the Association member making the application.

7.04                      Penalties for Non-compliance, Any violation of this part, past or present, that is not corrected within 30-days notice of said violation, shall incur a penalty of ten (10) dollars per day until said violation has been corrected.

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~~Upon such recommendation, the Board shall either approve or disapprove of such plans, specifications, designs and materials by majority vote. A report in writing setting forth the recommendation of the Architectural Review Committee and the decision of the Board and the reasons therefor shall be transmitted to the applicant by the Board within thirty (30) days thereafter.~~

## ARTICLE VIII

### Miscellaneous

8.01 Severability: Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

8.02 Amendment: The provisions of this Declaration may be amended by an instrument executed by not less than seventy-five percent (75%) of the Members; provided, however, during such time as the Declarant is an Owner of any Lot, provisions relating to the rights and obligations of Declarant and Developer may not be amended without the written consent of Declarant and Developer. The responsibility for continued maintenance, operation and preservation of the Common Area shall not be abrogated by any such amendment.

8.03 Notices: Any notice required to be sent to any Member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

8.04 Titleholding Land Trust: In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against such title holding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligations. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.



8.05 Captions: The article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

8.06 Rights of the Village of Gurnee and the Lake County Division of Transportation: Certain covenants and provisions herein are further intended to inure to the benefit of the Village of Gurnee and the Lake County Division of Transportation and it is therefore specifically provided as follows:

(a) The Village of Gurnee is hereby granted a perpetual easement, right and privilege to enter upon the Property for the purpose of providing police and fire protection services, and supervising the maintenance of all public facilities, including the Storm Water Management Areas as further provided in Section 8.06(b) below. In addition, the terms and conditions of all permits issued by the Village of Gurnee shall prevail over any provision contained herein to the contrary, except that no such permit shall negate the requirement that any improvements be approved by the Architectural Review Committee. These covenants and restrictions of this Section 8.06 may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Village of Gurnee against any person(s) or entity violating or attempting to violate any covenant or restrictions of this Section 8.06.

(b) The duly designated officials and employees of the Village of Gurnee and the Lake County Division of Transportation are hereby granted an easement to enter upon, on and over the Storm Water Management Areas for the purpose of inspecting such areas to determine whether the improvements and systems which constitute same have been and are being properly maintained in conformity with this Declaration and applicable ordinances and regulations. If it is determined that the Storm Water Management Areas are not in conformity with applicable restrictions, ordinances and regulations, the Village of Gurnee or the Lake County Division of Transportation, as applicable, shall give the Association written notice of such determination.

(c) Further, the Village of Gurnee and the Lake County Division of Transportation shall be empowered to compel correction of a problem concerning maintenance of the Storm Water Management Areas after providing notice to the Association, although notice shall not be required in the event that it is determined that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the Village of Gurnee or the Lake County Division of Transportation,

as applicable, shall have the right to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the Storm Water Management Areas. If the Village of Gurnee or the Lake County Division of Transportation is required to perform such service, it shall be entitled to complete reimbursement by the Association. The easement described in this section is an easement appurtenant, running with the land; it shall be at all time binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns. This Declaration may not be amended if the result would in any manner diminish its function of insuring compliance with all ordinance requirements (and other applicable regulations) concerning the Storm Water Management Areas, and that the responsibility for continued maintenance, operation and preservation of said Storm Water Management Areas shall not be abrogated by any amendment.

8.07 Waiver: The failure by the Association, any Owner, the Village of Gurnee or the Lake County Division of Transportation to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.08 Trustee Exculpation: This Declaration is executed by the First Midwest Trust Company, N.A., as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth to be kept or performed by the First Midwest Trust Company, N.A. as Trustee as aforesaid, are not to be kept, performed and discharged by the Trust Officer, personally. No duty shall rest upon the Trust officer either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligation express or implied, arising under the terms of this Declaration, except where Trustee is acting pursuant to direction as provided by the terms of said Trust No. 5617 and the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

8.9 Assignments by Developer: All rights which are specified in the Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Upon any exercise of rights by the holder of said mortgage, pledge assignment or transfer by reason of a default thereunder, any one or more of such holders, its nominee or designee, any party appointed pursuant

ant to such mortgage, pledge, assignment or transfer any successor or assign by foreclosure or otherwise shall from time to time hold or be entitled to exercise the rights of Trustee and Developer hereunder as fully as if name as such party herein. No party exercising rights as Developer or Trustee hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

8.10 Leasing of Lots: If any Owner shall lease his Lot, then:

(a) Such lease shall provide that the lessor or lessee shall be subject to all of the terms, conditions and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee.

(b) The Owner shall remain bound by all obligations set forth in this Declaration. Any lessee or occupier of any Lot covered by this Declaration shall lease or occupy such Lot subject to the obligation of this Declaration and any estate in or license or right to occupy shall be burdened by this Declaration and such occupant or holder of a right to occupy shall be subject to the obligations of the covenants, restrictions, conditions and easements herein declared to the same extent as if such lessee, occupier or holder of a right to occupy were an Owner of the fee to the Lot.

IN WITNESS THEREOF, Declarant has executed this Declaration on the day and year first above written, and this Declaration shall be and is recorded as part of and in conjunction with the Plat.

First Midwest Trust Company, N.A. as Trustee  
U/T/A dated June 25, 1991 known as IT 5617

SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF.

ATTEST:

By:

Nancy P. Schuch  
Title: Vice-President

not personally but as Trustee

By:

John A. Wilmoth  
Title: Trust Officer

RIDER ATTACHED TO AND MADE A PART OF AN INSTRUMENT  
DATED 5/14/92 UNDER TRUST NO. 5617

This instrument is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST TRUST COMPANY, National Association, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST TRUST COMPANY, National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.



STATE OF ILLINOIS )

COUNTY OF Lake )

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Jill A. Wilmoth Trust Officer of  
First Midwest Trust Company, N.A., and Nancy R. Scheck, Vice President,  
thereof, personally known to me to be  
the same person whose names are subscribed to the foregoing  
instrument as such Trust Officer and Vice President,  
respectively, appeared before me this day in person and acknow-  
ledged that they signed and delivered the said instrument on  
behalf of the Trust therein named, for the uses and purposes  
therein set forth; and they acknowledged to me that as such Trus-  
tee, they executed the within instrument for the uses and pur-  
poses therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of  
May, 1992.

Linda Corcoran  
Notary Public

OFFICIAL SEAL  
LINDA CORCORAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11-26-94