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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WARREN H. FALES COLUMBIA BAY ESTATES

This declaration is made this 8th day FEB., 2000, by DLF Custom Homes, Inc., (hereinafter referred to as "Declarant").

WITNESSETH:

Declarant is a title holder of that certain real property situated in Lake County, Illinois, more particularly described as:

Complete Legal Description Attached

Intended to be subdivided into a residential subdivision to be known as Warren H. Fales Columbia Bay Estates. Warren H. Fales Columbia Bay Estates shall consist of thirty-seven (37) residential lots to be conveyed to individual owners plus certain "Common Elements", being Outlot "A" on the Plat of Subdivision, all to be designated on the subdivision plat for Warren H. Fales Columbia Bay Estates;

and

Declarant or its successors and assigns intends to develop Warren H. Fales Columbia Bay Estates as a single family residential house subdivision;

and

Declarant hereby declares that Warren H. Fales Columbia Bay Estates shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with 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;

and

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

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(12)

of the Owners and public welfare and more specifically for the purpose of insuring maintenance of its on-site Stormwater Detention Facilities and Improvements, all Open Space Areas and Outlot "A" in conformity with all applicable ordinances, and for collecting and disbursing the assessments and charges hereinafter provided for; and for such other purposes as hereinafter described.

ARTICLE I

Definitions

"Owner" shall mean and refer to the record owner, including contract sellers whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property. Declarant shall be an owner as long as it holds title to one or more Lots. The term shall not include those having any interest merely as security for the performance of any obligation.

"Association" shall mean and refer to the Property Owners Association of Warren H. Fales Columbia Bay Estates. Said Association shall be the governing body for all of the Owners with respect to the administration, maintenance and repair of the Stormwater Detention Facilities and Improvements including but not limited to the Outlot "A" and for such other purposes as are hereinafter described.

"Property" shall mean and refer to the Final Plat of Subdivision commonly known as Warren H. Fales Columbia Bay Estates.

"Common Elements" shall mean all real property and improvements, whether now constructed or to be constructed, the legal title to which is owned or hereafter owned by the Association and intended for the use and benefit of the Owners.

"Common Open Space" shall mean those parts of the Subdivision so designated on the Final Plat of Subdivision which shall be fully owned and maintained in perpetuity by the Association and those parts of the Subdivision shall only be used and developed for the purposes intended by the Lake County Zoning Ordinance and shall not be used and/or developed for any purpose which would limit or cause to limit their use and function as intended by the Lake County Zoning Ordinance.

"Deed Restricted Open Space" shall mean open space located on individual lots that insures the protection of natural resources contained within the open space. Each lot owner affected by said open space is responsible for maintaining the open space and associated resources.

"Natural Resource Protection Areas" shall mean those portions of the Deed Restricted or Common Open Space required for the protection of natural resources and environmental features as defined by Section 4410 of the Lake County Zoning Ordinance. The use of Natural Resource Protection Areas shall be limited to those uses permitted by the Lake County Zoning Ordinance.

"Lot" shall mean and refer to the plots of lands so shown and designated upon any recorded subdivision of the Property.

"Declarant" shall mean and refer to DLF Custom Homes, Inc. its successors and assigns who are designated as such in writing by Declarant and who consent in writing to assume the duties and obligations connected therewith.

"Declaration" shall mean the written instrument together with exhibits which are attached hereto and made a part hereof include amendments, if any, to the written instrument as may be from time adopted pursuant to the terms hereof.

"Stormwater Detention Facilities and Improvements" shall mean and refer to all on-site facilities and areas necessary for the management of stormwater, which are included in Common Open Space, as appears more fully on the Plat of Subdivision of the property including Outlot "A". The use of Stormwater Detention/Retention Areas shall be limited to those activities which do not interfere with their stormwater detention function.

"County" shall mean Lake County, Illinois.

"Bufferyard" shall mean open space which is typically landscaped and serves to ameliorate nuisances between adjacent land uses or between a land use and a road.

ARTICLE II

Property Owners Association

Every purchaser of a Lot in Warren H. Fales Columbia Bay Estates Subdivision, shall automatically become a member of an association known as Warren H. Fales Columbia Bay Estates Property Owners Association, hereinafter called the "Association", and shall remain such so long as ownership is retained. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Property Owners Association shall be formed in perpetuity.

The sole purpose of the Property Owners Association is the care and maintenance of the Common Elements including but not limited to the Outlot "A" and including only those related actions herein.

Declarant has caused or shall cause the Association to be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Open Space. The Association shall be responsible for the maintenance, repair and replacement of the Common Open Space.

Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

Voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

The Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgement or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant, Declarant and each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgements paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulation adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

The Association, its employees, agents and contractors, shall have the right to come upon any portion of the Premises as may necessary in order to permit such persons or entities to do any work provided for or permitted hereunder.

Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion. It is not the intention that Owners shall have the right to attend meetings of the Board in the same manner as provided for members of condominium associations under the Illinois Condominium Property Act.

ARTICLE III **Insurance**

The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Common Open Space (based on current replacement cost for the full insurable replacement value) of such Improvements.

The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with the Common Open Space. The Board may, in its discretion, obtain any other insurance which it

deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties.

Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

The premiums for any insurance obtained under this Section shall be paid by the Association.

ARTICLE IV

Maintenance of Improvements

It shall be the responsibility of the Association to maintain the Common Open Space in Outlot "A" including the Stormwater Detention Facilities and Improvements and the emergency access easement and associated Improvements. The Association has the responsibility for the maintenance of any bufferyard in the Common Open Space. Each Property Owner shall bear his or her proportion of responsibility and cost for the continued maintenance, operation and preservation of the Stormwater Detention Facilities and Improvements, both on the surface and underground and other Common Open Space areas and the preservation of the hydraulic characteristics thereof. Each Property Owner shall be responsible for the maintenance of any bufferyard, drainage easement and/or Natural Resource Protection area which is located on the Property Owner's Lot. Each Property Owner's deed shall state the Owner's responsibility for maintenance of the Improvements.

The Declarant shall be responsible for the maintenance of all Improvements specified in the first paragraph of this Article until such time as eighty (80) percent of the Lots therein have been sold. Thereupon, maintenance responsibility shall become the responsibility of the Association provided that said transfer of responsibility shall not occur until all maintenance guarantees held by the County for the required Improvements have been released, and until all requirements of the applicable ordinances relating to on-site detention Improvements have been complied with and final approval has been given by Lake County and any other agency authorized by ordinance to inspect and approve the Improvements. All open space areas and on-site detention Improvements shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit their use and function.

Maintenance of Natural Resource Areas in Outlot "A" shall consist of the removal of litter, junk and debris. Maintenance may also include the removal of dead or diseased vegetation and such noxious species as *Lonicera tatarica* (Honeysuckle), *Rhamnus cathartica* (Buckhorn) or other invasive species. Natural watercourses shall be maintained free flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels. Maintenance of Stormwater Detention/Retention Areas shall consist of all acts necessary to comply with the Site Development Regulations contained in Section 4500 of the Lake County Zoning Ordinance.

ARTICLE V

Maintenance Assessments

By acceptance of a deed and whether or not it shall be so expressed in any such deed, each Owner of a Lot hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned assessments and charges as determined for each Lot by the Board of Directors of the Association, to be paid in the manner decided upon by the Board of Directors. Each Owner shall pay to the Association assessments representing his or her share

of the expenses of maintenance, required by this Declaration. The assessments, together with such interest thereon and cost of collection thereof, including but not limited to reasonable attorney's fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the said assessment fell due. No Owner may waive or otherwise escape responsibility for the assessments provided for herein by abandonment of his or her Lot. Except as otherwise provided elsewhere herein, the Owner as of the date of any levy of an assessment shall be personally liable for each assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Due to the responsibility of the Declarant to maintain the Stormwater Detention Facilities, Improvements and Outlot "A", as provided in Article III, The Declarant shall not be required to pay said maintenance assessments under this Article until eighty (80) percent of the Lots therein have been sold. The responsibility of the Lot Owner(s), other than the Declarant, to pay such maintenance assessments shall not be waived.

ARTICLE VI Enforcement

The covenants and restrictions may be enforced through any proceeding at law or in equity, by the Association, any Owner or the County, whether to restrain violation or to recover damages against any person(s) violating or attempting to violate any covenant or restriction.

The duly designated officials and employees of Lake County are hereby granted an easement to enter upon, on and over all stormwater detention facilities and other open space areas in the Subdivision to ensure that such facilities and areas are being used properly and maintained in accordance with this Declaration and all applicable County Ordinances. If it is determined that the use and maintenance of these areas are not in conformity with applicable restrictions, ordinances and regulations, Lake County shall give the Association written notice of such determination.

Further, the County shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association, although notice shall not be required in the event that Lake County determines 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, Lake County shall have the right to perform or cause to be performed such maintenance or other operations necessary to ensure that all Stormwater Management Facilities and other Open Space Areas function and may be used as intended by the Zoning Ordinance. If Lake County 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 at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Further, upon acceptance of the Improvements on the Property and release of all subdivision improvement assurances by the County and/or any other governing body politic, including all work done by the Declarant in bringing any off-site Improvements to the property, the Declarant shall be deemed as having completed all the Improvements correctly and thereby satisfying all the obligations of the Declarant to the Association and all Lot Owners in the past, the present and in the future; thereby, barring the Association and the same said Lot Owners from any actions against the Declarant at law or in equity concerning the same said improvements.

ARTICLE VII Architectural Control

No dwelling house shall be erected on any Lot and no alteration costing more than \$500.00 shall be made to any dwelling, until and unless the plans and specifications for the

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same, showing the nature, shape, size, architectural design, materials, location and approximate cost shall have been first submitted to and approved in writing by the Declarant

For the purposes of this paragraph only, the Declarant shall mean DLF Custom Homes, Inc., its successors or assigns, if any, as aforesaid. Plan submittal shall be in two stages. Preliminary plans indicating exterior design, plan arrangement and room sizes shall be submitted initially. Following approval of preliminary plans, construction working drawings and specifications shall be submitted for final approval. A fee will be paid by the applicant for the plan review. Said fee will be established by the Declarant and will be on an hourly basis at the prevailing rate for architects at the time. The Declarant shall have thirty (30) days from the date of the transmission of architectural plans to either approve or disapprove of the same. Failure to act upon said plans within said thirty (30) day period shall be equivalent to the approval thereof.

All final plans must have the written approval of the Declarant, its successors or assigns before construction can commence. The Declarant shall be exempt from the requirements of this Article.

ARTICLE VIII **Exterior Maintenance**

Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and the improvements thereof. No Owner of any Lot shall cause or allow any erosion to occur on said Property which is in violation of County ordinance or which the County deems detrimental to either public or private property or to the safety and welfare of the residents of the County. Furthermore, each Owner shall be responsible for the maintenance, repair and replacement of bufferyard materials and drainage swales upon their Lot. The Declarant shall be responsible for the maintenance, repair and replacement of all stormwater detention and stormwater conveyance areas and all bufferyards, including but not limited to bufferyard plant materials, which are all located in the Common Open Space, until such time that all maintenance bonds held by the County are released and the responsibility for the maintenance of said areas are assumed by the Association. As the successor to the Declarant, the Association shall be responsible for the maintenance, repair and replacement of all stormwater detention and stormwater retention areas and all bufferyards, including but not limited to bufferyard plant materials, which are all located in the Common Open Space.

Unless otherwise specifically directed by the County, the respective Lot Owners shall be responsible for the control of erosion and the maintenance of such permitted landscaping, including grass, within those portions of any easements which are part of their respective premises, as indicated on the Plat of Subdivision. In the event a Lot Owner fails to fulfill said responsibilities, the County may, but shall not be obligated, to fulfill said responsibilities. The County may record the costs, including attorneys' fees, as a lien against the title of said Lot. The County may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, bring an action at law against the Owner or Owners of record of said delinquent Lot.

Each Owner shall be responsible for the maintenance of any bufferyard upon his Lot. All bufferyards located on the Property (those not within the Common Elements) shall be maintained by the Owners of Lots on which such areas are located. All of said bufferyards shall remain and shall not be otherwise altered by the Owners in any way which would adversely affect the functioning of such bufferyards.

Unless otherwise specifically directed by the County, the respective Lot Owners shall be responsible for the control of erosion and the maintenance of such permitted landscaping, including grass within the bufferyards as indicated on the Plat of Subdivision. In the event a Lot Owner fails to fulfill said responsibilities, the Association shall be obligated to fulfill said responsibilities. The Association may record the costs, including attorneys' fees, as a lien against the title of said Lot. The Association may initiate legal proceedings to foreclose such lien

and may, in addition, or in the alternative, bring an action at law against the owner or Owners of record of said delinquent Lot.

In the event both Owner of a Lot and the Association fail to fulfill said responsibilities, the County may, but shall not be obligated, to fulfill said responsibilities. The County may record the costs, including attorneys' fees, such as a lien against the title of said Lot. The County may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, bring an action at law against the Owner or Owners of record of said delinquent Lot.

ARTICLE IX

External Control

Section 1: Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot Owner shall be permitted to take water from the retention areas or ponds within the subdivision for any reason whatsoever.

Section 2: Development Activity. Notwithstanding any other provision herein, any Owner, including the Declarant, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and convenient to the construction and sale of single-family residential units on the Property.

Section 3: Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently. The Declarant or its successors or assigns may locate trailers, equipment, vehicles or structures to be used during the development of the Subdivision until six (6) months after the construction and/or sale of the last Lot within the Subdivision.

Section 4: Signs. No advertising sign or billboards of any kind shall be displayed to the public view on any Lot, other than the subdivision entrance signs if any, and except a "For Sale" sign complying with the County Ordinances, or a sign, not exceeding 2 feet by 3 feet in size, erected during the construction of the house, displaying the name of the general contractor and/or architect provided such sign shall be removed immediately after the sales or completion of the dwelling. This restriction shall not apply to the Declarant or the Declarant's beneficiary.

Section 5: Livestock and Poultry. No animals, livestock, poultry or bees of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No horse or horses may be kept on any Lot within the Subdivision. Said household pets shall be limited to two (2) adult dogs and two (2) adult cats per Owner of one Lot or per Owner of a group of Lots under common ownership and shall be confined to the premises of the owner.

Section 6: Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in an inconspicuous place.

Section 7: Clear View of Intersecting Streets. This section shall not be construed to take the place of the permit requirements of the appropriate highway authority having jurisdiction regarding adequate sight distance at any points of access. Unless otherwise specified by Lake County Division of Transportation, a vision triangle shall be used to prove that there is an unobstructed view of an intersecting street to the motorist, cyclist, etc.. There shall be a triangular area of clear vision formed by the two intersecting streets. The triangular area shall

be formed by a point on each street center line located one hundred thirty (130) feet from the intersection of the street center lines and a third line connecting the two points. On any portion of a Lot that lies within the triangular area described above, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to obstruct or impede vision between a height of two (2) feet and ten (10) feet above the grade at the two streets center lines.

Section 8: Parking. No travel trailer, private truck, bus, hauler, trailer, motorized home or boat shall be parked on any tract, parcel or Lot unless totally shielded from the view of other properties and public streets. All such vehicles must be garaged.

All equipment which is not rubber tired and which is used in clearing, excavation or construction, shall be loaded or unloaded and used only within the boundary lines of each Lot. The Owners of each Lot shall be responsible for damage and maintenance of the roadways resulting from the use of the roadways relative to the construction and development of improvements upon the Owner's Lot.

No private vehicles shall be continuously parked on the streets or roadways for more than six (6) hours, but shall be kept on the driveway of the Lot or in the private garage.

Section 9: Manufacturing. No building shall be erected, maintained or used on any Lot for manufacturing, industrial or business purposes, nor shall any noxious or offensive activity be carried on upon any Lot.

Section 10: Building Standards. No building shall be erected or maintained on any Lot in the Property unless it is a dwelling house designated and equipped for occupancy as a private residence by a single family containing a minimum livable area of 1,750 square feet for a single story dwelling or a minimum livable area of 2,000 square feet for a two story dwelling, and also having a market value not less than \$125,000.00 as of this date (excluding Lot cost and landscaping, plus any percentage increase or decrease in cost measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers published immediately prior to the date of application for a building permit). No Lot may hereafter be used for more than one detached, single family residence, excluding trailers or mobile homes.

Section 11: Detached Buildings. No detached building, including but not limited to storage sheds, shall be permitted on any Lot. Furthermore, no structure of any type shall be permitted in or near any retention or detention pond including but not limited to boat houses, piers, water slides, swimming rafts or diving boards.

Section 12: Fence. No fence, wall, hedge or obstruction shall be erected or maintained within fifty (50) feet of any brook, stream or lake. No fence, wall or hedge shall be allowed forward of a Lot's rear building line or within the established side yard of any Lot. All fences shall have the architectural approval of the Declarant and cannot exceed four feet (4') in height and said fences must be architecturally pleasing in nature. No chain link or metal fencing, with the exception of wrought iron fencing, shall be allowed. Provisions or ordinances of the County governing enclosures for swimming pools shall supersede this restriction. All fencing shall be subject to the ordinances of the County.

Section 13: Utilities. All electric service, telephone service and other utilities shall be supplied by underground service and no poles shall be permitted on the Lots unless attached to a building for lighting purposes.

Section 14: Garages. All houses shall have attached garages, which garages shall each be for at least two (2) automobiles.

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Section 15: Antenna. No exterior TV antenna or any other device used to receive electronic reception, including but not limited to satellite dishes, shall be erected or maintained on any Lot within the subdivision. Direct TV dishes are exempted from this article provided that the dish is mounted on the building at the rear most part of the structure and below the highest gutter. This dish may not exceed eighteen (18) inches in diameter.

Section 16: Drainage and Filling of Lot Areas. Drainage from individual Lots, including drainage from sump pumps and roofs, shall be designed and constructed, and thereafter permitted in compliance with County ordinances.

There shall be no fill placed in any portion of a Lot designated as "flood plain" on the Plat of Subdivision.

Section 17: Above-ground Swimming Pools. There shall be no above-ground swimming pools.

ARTICLE X **Easements**

The Common Elements will be subject to utility easements in favor of any applicable governmental agency and/or public utility company for sewer, water, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not described for same prior to conveyance of the Common Elements, the Declarant may grant same later.

ARTICLE XI **General Provisions**

Section 1: Encroachments. If the improvements or landscaping constructed and planted by Declarant including public improvements on any Lot shall actually encroach upon any portions of the Common Elements and Lots as shown by the Plat of Subdivision, there shall be deemed to be mutual easements in favor of the respective Owners involved to the extent of such encroachments as long as the same shall exist.

Section 2: Land Trusts. In the event title to any Lot should be conveyed to a land title-holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries thereunder, from time to time, said beneficiary or beneficiaries shall be liable for payment of any Lot obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien or obligation hereby created and the trustees shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest in the title to such real estate.

Section 3: Amendments. Each Lot shall continue to be subject to these covenants and restrictions until January 1, 2015 and thereafter for successive ten (10) year periods. The Association may amend this Declaration if: (A) The Fee Owners (excluding mortgagees) representing two-thirds (2/3) in number of the Lots in the Subdivision to which these Covenants and Restrictions apply; and (B) The County shall file in the Office of the Recorder of Deeds of Lake County, Illinois, a written statement, so signed and duly acknowledged prior to the end of such initial period, stating that such restriction or covenants thereof, shall be revoked and amended as specified in said written statement, effective at the end of such initial period or on the date specified in the written statement.

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Section 9: Purpose. The purpose of this filing of this Declaration is to allow the Declarant or its assigns to develop the Development Area so that persons who will become Owners may live in a community with the protection afforded hereby.

Section 10: Waiver. The failure by the Association or any owner or the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11: Other Governmental Agreements. The Declarant acknowledges and makes notice that it has entered into agreements with other governmental agencies or bodies politic for the benefit of the Owners of the Property. These agreements are with Lake Villa Community Consolidated School District #41 (~~Exhibit B~~) which has been recorded as Document No. 4502325; Antioch Community High School District #117 (~~Exhibit C~~) recorded as Document No. 4502326; both of which have been attached to this Declaration. *JLF*

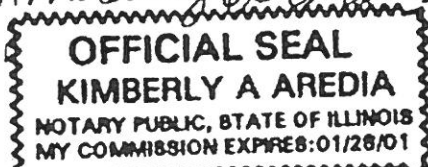
IN WITNESS WHEREOF, DLF Custom Homes, Inc., record owner, hereby submit these Covenants and Restrictions to Lake County, Illinois, Recorder of Deeds to record this document in the title deeds of said property.

This Covenant shall be and is recorded as part of and in conjunction with the Plat of Subdivision of Warren H. Fales Columbia Bay Estates, recorded MARCH 15, 2000 as Document No. 4502324 in Lake County, Illinois.

Dated this 8th day of FEB. AD, 2000.

Attest:

David L. Fales
David L. Fales



Where there are three (3) or more Fee Owners of any Lot and a majority of such Owners executes such written statement, such majority shall be sufficient for the purpose of such Lot being considered as joint in the execution of such written statement. Each covenant and restriction set forth here for the benefit of and may be enforced by, each Lot Owner and the County. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and properly recorded in Lake County, Illinois. Declarant further reserves prior to the closing of the sale of all the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the Plat of Subdivision.

This Declaration may be amended as said heretofore provided any such provision for amendment states that amendments to all covenants or restrictions applicable to the Stormwater Detention Facilities, improvements and other Open Space Areas in the Subdivision, including but not limited to Outlot "A", is expressly prohibited if the result would in any manner diminish their function of insuring compliance with all ordinance requirements concerning these improvements, and that the responsibility for continued maintenance, operation and preservation of said facilities shall not be abrogated by such amendment. No amendment to this Declaration or to the By-laws of the Property Owners Association shall be valid unless approved in writing by the Declarant. No amendments affecting the function, use and/or intent of the Stormwater Detention Facilities and other Open Space Areas shall be valid unless approved by the Plat Officer of Lake County.

Section 4: Notices. Notices provided for in the Declaration shall be in writing and shall be addressed to any Owner at his respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested or when delivered in person with written acknowledgment of the receipt thereof.

Section 5: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6: Rights and Obligations. Provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest in conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-laws, whether or not mention thereof is made in said deed.

Section 7: Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 8: Declarant's Right of Enforcement. In the event any Lot Owner shall be delinquent in any of the provisions of this Declaration, the Declarant may, but shall not be obligated to, pursue any remedy at law to enforce the Declaration. The Declarant may record costs incurred in the enforcement of the Declaration, including attorney's fees, as a lien against the title of said Lot. The Declarant may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, bring any action at law against the Owner or Owners of record of said delinquent Lot. Any inaction by the Declarant shall not be construed as a waiver by the Declarant of its rights to enforcement under this or any provisions of the Declaration.