

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CAMDEN TRACE, HAWTHORN WOODS, ILLINOIS

THIS DECLARATION, made this 15th day of July, 1988, by Ronald Freese and James Butler hereinafter referred to as "declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of the property described as follows:

Lots 1 through 47 (inclusive) in Camden Trace being a subdivision of part of Section 34, Township 44 North, Range 10 East of the Third Principle Meridian in Lake County, Illinois (herein referred to as the "Property").

WHEREAS, the property consists of residential lots; and

WHEREAS, Declarant is desirous of subjecting the Property to the Covenants, Conditions, Restrictions, Reservations and Easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth; and

WHEREAS, these Covenants, each and all of which is and are for the benefit of the Property and for each Owner thereof, and shall inure to the benefit of and pass with the Property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Covenants hereinafter set forth.

ARTICLE I  
General Purposes of this Declaration

The Property is subject to the Covenants hereby declared to insure the proper use and appropriate development of the Property and every part thereof; to protect the Owners of the Property therein against such improper use of the residential lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage and secure the construction of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to insure adequate and reasonable maintenance of the property; and in general to provide adequately for a residential development of the highest quality and character and the preservation of natural resources and the environment.

Article II  
General Restrictions

Section 1. The residential lots at Camden Trace in Hawthorn Woods shall be used for private residence purposes only, except as specifically authorized in this Declaration. The private residence shall be designed, constructed, equipped, maintained, reconstructed, altered and permitted to remain only as a single family dwelling, designed by a licensed architect and professionally built in accordance with the building codes of Hawthorn Woods and with the specific written approval of the Building Committee for Camden Trace.

No more than one single family dwelling shall be maintained on any one lot at the same time. A single family dwelling is defined as a house occupied by one or more persons related to the other by blood, marriage or legal adoption, living and cooking together as a single housekeeping unit, exclusive of household servants. A number of persons but not exceeding two (2) living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family.

The private residence shall be designed and built with an attached garage for storage of vehicles.

Section 2. In order to provide for a residential community of the highest quality and character, the Building Committee for Camden Trace may publish from time to time Site Development Criteria and distribute the same to the owners and contractors at Camden Trace. Said Site Development Criteria shall provide the guidelines for the construction of a home and other improvements on the individual residential lots in accordance with the applicable codes and ordinances of Hawthorn Woods.

Regarding the lots at Camden Trace with trees: prior to clearing a portion of the lot for the construction of a home or other improvements on the residential lot, the owner and/or his contractor shall submit a Lot Development Plan to the Building Committee for Camden Trace for the Building Committee's approval prior to said clearing. The Site Development Criteria shall detail the Lot Development Plan requirements. In addition to other items that may be included in the Site Development Criteria, the Building Committee shall approve the location of the house, garage and other improvements on the lot; the top of foundation elevation(s); the proposed final grading of the lot to assure proper drainage and minimize impact on the trees; the type of septic system and location of the system;

the construction envelope (and the proper cordoning off of the construction envelope); the procedures for the lot owner and his contractor to follow with regard to clearing, excavation, pouring the foundation, back filling, grading, material storage, vehicle parking, installation of utility services, site maintenance and other appropriate items. The Building Committee shall be reasonable and consistent in the setting of specifications and in the approval process.

Section 3. Antennas, air conditioners and other equipment shall be screened from view from the street fronting the residential lot. Said screening to be approved in writing by the Building Committee and in accordance with the applicable codes and ordinances of the Village of Hawthorn Woods.

Section 4. It shall be the responsibility of each lot owner to properly landscape and maintain his respective lot, including the parkway area adjoining the lot. Each lot owner shall have the duty to landscape the lot and parkway as soon as reasonably possible after the occupancy certificate has been issued. In no event shall seeding take place more than nine (9) months after issuance of said occupancy certificate.

The lot owner shall be responsible for keeping his lot clear of refuse and debris. Seeded areas (other than natural prairie and other naturalized areas) shall be kept mown to a height not to exceed six (6) inches. Woodland vegetation may be kept natural.

Section 5. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be maintained anywhere at Camden Trace, other than within buildings or structures or attached to their walls in an unobtrusive manner, unless the same shall be contained in conduits or cables and provided said conduits or cables and provided said conduits or cables are placed and maintained underground.

Temporary electric service lines may be placed above ground during construction per code but must be removed within three (3) months of occupancy.

Section 6. Except as provided herein, no signs of any kind shall be displayed on any lot except for one (1) sign not to exceed six (6) square feet to advertise the lot and/or home for sale.

During such time as the Developer maintains a Sales Office, Preview Home and/or homes for sale at Camden Trace, the Developer shall be authorized to display such signs as are permitted by the Village of Hawthorn Woods.

The Developer is Countryside Oaks.

All signs are subject to the ordinances of the Village of Hawthorn Woods and shall be maintained in good condition and shall be removed at such times as their purpose has been satisfied.

Section 7. No boat, airplane, trailer, truck, housetrailer, snowmobile, recreational vehicle or commercial vehicle shall be stored permanently or temporarily except within an enclosed garage. Owners may request that the Building Committee and the Village of Hawthorn Woods grant an exception. All exceptions must be in writing and shall set out the specific vehicle for which the exception is granted, the time period of the exception, the approved location of the vehicle and the required screening provisions that the owner is to adopt.

Section 8. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which is a nuisance to the community. The following activities are specifically prohibited:

- a. The burning of refuse is not permitted.
- b. The storage of construction refuse outside of the dwelling is only permitted in containers that are emptied weekly and screened from public view.
- c. Oil drilling, quarrying or mining operations of any kind. No derrick or other commercial structure shall be permitted on any lot. Manufacturing and commercial activities are prohibited except for the construction and marketing of single family homes and the sale of lots.
- d. No animals, livestock or poultry of any kind, other than house pets shall be kept or maintained on any lot. No dogs or other house pets shall be allowed to run at large. Dogs and other house pets shall only be permitted to be kept or maintained on a lot if the village ordinances permit the same. Dogs and other house pets shall be limited to the number allowed by Village ordinances with no breeding, or raising for commercial purposes allowed.

Section 9. Fences are not permitted. In unique circumstances exceptions are considered with the prior written approval of the Building Committee and The Village of Hawthorn Woods.

Section 10. All off the road vehicles are prohibited from operation within Camden Trace.

Section 11. No dumping shall be permitted within Camden Trace. The developer may designate specific locations for the deposit of surplus soil from the individual lots.

Section 12. All construction equipment which is not rubber tired shall only be loaded or unloaded within the boundary lines of the lot on which it is performing work. Any damage to public improvements, the Private Streets, septic area and landscaping is the responsibility of the lot owner.

Section 13. All lots having tile lines or natural drainageways are subject to the rights of adjacent owners and the public to maintain the uninterrupted flow of water through tile lines or natural drainageways.

Section 14. No temporary structure of any type shall be permitted; except Developer with the approval of the Village of Hawthorn Woods may authorize a temporary trailer for a certain time period and authorization must be in writing.

Section 15. With the approval of the Village of Hawthorn Woods, the Developer may allow one or more Preview Home(s) to be utilized for the purpose of selling homes and/or lots at Camden Trace. Said authorization must be in writing, subject to those terms, conditions and restrictions deemed necessary by the Developer.

Section 16. An individual lot or lots may not be resubdivided in a manner to create additional lots.

Section 17. Swimming pools, tennis courts, decks, porches, gazebos, and other structures require the written approval of the Building Committee and the Village of Hawthorn Woods. The Building Committee and Village may require screening of said structures from adjoining lots.

Section 18. Flag poles are permitted, provided the pole is designed and installed for this specific purpose and is not more than twenty-five (25) feet in height.

### ARTICLE III Architectural Control

Section 1. The Building Committee shall evaluate architectural submissions by the lot owner and/or the owner's contractor based on:

- a. Architectural integrity and consistency. The various elements of the home should be compatible and have significant appeal.
- b. The proposed improvement should be harmonious with existing and previously approved improvements in the vicinity of the subject lot.

c. Living space within the dwelling shall not be less than 3,000 square feet for multi-levels and not less than 2,800 square feet for a single story home.

d. All exterior facing and trim of the dwelling shall be of natural materials. (Subject to Building Committee approval).

e. Roofing on houses shall be cedar shake, tile, or slate.

f. The proposed improvement shall have a minimum of a three (3) car attached garage with a paved driveway.

g. The proposed improvement shall not be a duplicate of a previously approved home in Camden Trace and shall conform to the Village of Hawthorn Woods architectural policy.

h. The architectural style, the detailing of the exterior trim and the building materials shall combine to create a distinctive character to the improvement. The overall appearance of the improvement shall be one of professional quality.

Section 2. The purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building or other improvement shall be commenced or maintained, including any addition or alteration ( except interior changes ), until the construction plans and specifications, and the Lot Development Plan have been submitted to and approved in writing by the Building Committee, Countryside Lake Association and Village of Hawthorn Woods.

The construction plans and specifications shall include detailing of the exterior building materials and the exterior color scheme.

The Building Committee, Countryside Lake Association and the Village of Hawthorn Woods shall have the right to refuse to approve any such construction plans or specifications or Lot Development Plan and may specify construction procedures (in accordance with ARTICLE II, Section 2. of this Declaration). In the event that the Building Committee rejects construction plans, specifications and/or the Lot Development Plan due to the fact that the Building Committee determines that said plans and/or specifications are inadequate, not suitable or not desirable for aesthetic or other reasons, the Building Committee shall reply to the lot owner and/or contractor with the following:

a. a request for more complete plans or more detailed specifications,

b. an acceptable change(s) to the plans and specifications, and/or

c. a request for alternative plans for one or more specific elements of the plan.

Section 3. The building plans, specifications and Lot Development Plan shall be submitted to the Building Committee prior to application for a building permit and prior to clearing of the lot (for those with trees).

Section 4. A decision of the Building Committee can be reversed by a lot owner through the lot owner's compliance with the following procedure:

the lot owner shall petition the other lot owners at Camden Trace and shall obtain the affirmative signature of the owners of forty-seven (47) of the lots at Camden Trace in Hawthorn Woods to reverse a decision of the Building Committee. Said petition shall clearly state the lot owner's request and the Building Committee's objection. The plans, specifications, Lot Development Plan, all correspondence and all other pertinent documents shall be attached to the petition, referenced therein and made a part thereof. The lot owner shall then record the petition and all exhibits with the Lake County Recorder and may commence construction of the improvement in accordance with the plans, specifications and Lot Development Plan contained in the recorded document. Provided the plans have been approved by Countryside Lake Association and the Village of Hawthorn Woods.

Section 5. Any approval or procedure adopted by the Building Committee for one lot shall not restrict the Building Committee's right to grant a different approval or procedure for another lot.

#### ARTICLE IV

##### Building Committee

Section 1. The Building Committee shall be composed of Ronald Freese, James Butler and Geoffrey Butler. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, any remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Subsequent to the initial term of Ronald Freese, James Butler and Geoffrey Butler, its successors or assigns, The Building Committee shall consist of the Board of Directors of the Camden Trace Maintenance Association.

Section 3. At the time of the recording of this Declaration, the mailing address for the Camden Trace Building Committee is:

Camden Trace Building Committee  
27344 N. Chevy Chase Rd.  
Mundelein, IL 60060  
(312) 566-1546

Section 4. The Camden Trace Building Committee shall meet as it so deems appropriate except that it shall be required to meet within seven (7) business days after submission of plans, specifications (and a Lot Development Plan where applicable) by a Lot Owner.

Section 5. the decision of the Building Committee shall be determine by the agreement of a majority of its members in attendance at a formal meeting with reasonable notice having been given to the Committee members. Three members in attendance constitute a quorum.

Section 6. Nothing herein shall relieve any lot owner from the responsibility of complying with all applicable Building, Zoning and other rules and regulations of the Village of Hawthorn Woods, Countryside Lake Association and other governmental bodies having jurisdiction.

Section 7. The members of the Building Committee shall not be personally liable to the Lot Owner or Owners for any mistake in judgement or for any acts or omissions made in good faith as such Building Committee members or acting as the Building Committee and shall be indemnified and held harmless by all Lot Owners.

ARTICLE V  
Camden Trace Maintenance Association  
Membership

Section 1. There shall be formed an Illinois Not-For-Profit Corporation to be known as the Camden Trace Maintenance Association which in cooperation with the Declarant, Countryside Lake Association and Hawthorn Woods, shall administer, operate, maintain, and promote the desired purpose of this Declaration. The Board of Directors of such corporation shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Common Improvements (as defined herein) shall be binding.

Section 2. Membership in the Camden Trace Maintenance Association shall be limited to record owners of the individual lots referenced herein (Lots 1 through 47 inclusive in Camden Trace subdivision in Hawthorn Woods, Illinois). Every person or entity who is a record Owner of a fee or undivided fee interest in any lot which is subject to these covenants shall automatically be a Member of the Camden Trace Maintenance Association (hereinafter referred to as the "Association").

Section 3. As a Member of the Association, each lot owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association as such may be properly adopted, altered or amended from time to time pursuant to the terms hereof.

Section 4. Each lot (referenced herein) shall be entitled to one vote.

ARTICLE VI  
Board of Directors - Powers and Duties

Section 1. The purpose of the Camden Trace Maintenance Association is to maintain, repair and replace certain improvements at the Camden Trace subdivision in Hawthorn Woods, Illinois. Said improvements include:

- a. the entrance landscaping (at Cardinal Drive and Schwerman Road).
- b. monument signs at the subdivision entrances; and
- c. other improvements installed by the Declarant, the Developer or the Camden Trace Maintenance Association for the mutual benefit of the Lot Owners.

Said improvements referenced in this section are herein referred to as the "Common Improvements".

Section 2. The administration and operation of the Common Improvements shall be vested in the Board of Directors of the Association.

Section 3. Prior to the first annual meeting of the Lot Owners (also referred herein as the "Members" of the Association), the Developer shall have the powers, authority and duties of the Board of Directors.

Section 4. The first annual meeting shall be held on August 1, 1989 at a time and place to be specified by the Developer with not less than ten (10) days written notice to the Lot Owners (as determined by the closing records of the Developer).

Subsequent annual meetings and special meetings of the Association shall be held in accordance with the By-Laws and upon not less than ten (10) days written notice to the Lot Owners of record.

Section 5. At said first annual meeting, the Board of Directors shall be elected by the Members in accordance with the By-Laws and this Declarant.

Section 6. The Board of Directors (hereinafter referred to as the "Board") shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Common Improvements, subject to the terms of this Declaration.

Section 7. To the extent such services are not provide by any governmental body or the individual Lot Owners, and as such services are authorized by this Declaration, the Board shall have the following duties, authority and powers:

a. For the maintenance, repair, cost of operating, replacement and removal of other Common Improvements including: entrance landscaping, street lighting (if any), monument signs at the subdivision entrances, street signs (if the same are not maintained by the Village of Hawthorn Woods), security gates (if any), and other improvements installed by the Declarant, the Developer or the Camden Trace Maintenance Association for the mutual benefit of the Lot Owners; and

b. To operate the Association including the purchasing of services, the retention of professional management if the Board deems it appropriate, the payment of expenses, the accounting of receipts and disbursements, securing the necessary insurance, the collection of assessments, providing the Members with notice of annual and special meetings and conducting the Association meetings.

Section 8. The Board shall conduct the business of the Association to preserve the Members' rights of convenient access to their respective lots across the Private Streets (If any).

Section 9. The members of the Board of the Association shall not be liable to the Lot Owners (Members) for any mistake in judgement or acts or omissions not made in bad faith, as members of the Board. The Lot Owners shall indemnify and hold harmless said parties against all contractual liabilities to others arising out of agreements made by such Board members on behalf of the Lot Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration.

The liability of any Lot Owner shall be limited to an amount determined by dividing the total liability by the total number of Lots subject to the terms of this Declaration.. All contracts and agreements entered into by the Board shall be deemed executed by said parties as the case may be as agent for the Lot Owners or the Association.

## ARTICLE VII

### Maintenance Assessments

Section 1. Every owner of each Lot of the Property, by acceptance of the deed of conveyance, whether or not it shall be so expressed in any such deed, is deemed to covenant and agrees to pay to the Association:

- a. an annual assessment or charges representing the Lot Owner's proportionate share of the expenses referenced in Article VI, Section 7. a., b. and c.; and
- b. special assessments for improvements and other expenses not covered by the annual assessments and accumulated reserves. Said special assessments may be collected from time to time as hereinafter provided.

Section 2. Not less than ten (10) days prior to an annual meeting or a special meeting of the Association, the Board shall distribute the following, along with the meeting notice specifying the time and place, whenever a new annual assessment or special assessment is being announced:

a. financial statements including as income and expense statement and a balance sheet dated within 45 days of the date of the meeting; and

b. a budget for the following year in the case of an annual meeting and a budget for the proposed expenditure of the special assessment (when appropriate).

Section 3. The election of members to the Board, changes in By-Laws, annual assessments and special assessments shall be proposed by the Board and voted on by the Members of the Association at annual meetings or special meetings with proper notice having been given. The affirmative vote of a majority of the Lot Owners present or represented by proxy shall be sufficient to elect a Board Member, change a By-Law, or effect an annual or special assessment.

Members of the Association may nominate Board members, propose changes in the By-Laws and propose annual or special assessments provided that:

a. the nomination may be presented at the time of the annual or special meeting, and

b. the proposed change in the By-Laws and a proposed annual or special assessment must be distributed to the Lot Owners of record not less than five (5) days prior to the annual or special meeting.

Section 4. In the event a budget or assessment (proposed either by the Board or a Member of the Association) is voted on at an annual or special meeting and the budget or assessment does not receive the affirmative vote of a majority of the Association Members present or represented by proxy; the Board may then propose an amended budget or assessment at the same meeting and continue the process until such time as a budget or assessment is approved by the majority of the Association Members present or represented by proxy.

Section 5. Any annual assessment or special assessment shall not become due less than 30 days after approval by the Members of the Association as provided herein and in the By-Laws and not less than 20 days after notice of the approved assessment to the Members of the Association.

Section 6. All annual assessments and special assessments are to be established and collected as herein provided in this Declaration, together with the Articles of Incorporation and By-Laws of the Association. All such assessments, together with interest, cost and reasonable attorney's fees, shall be the personal obligation of the Owner(s) of such Lot at the time when the assessment fell due. Such personal obligation shall pass to his successors in title and shall run with the land.

Section 7. Expenses due and payable prior to September 1, 1989 for the maintenance of Common Improvements shall be paid by the Declarant. The Declarant shall not be responsible for contributing to reserves prior to September 1, 1989. The Declarant and the Developer shall have the same obligations and rights as do the other Lot Owners (Members) for the Lots that the Declarant and Developer are the record owner of as of September 1, 1989.

Section 8. A Lot Owner's obligation to pay assessments shall commence on the date of closing of such lot owners acquisition of his lot.

Section 9. The annual assessments and special assessments shall be assessed equally to each Lot. The Board may establish periodic installments.

Section 10. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Lot Owner by applying any such excess to expenses and reserves for the subsequent year.

Section 11. Special assessments for all or part of a capital improvement must receive forty-seven (47) affirmative votes by Lot Owners at a regular annual meeting or special meeting of the Association. Capital improvements are defined herein as "additions to the existing improvements" (not replacements, repairs or other maintenance items).

Annual assessment budgets can include line items for capital improvements; and in this event, they shall only require the affirmative vote of a majority of the Lot Owners present or represented by proxy at a properly called annual meeting (in accordance with Article VII, Section 2. and 3. of this Declaration).

Section 12. In the event that a majority of the Lot Owners represented by proxy or present at an annual meeting cannot agree on an annual budget or annual assessment (in accordance with Article VII, Section 4. of this Declaration); then the annual assessment shall remain unchanged from the preceding year and the Board shall not be authorized (in this event) to use any portion of the current assessment or the accumulated excess (Article VII, Section 11.) and the accumulated reserves for Capital Improvements (as defined herein in Article VII, Section 12. of this Declaration).

Section 13. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid as of the date of the certificate and in the event the assessments on the specified Lot are not paid in full as of the date of the certificate: the amount currently due together with interest, costs and attorney's fees. In the event that assessments are levied but are not yet due; the certificate shall state the amount and due date for the installments assessed but not collected.

A reasonable charge may be made by the Board for the issuance of these certificates. Said charge shall be consistent and represent out of pocket expenses incurred by the Board in preparing the certificate. Said certificates shall be conclusive evidence of payment of any assessment herein stated to have been paid.

Section 14. Any assessment, annual or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heir, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase the Property.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum.

The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, cost and reasonable attorneys' fees incurred in connection with any such action.

Section 15. In the event of any default by any Lot Owner in the performance of his obligations under this Declaration, the Board or its agents, shall have the rights and remedies permitted under this Declaration, in addition to those provided or permitted by law, including the right to take possession of such Lot Owner's interest in the Lot for the benefit of all other Lot Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes Chapter 57).

The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lien thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

#### ARTICLE VIII

##### Remedies and Breach of Covenants, Restrictions and Regulations

Section 1. In the event of any default of any Owner under the provisions of this Declaration, or any amendment thereof, the Board shall have each and all of the rights which may be provided for in this Declaration and By-Laws, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgement for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with such actions or proceedings, including court costs and reasonable attorney's fees and other fees and expenses, shall be charged to and assessed against such defaulting Owner.

Section 2. The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration, By-Laws or the rules and regulations of the Board, shall not constitute a waiver if the continuing right to enforce such provisions, covenants or conditions in the future, irrespective of the number of violations, defaults or breaches which may occur.

Section 3. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the By-Laws or rules and regulations of the Board of the Association, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association from thus exercising the same or from exercising such other and additional rights, remedies or privileges as may be granted to the Association at law or in equity.

Section 4. In any conflict between this Declaration and the By-Laws of the Association, and the rules and regulations of the Board; the Declaration shall take precedence. The By-Laws shall take precedence over the rules and regulations of the Board.

## ARTICLE IX

### Easements

Section 1. Police, fire, health and other municipal officials, employees and vehicles shall have the right of ingress and egress to the Property for performance of official duties.

Section 2. During the period of construction and/or marketing of the Property, the Developer shall have the right of ingress and egress, and the right to install any improvements, over, across and through the easement areas.

The Developer, its successors and assigns, and any party for whose benefit easements are granted pursuant to the hereof, shall have the right to do whatever may be requisite for the enjoyment of the easement rights herein granted.

Section 3. The Declarant, Developer, and every Lot Owner, and their guests, agents, invitees and licensees shall have an easement for ingress and egress over, across and through the Private Streets (if any).

Section 4. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

#### ARTICLE X

##### Rights of the Village

In the event the Declarant, Developer, Association or any Owner or Owners of a Lot or Lots, fails to comply with any of the covenants and conditions contained herein, relating to maintenance, use or improvements and such delinquency shall exist for a period of thirty (30) days after notification by the Village of such failure, to the Association responsible for said maintenance, use or improvement, the Village shall have the right but not the obligation, to provide such maintenance or make such improvements as are required and shall have the right to lien the Owners of Lots responsible for said maintenance and improvements, and shall be entitled to enforce said liens against said Owners as if said liens were assessed by the Association.

The Village shall have the right to enforce those covenants and restrictions inuring to the benefit of the Village set forth in the Declaration. Should a conflict arise between this Declaration and a Village ordinance, the most restrictive shall apply.

#### ARTICLE XI

##### Insurance

The Board shall also have the authority to 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 Worker's Compensation insurance and other liability insurance as it may deem appropriate, insuring each Owner, the Association, Members of the Board, the Declarant, the Developer, and their respective employees and agents,

from liability in connection with Association maintained Common Improvements, and insuring the Officers and the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities and good faith errors of judgement. Such insurance coverage may include cross liability claims of one or more insure parties against other insured parties. The premiums for such insurance shall be common expenses and shall be included in the annual budget and paid through annual assessments or special assessments.

Article XII  
General Provisions

Section 1. Notwithstanding any provisions herein to the contrary, the easements under Article IX of this Declaration shall be subject to:

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

b. Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes or any other utility or cable communication services serving any lot.

Section 2. Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association at such address as may be from time to time designated by the President of the Board.

Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of such addresses which shall be made available to any Lot Owner upon request.

A written or printed notice, deposited in the mail, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association shall be sufficient and proper notice to such Owner whenever notices are required or permitted in this Declaration.

Section 3. If any provision of this Declaration or the By-Laws shall be held invalid it shall not affect the validity of the remainder of the Declaration or the By-Laws. If any provision of the Declaration or By-Laws is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States, plus twenty-one (21) years thereafter.

Section 4. Each Owner by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, and benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Section or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees and trustees of such Lot Ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of development.

Section 6. In the event title to any Lot Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or 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 any such titleholding trustee personally for payment of any lien or obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot Ownership 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 Ownership.

Section 7. The article captions are intended for the convenience only and shall not be construed with any substantive effect in this Declaration.

Section 8. At any time or times, Declarant may assign any or all of its rights conferred on it by this Declaration. Upon execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 9. These Covenants may be amended by recording a Certificate of Amendment with the Recorder of Lake County containing the amendment and signed by the record owner of forty-seven (47) of the Lots comprising the Property.

A recordable certificate of a title guaranty company doing business in Lake County, Illinois, as to record ownership of said Lots shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this Section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning Lots and shall run with the land and bind all persons claiming by, through or under any one or more of them.

#### ARTICLE XIII

##### Rights of First Mortgage Holders

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. The Association shall if so requested by any first mortgagee of record of a Lot, give written notification as follows:

a. Notice of any default of the Owner of a Lot which is the subject of such mortgage if such default is not cured within thirty (30) days after its occurrence;

b. Five (5) days prior written notice of any annual or special meetings of the Association. The mortgagee may designate a representative to attend any such meeting; and

c. The request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the Lot is terminated, whichever shall be first in time.

Section 2. Any first mortgagee of record of a Lot shall have the right, upon five (5) days notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten (10) days from the date of such request or the date of preparation of such statement, as the case may be.

Section 3. Nothing in this Declaration, the By-Laws or Articles of Incorporation of the Association shall be construed in such manner as will entitle any Owner or other party to priority over an institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to any insurance proceeds distributable to an Owner or any award or proceeds of a condemnation or eminent domain proceeding or settlement.

#### ARTICLE XIX

##### Board of Directors - Election and Replacement

At the Annual Meeting, the Members of the Association shall elect Lot Owners to the Board. The Board shall be comprised of a minimum of three (3) Lot Owners or an odd number with a maximum of seven (7) Lot Owners. The By-Laws shall provide for the duties of the Board's Officers, the term of service of the Board members, the replacement of inactive Board members, and the replacement of Board members who terminate their membership in the Association.

#### ARTICLE XX

##### Rights of Lot Owners

The covenants and restrictions herein contained shall run with and be binding upon all the Lots and shall be binding upon all persons owning, leasing, subleasing or occupying any such Lot, their heirs, executors, administrators, personal representatives, successors and assigns. If any person, firm, association, successors or assigns violates or attempt to violate any of the covenants or restrictions herein, then any person, firms, association, partnership, or assigns owning or having interest in said Property shall have the right to proceedings at law or in equity against such person, firm, association, partnership, trust or corporation violating or attempting to violate the covenants and restrictions herein for the purpose either of preventing such violations from occurring or for the purpose of recovering damages.