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2 LAGOON DRIVE - HAWTHORN WOODS,  
ILLINOIS 60047 - (847) 438-5500

FILED FOR RECORD BY:  
MARY ELLEN VANDERVENTER  
LAKE COUNTY, IL RECORDER  
06/30/2006 - 02:51:59 P.M.  
RECEIPT #: 294522  
RHSF \$10.00  
DRAWER #: 25

**RECORDING DOCUMENT TITLE  
PAGE**

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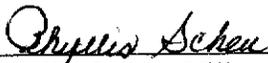
I, Phyllis Scheu, Village Clerk of the Village of Hawthorn Woods, Lake County, Illinois DO HEREBY CERTIFY that as such Village Clerk I am the keeper of the records, ordinances, resolutions, minutes, entries, orders, books, papers, and seal to the said Village.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy of

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, AND GRANTS OF  
THE COUNTRYSIDE MEADOWS SUBDIVISION**

and that the original of said document remains on file in my office and is in full force and effect.

WITNESS my hand and the corporate seal of said Village, this 28<sup>th</sup> day of June, 2006.

  
\_\_\_\_\_  
Phyllis Scheu, Village Clerk

**AFTER RECORDATION, PLEASE FORWARD TWO COPIES OF THE DOCUMENT THAT WAS PREPARED BY THE VILLAGE OF HAWTHORN WOODS AND RETURN WITH THE RECORDED NUMBER ON EACH PAGE TO THE FOLLOWING:**

**THE VILLAGE OF HAWTHORN WOODS  
2 LAGOON DRIVE  
HAWTHORN WOODS, IL 60047**

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE  
COUNTRYSIDE MEADOWS SUBDIVISION

ARTICLE I

DECLARATION PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Hawthorn Woods, Lake County, Illinois, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises"). On and after the date hereof, title to the Premises shall be subject to the following covenants to run with the land, which are restrictive covenants applicable to the entire Premises which is to be commonly known as Countryside Meadows Subdivision, Hawthorn Woods, Lake County, Illinois. Notwithstanding the foregoing, any out lot located on the Premises that is conveyed to the Village of Hawthorn Woods shall, subsequent to such conveyance, not be subject to the covenants set forth herein.

ARTICLE II

USE OF LOTS

SECTION 1. GENERAL RESTRICTIONS: The Premises shall be used only for dwelling lots for single-family residences. Except for structures in place at time of recording, no building or other structure shall be erected, moved on, altered or permitted to remain on any lot within the Premises that does not comply with the following minimum restrictions:

(A) Without the prior written consent of Developer, which consent may be granted or withheld in the Developer's sole discretion, no structure shall be erected or permitted on the Premises with a front elevation exceeding two (2) stories in height or containing a garage for more than four (4) or less than three (3) motor vehicles. The exterior facade of attached garages and any other permitted outbuildings must be constructed with the same materials as are used on the exterior of the home on such lot or lots.

(B) Subject to Article IV, Section 2 hereof, no building shall be constructed on the Premises nearer than thirty (30) feet to any front line, twenty (20) feet from any side lot line or ten

percent (10%) of the width of the lot at the setback line, whichever is greater, nor shall any building be constructed nearer than fifty (50) feet from any rear lot line.

(C) No tents, shacks, trailers, or garages shall be occupied as living quarters on any lot or lots which constitute a portion of the Premises at any time or used at any time for any commercial use.

(D) Said lots shall not be divided or resubdivided into lots, or smaller parcels of land except to conveyances between contiguous owners of not more than ten percent (10%) of a lot.

(E) Cattle, horses, poultry, swine or other **non-domestic** animals shall **not** be permitted on any lot or lots, which constitute a portion of the Premises. No more than three (3) dogs, cats or other pets over four (4) months of age may be kept. No animals may be kept, bred or maintained for commercial purposes.

(F) No two (2)-story house shall be constructed on the Premises with less than 3,600 square feet of living area. No one (1) story house shall be constructed with less than 3,000 square feet of living area. All living areas must be above grade. The area included in so-called "walk out" basements and porches and garages shall not be used to satisfy the minimum square footage requirements.

(G) Driveways and turn-around areas shall be paved with concrete, asphalt, blacktopping or other similar all-weather, clean, dust-free material within one (1) year following issuance of a building permit.

(H) Sod shall be installed from the road to the front facade line of the residence prior to occupancy.

(I) Roofing material shall be architectural shingles, cedar shake or slate tile.

### ARTICLE III

#### REVIEW PROCESS

##### SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER:

(A) The Developer reserves the right to prohibit any accessory building or structure on any particular lot located on the Premises on a lot-by-lot basis.

(B) The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article III, Section 2: (1) All plans and specifications for any buildings, fences, walls, driveways and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the lots and/or properties located on the Premises; (2) All plans and specifications for landscaping, including without limitation, trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground which is to be constructed, placed, or maintained upon the lots and/or properties located on the Premises; (3) All plans and specifications for any (a) exterior addition, or change or alteration in, any dwelling; (b) dwelling accessory building; (c) other building(s); (d) fences; (e) walls; (f) driveways; (g) mail boxes; (h) other structures; and (i) additions to, or changes or alteration in, any landscaping; (4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1 (A) and Section 2.

(C) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Village of Hawthorn Woods.

(D) Approval by the Developer shall not be deemed an approval of the feasibility, structural integrity or engineering design of any structure or system described in any plan or design submitted to the Developer nor shall Developer's approval be construed as an approval by any government agency. Owners of a lot or lots located on the Premises may not rely upon Developer's approval or disapproval of any submission for any other lot located on the Premises.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS: Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article III, Section 1, two (2) complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specification within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications, or by a letter of approval from Developer. One

(1) complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(A) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or arbitrarily. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as reasonably necessary until the revised plans and specification are either approved by Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(B) The landscape plan shall be submitted for approval within thirty (30) days after the building permit is issued unless the Developer extends such time. Landscaping shall be completed not later than one (1) year following the issuance of a building permit.

SECTION 3. ASSIGNABILITY: The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside elevation of the home or other building to be constructed.
- B. The type of material and color of the exterior of the home or other building.

- C. The exterior trim and window treatment.
- D. The type of material and color of any masonry.
- E. The design and material used in any porches, garages, patios, and retaining walls.
- F. The location of the home and any other buildings on the lot and the landscaping of same.

It is the intent of the Developer to encourage a subdivision that contains a variety of housing designs and styles.

SECTION 5. Any change in exterior materials or colors of structures after initial approval must be submitted to the Developer or assigns for approval. This shall not be interpreted to require approval for replacement of materials or color, which had been previously approved.

SECTION 6. It is understood and agreed that Developer's approval of the items specified in this Article III shall not be unreasonably withheld or delayed nor will Developer arbitrarily or captiously exercise its right to disapprove any of the items specified therein.

#### ARTICLE IV

##### GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES: All structures shall be constructed in accordance with all applicable government codes and ordinances, including, but not limited to, the Village Code of the Village of Hawthorn Woods, and with such additional restrictive standards that may be required by the Developer or this Declaration.

SECTION 2. LOCATION OF STRUCTURES ON LOT: The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots may be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot by lot basis if it deems necessary.

SECTION 3. NUISANCES: No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No plants, seeds or other conditions harboring or

breeding infectious plant diseases or noxious insects, including beehives, shall be introduced or maintained upon any part of a lot. All lots must be mowed on a regular basis and grass, weeds or any plant growth other than shrubs, bushes and trees on the lots must not exceed six (6) inches in height at any time.

SECTION 4. RADIO AND TELEVISION RECEIVERS: Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted on the Premises, except within the interior portion of a dwelling; provided, however, exterior satellite dishes are permitted if screened from view with permitted landscaping and/or fencing.

SECTION 5. GARDENS: Except as otherwise approved by Developer, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods, are permitted on the Premises, with the exception that one garden of a dimension not larger than one thousand two hundred (1,200) square feet shall be permitted on each lot. All lawns, gardens and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 6. SWIMMING AND WADING POOLS: Swimming or wading pools must be landscaped and screened and plans for such landscaping and screening must be approved by Developer before installation.

SECTION 7. TEMPORARY STRUCTURES: Any mobile or stationary trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. No temporary structures shall be used during construction of a structure. This provision shall not apply to a temporary structure erected, placed or maintained upon the Premises by the Developer.

SECTION 8. FENCES: The following fences shall be the only fences that shall be permitted on the dwelling lots located on the Premises. A fence enclosing an in-ground swimming pool, as required by local government regulations, shall be permitted, but shall not exceed six (6) feet in height unless required by such local government regulations. One (1) chain link fence, to the extent permitted by local government regulations, not more than six (6) feet in height with maximum dimensions of ten (10) feet by twenty (20) feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five (5) feet from the dwelling at its closest point and no more than fifteen (15) feet from the dwelling at its farthest point if placed in the side yard, and not more

than fifteen (15) feet at its closest point if placed in the rear yard. One (1) fence, to the extent permitted by local government regulations, not exceeding eighteen (18) inches in height and placed upon the boundary of a garden shall be permitted. No other fence of any type shall be erected or maintained upon any dwelling lot located on the Premises. This Section shall not apply to fences placed upon any portion of the common area of the Premises by the Developer or its agents.

SECTION 9. LOT APPEARANCE: No owner shall accumulate or allow to accumulate junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in receptacles. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. All owners shall be responsible for mowing and proper care and maintenance of parkways and road right-of-way located between their lot lines and edges of street pavements.

SECTION 10. PARKING: Parking of commercial vehicles on Premises is prohibited and on-street parking of any vehicle of any type is prohibited.

SECTION 11. NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS: No owner of a lot or lots located on the Premises shall erect, construct, maintain, permit or allow any principal or accessory structure, fence, dam, barrier or other improvements or obstructions of any kind which would interrupt the normal flow of water in any drainage way, ditch, swale or tile on any private or public property or any portion of any public right-of-way or within any area designated on the plat of subdivision or other recorded document as a "drainage easement". No owner shall disrupt or permit to be disrupted any portion or portions of any installed sub-surface drainage system and any such disruption will be subject to the enforcement provisions of Article VI, Section 2 hereof. The cost of maintenance of any installed sub-surface drainage system will be the responsibility of the owner whose property is contiguous to or upon which the sub-surface system is located. Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, an owner may, with the prior written approval of the Developer or association formed by homeowners under these covenants or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided, however, that no alterations or diversions of such natural water flow proposed by Owner shall be inconsistent with applicable provisions of the Illinois Compiled Statutes or Lake County or Hawthorn Wood's ordinances nor shall such alterations or diversions cause damage to other property, either inside or outside the Premises. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise

interfere with drainage easements established by the Developer for the benefit of the Premises.

SECTION 12. EROSION CONTROL: A silt fence that is trenched into the ground a minimum of six inches shall be installed across the front of the lot during the entire construction period. An opening up to 20 feet wide in the silt fence shall be permitted provide that granular material is installed in the opening. (i.e., gravel driveway). Damaged silt fence shall be replaced immediately and, if not replaced within 24 hours, the Developer may replace it at a rate of \$3 per foot billable to the lot owner and payable within 10 days.

SECTION 13. JULIE LOCATES: The lot owner shall be responsible for Julie locates for storm sewer, sanitary sewer and water distribution systems until such improvements are dedicated to and accepted by the Village of Hawthorn woods or other appropriate entity. Lot owner shall be responsible for damage to said systems due to incorrectly marked lines.

SECTION 14. DAMAGE TO EXISTING LANDSCAPING: If the proposed construction (including material storage, installation of driveways and utility lines, etc.) will damage any existing landscaping installed by the Developer, the lot owner is required to contact the Developer and arrangements need to be made for the transplantation or replacement of said landscaping at the lot owner's expense.

SECTION 15. CURB PROTECTION: The lot owner/builder shall have a meeting with the Developer prior to commencement of construction to review and document all curb damage. At the conclusion of construction, the lot owner/builder shall request a meeting with the Developer to review the curb damage, if any that occurred during the construction process. The lot owner/builder, at their option, shall either replace the curbs that were damaged during construction or pay the Countryside Meadows Homeowners Association \$40 a foot for the damaged curb area. No final letters will be issued by the HOA until the curbs are replaced or funds deposited.

SECTION 16. LOT MAINTENANCE: Each owner, at his or her sole cost and expense, shall regularly maintain and repair their lot, including the cutting and trimming of trees, shrubs and grass, and maintaining in neat and aesthetic condition all improvements situated thereon, including the dwelling, fences, walks and driveways, keeping the same in good condition and repair and in compliance with all applicable governmental rules, regulations, ordinances and laws, and shall maintain reasonable casualty and vandalism insurance coverage thereon, and shall apply any insurance proceeds realized hereunder to the repair, restoration

or maintenance of his or her lot and dwelling. Each owner shall maintain the tree plantings on his or her lot as established by the Developer and as approved by the Village of Hawthorn Woods.

SECTION 17. DEED RESTRICTIONS. Attached hereto as Exhibit B are deed restrictions required by the United States Army Corps of Engineers, which shall be incorporated in and made a part of all deeds, mortgages and other documents of conveyance regarding the Premises.

## ARTICLE V

### HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES: Upon the completion of eight (8) homes located on the Premises, the Developer will form a homeowners association which shall have the right to enforce the terms, provisions and conditions of these restrictions and covenants and will have the obligation to properly maintain all open space located on the Premises in a good state of appearance and in accordance with all applicable governmental rules, regulations, ordinances and laws. The purpose of said homeowners association shall be to cooperate with the Developer, to assist with enforcing the high standards established for the Premises under these restrictions and covenants by serving as the governing body for all of the owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Premises to which this Declaration applies and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of Countryside Meadows.

SECTION 2. MEMBERSHIP IN THE ASSOCIATION: Every person or entity, who is a record owner of the fee, or the undivided fee interest in any lot or living unit which is subject to these covenants and restrictions of record shall be a member of the homeowners association, provided that any such person who holds such interest merely as security for the performance of any obligation shall not be a member.

SECTION 3. VOTING RIGHTS: The homeowners association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all those owners as defined in Section 2 of this Article with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by said Section 2. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they

determine among themselves, but in no event shall more than one (1) vote be cast with respect to any such lot.

CLASS B: The Developer shall be the only Class B member. The Class B member shall be entitled to four (4) votes for each lot in which it holds an interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

SECTION 4. TERMINATION OF MEMBERSHIP IN THE ASSOCIATION:

Membership in the homeowners association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any lot, at which time the new owner of such title interest shall automatically become a member thereof; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the homeowners association during the period of such former owner's membership in the homeowners association, or others may have against such former owner and member arising out of or in any way connected with such ownership.

SECTION 5. POWERS OF THE ASSOCIATION: The homeowners association shall have the following powers and duties:

(A) The homeowners association shall have such powers and duties as may be reasonably necessary to implement and enforce these restrictions, covenants and obligations, including the right to levy a reasonable annual assessment against each lot and each lot owner as described in Section 6 below and to enforce same pursuant to Article VI, Section 2;

(B) To the extent such services are not provided by any governmental body: To maintain entrance ways including gates, signs or other ornamental structures, center islands of cul-de-sacs (if any), landscape areas on and along Gilmer Road and any other open space or common ground, including but not limited to common properties within the Premises, public or private bicycle paths, walkways, detention or retention areas, wetlands and sub-surface drainage systems;

(C) To mow, care for and maintain vacant or improved property, remove rubbish from same, to assure the uninterrupted functioning of the sub-surface drainage system as referenced in Article IV, Section 11, and to do all other manner or other things necessary or desirable in the judgment of the officers of the homeowners association to keep all private property and all parkways in front of any portion of the Premises, neat in appearance and in good order;

(D) To make such improvements to the entrance ways, center islands of cul-de-sacs and any other common ground or open space on the Premises and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the majority of the Members of the homeowners association acting in accordance with its By-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Premises a highly desirable and quality residential community;

(E) To abide by the lawful directives, ordinances, and regulations of any duly constituted governmental agency or unit of government regarding the operation of the Premises;

(F) To comply with all of the requirements of any document of record regarding maintenance and operation of any common area;

(G) To make other rules and regulations with respect to the Premises as it may determine. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the homeowners association whether or not said owner voted in favor of the formation of the association.

Unless the Developer otherwise agrees earlier, the homeowners association shall succeed to the rights of the Developer hereunder when the last lot has been sold by the Developer and seventy-five percent (75%) of the lots are occupied by owner occupants.

SECTION 6. MAINTENANCE OF NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS BY HOMEOWNERS ASSOCIATION:

(A) Prior to the formation of a homeowners association, the Developer shall be responsible for all of the maintenance provisions as set forth in subparagraph (B) of SECTION 6 of this ARTICLE V.

(B) Notwithstanding any of the terms or provisions of ARTICLE IV of the Declaration, upon formation of a homeowners association, the homeowners association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any installed sub-surface drainage systems located on the Premises that are not dedicated to a public governmental entity; provided, however, the foregoing provision does not relieve any lot owner from the costs and expenses to repair (which may include replacement) any damage to a sub-surface drainage system caused by such owner or any invitee, guest, sub-contractor or agent thereof.

(C) All areas of drainage, detention/retention and other common areas shall be maintained in conformity with this Declaration and all applicable ordinances, laws and regulations

(collectively "Applicable Laws"). The duly designated officials and employees of the Village of Hawthorn Woods are hereby granted an easement to enter upon, on and over all such areas for the purpose of inspecting such areas to determine whether the improvements and systems have been and are being properly maintained in conformity with all Applicable Laws.

(D) Pursuant to the provisions of the Lake County, Illinois, Watershed Permit Ordinance (attached hereto as Exhibit C), all storm inlets/manholes, storm lines shall be inspected two (2) times annually, once during the period March 15 to May 1 and once during the period September 15 to November 1; all swales/ditches and overflow structures shall be inspected annually; and all outlot control structures, detention ponds and wetland detention ponds shall be inspected monthly. The homeowners association shall maintain separate and distinct records of all inspections, including the date of each inspection and the date and specific description of any maintenance performed.

(E) The Village shall have the right, but not the obligation, to compel correction of a problem concerning maintenance upon the homeowners association's failure to do so within fifteen (15) days after receipt of written notice from the Village. Notwithstanding the foregoing, no written notice shall be required in the event that the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. The Village shall also have the right to institute any proceeding at law or in equity to compel necessary maintenance activities or, at its option, enter upon all such areas to perform or cause to be performed necessary maintenance activities.

(F) The Village shall be entitled to complete reimbursement by the association for all costs of enforcement actions and maintenance activities, including administrative expenses and attorney's fees. If payment for such costs is not made within thirty (30) days after demand, then, with respect to each lot, a proportionate share of such amount shall become a lien on such lot. Each such lien shall be subordinate to the lien of the first mortgage on the lot but shall be superior to the association's assessment lien with respect to the lot for assessments which become due after the date on which the Village's lien attaches to the lot.

(G) 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.

(H) Until such time as a homeowners association is formed, all references in this Section to such association shall be applicable to the Developer.

SECTION 7. CONVEYANCE OF COMMON AREAS TO HOMEOWNERS ASSOCIATION: Anytime after the formation of a homeowners association, Developer shall have the right to convey to the homeowners association, and the homeowners association shall accept, title to all or any portions of any out lots then owned by Developer other than those out lots that have been or will be conveyed to the Village of Hawthorn Woods pursuant to the terms of an Annexation Agreement between the Village and the Developer. Upon and after such conveyance(s), the homeowners association shall hold title to the foregoing described property (it may also place title in an Illinois land trust) and shall own such property on behalf of and for the mutual benefit of all lot owners owning a portion of the Premises with such property to be used as common grounds for all such lot owners. The Developer retains the continuing right to convey (and the homeowners association shall accept) all or any portion of title to any lot then owned by Developer at any time after the formation of the homeowners association and until such time as all of Developer's right, title and interest in such lots has been conveyed to the homeowners association.

SECTION 8. DEVELOPER'S FORMATION OF HOMEOWNERS ASSOCIATION: Notwithstanding the terms and provisions of SECTION 1 of ARTICLE V, the Developer may at its sole option form a homeowners association at any time as long as it is the owner of any portion of the Premises.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS:

(A) The homeowners association shall have the power to levy a reasonable annual assessment uniformly against each lot that constitutes a portion of the Premises. In addition to an annual assessment, the homeowners association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements including, but not limited to: walks, roads and bicycle paths, if any, upon the common properties or open spaces and to accomplish any acts set forth in Section 5 hereof. In addition to the provisions contained in this paragraph, the Homeowners Association shall also provide, as part of the annual assessment, a specific assessment to provide a reserve fund for wetlands management.

(B) The subdivided lots of the Premises shall begin to pay annual assessments to the Countryside Meadows Homeowners

Association upon the issuance of a building permit by the Village of Hawthorn Woods on each individual lot, or in the event that such building permit is not issued on or before January 1, 2007, the payment of the annual assessments will begin on that date.

(C) In the event of failure of any owner to pay an assessment on or before thirty (30) days following due date and following proper notice to such owner of such assessment, said assessment shall become delinquent and shall bear interest at a rate of \$50 per month from the due date thereof to the date of payment of both principal and interest, and said assessment may thereafter be enforced against the owner personally. The homeowners association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds, Lake County, Illinois, whenever such assessments are delinquent, which certificates shall become a lien on such lot(s). The homeowners association may bring an action against the lot owner or owners in the Circuit Court of Lake County to collect any and all assessments and/or may institute an action of foreclosure against such lot or lots as a remedy for collection of said assessments. The homeowners association shall be entitled to collect from the owner or owners of the lot(s) located on the Premises an additional reasonable fee and reasonable attorney's fees and costs incurred by the homeowners association to collect any assessment, which fees and costs are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fees and costs shall be collectible in the same manner as the assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the homeowners association to bring suits to enforce such liens before the expiration thereof.

(D) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said lot(s) prior to the effective dates of such liens, but not subsequent thereto.

(E) Such liens shall continue until paid, unless within such time a suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the lot(s) under levy and execution pursuant to a judgment granted as a result of said suit.

SECTION 10. PROCEDURE FOR AMENDMENTS: This Article may be amended at any time by Developer prior to formation of the homeowners association or by the written consent of the members of the homeowners association who own, legally or beneficially, a two third's majority of both Class A and Class B members, if any, of the lots constituting the Premises. Notwithstanding any of the

provisions of this Declaration to the contrary, any modification or amendment hereto that affects any rights of the Village of Hawthorn Woods, shall not be effective until approved by the Village, such approval to be evidenced by a resolution or ordinance duly passed by the Mayor and the Board of Trustees.

SECTION 11. EXEMPT PROPERTY: The following property, which is subject to this Declaration, shall be exempt from the assessments, charges and liens created herein: all property to the extent of any easement or interest therein dedicated and accepted by a local public authority and devoted to public use, all property exempted from taxation by the laws of the State of Illinois upon the terms and to the extent of such legal exemption; and all property or lots owned by Developer.

SECTION 12. POWERS OF DEVELOPER: Until such time as the homeowners association is formed and succeeds to the rights of the Developer hereunder as aforesaid, Developer shall have all the powers specified in this Article.

#### ARTICLE VI

#### GENERAL PROVISIONS

SECTION 1. DURATION: The covenants and restrictions set forth in this Declaration shall run with and bind the Premises, shall bind the owners of any lot or lots which constitute a portion of the Premises or any of their successors and assigns and shall inure to the benefit of and be enforceable by the Developer or the homeowners association or any association formed by them for a term of twenty (20) years from the date that this Declaration is recorded with the Lake County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots within the existing properties and approved in writing by the Village of Hawthorn Woods has been recorded agreeing to change said covenants and restrictions in whole or in part. After cessation of the Class B membership each lot or tract owner shall be entitled to one (1) vote.

SECTION 2. ENFORCEMENT: Enforcement of these covenants and restrictions may be made by Developer whether or not Developer owns any lot(s) or tracts at the time of such enforcement, any homeowners association formed or by an assignee of Developer and shall be so enforced by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violations, or to recover damages, or against the land to enforce any lien created by these covenants and restrictions. Should the Developer or the association employ legal counsel to

enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or the association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the homeowners association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all: (a) damages, awards and judgments accruing to the Developer and/or the homeowners association; and (b) costs, fees and expenses incurred by Developer and/or the homeowners association to enforce the terms and provisions of this Declaration. No delay or failure on the part of the Developer or the homeowner association, or the owners of any portion of the Premises, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the homeowner association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the homeowners association.

SECTION 3. MODIFICATION: By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of five (5) years from the date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration. Notwithstanding any of the provisions of this Declaration to the contrary, any modification or amendment hereto that affects any rights of the Village of Hawthorn Woods shall not be effective until approved by the Village, such approval to be evidenced by a resolution or ordinance duly passed by the **Mayor** and Board of Trustees.

SECTION 4. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. OCCUPANTS: All of the obligations, restrictions, liabilities, and covenants imposed upon owners hereunder, shall also be applicable to and imposed upon all persons occupying any lot, which constitutes a portion of the Premises, who are not owners, other than Developer.

SECTION 6. DEEDS: Each owner, and purchaser under any installment sale contract, accepts conveyance of its lot or lot(s) located on the Premises subject to the restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in its deed or installment sale contract.

SECTION 7. DEVIATIONS BY AGREEMENT WITH DEVELOPER OR ITS SUCCESSOR ASSIGN: Developer, or its successor assign, hereby reserves the right to enter into agreements with the owner of any lot or lots located on the Premises (without the consent of owners of other lots or adjoining or adjacent property, or any association which may be formed) to deviate from any or all of the covenants set forth in this Declaration, provided there are, in the sole discretion of Developer, practical difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenants involved or any other covenant as to the remaining portions of the Premises.

SECTION 8. INTERCHANGEABLE TERMS: The terms "real estate," "land," "property" and "properties" are used herein interchangeably and refer to the Premises.

Dated this 30 day of March, 2006.

DECLARANT/DEVELOPER

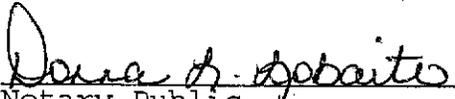
STARZWOOD DEVELOPMENT, INC.,  
an Illinois corporation

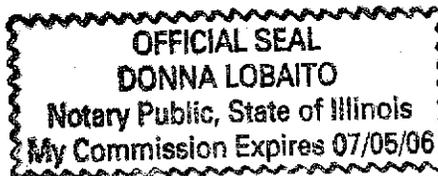
By:   
Michael M. Starykowicz, President

STATE OF ILLINOIS; COUNTY OF Lake (ss.)

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that Michael M. Starykowicz, personally known to me to be the President of Starzwood Development Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and pursuant to authority given by the corporation as such Developer, he did execute this document as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notary seal this 30th day of March, 2006.

  
Notary Public



AFTER RECORDING RETURN TO:  
R. STEVEN POLACHEK  
Attorney at Law  
18-3 East Dundee Road  
Suite 202  
Barrington, IL 60010  
(847) 381-2242

INSTRUMENT PREPARED BY:  
R. STEVEN POLACHEK  
Attorney at Law  
18-3 East Dundee Road  
Suite 202  
Barrington, Illinois 60010

**"EXHIBIT "A"**

Legal Description (subject to title commitment and survey):

The South 1/2 of the Southwest 1/4 of Section 34, Township 44 North, Range 10, East of the Third Principal Meridian (except that part falling in A. G. Schwerman's First Sylvan Lake Subdivision, being a subdivision of part of Section 34, Township 44 North, Range 10 and part of Section 3, Township 43 North, Range 10, East of the Third Principal Meridian (according to the plat thereof recorded January 22, 1925, as Document 251651 in Book N of plats, page 10), in Lake County, Illinois

Address: 26130 and 26223 North Gilmer  
Lake County, Illinois

Property Index Numbers: 10-34-300-002 and 10-34-300-003

## EXHIBIT "B"

### UNITED STATES ARMY CORPS OF ENGINEERS DEED RESTRICTIONS

1. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein, and this right shall not be waived by one or more incidents or failure to enforce said right.
2. Employees of the U. S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein.
3. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no dredged or fill material placed on Restricted Property except as necessary for completion of mitigation as provided pursuant to the U. S. Army Corps of Engineers permit number 200500663.
4. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no commercial, industrial, agricultural, residential developments, buildings or structures, including but not limited to: signs, billboards, other advertising material or other structures, placed on Restricted Property.
5. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as provided pursuant to the U. S. Army Corps of Engineers permit number 200500663 and the associated special conditions.
6. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U. S. Army Corps of Engineers permit number 200500663.
7. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no application of insecticides or herbicides except as specified by U. S. Army Corps of Engineers permit number 200500663.

8. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no grazing or keeping of cattle, sheep, horses or other livestock.

9. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no hunting or trapping on the Restricted Property.

10. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no utility lines placed overhead or within the restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U. S. Army Corps of Engineers.

11. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from the restricted property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.