

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

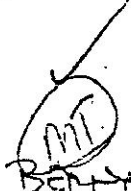
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***DECLARATION OF COVENANTS,
CONDITIONS and RESTRICTIONS
OF COUNTRY CROSSINGS***

Prepared by:
Samuel J. Diamond
Diamond & LeSueur, P.C.
3431 West Elm Street
McHenry, Illinois 60050
(815) 385-6840

RETURN TO:  BERNARD V. NAROSIS
213 WEST LAKESHORE DR
OAK HILLS ILL 60013

98-85-6852 

DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
OF COUNTRY CROSSINGS

THIS DECLARATION made this 24th day of August, 1998,
by SPRINGWOOD ESTATES, LLC and JOEL S. DRYER, hereinafter called "the Developer";

ARTICLE I

Declaration - General Purposes

SECTION I: General Purposes. The Developer is the owner of certain real property located in the Village of Ringwood, McHenry County, Illinois, said property hereinafter referred to as the "Subdivision". The Developer desires to provide for the preservation of the values and amenities in said Subdivision and to this end desires to subject the real property described in Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

SECTION II: Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", whether or not referred to in any deed of conveyance of such property, at all times is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and lines (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this declaration are intended to create mutual equitable servitude upon each lot becoming subject to this declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this declaration, and the respective owners of such lots, present and future.

ARTICLE II

Definitions

The following words and terms, when used in this declaration, shall have the following meanings:

- (a) "ASSOCIATION" shall mean Home Owner's Association.
- (b) "Property" shall mean and refer to the existing property subject to this declaration and such additional property as the declarant may from time to time add and include as being subject to these conditions.
- (c) "Existing property" shall mean and refer to the real estate described in Article III, Section 1 hereof.
- (d) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the property or a parcel of land used for residential purposes.
- (e) "Common area" shall mean any interest in real property owned or hereafter acquired by the association for the use and benefit of members of the association. Such interests may include ownership interests, license interests, easements, park areas, or such other interests in real property as the association may from time to time acquire.
- (f) "Living unit" shall mean and refer to any portion of a structure situated upon the property designed for occupancy by a single family.
- (g) "Single family residential" shall mean any of the property restricted by declaration to use for improvement with dwellings.
- (h) "Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title to or the contract purchaser for any lot or living unit situated upon the

property; but, notwithstanding any applicable theory of the deed to secure debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Dwelling lot" shall mean any lot intended for improvement with a dwelling.

(j) "Dwelling" shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.

(k) "Single family" shall mean one or more person, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

(l) "Story" shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(m) "Living area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than seven feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or accessory buildings.

(n) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or in the ground, or attached to something having a permanent location on or in the ground.

(o) "Committee" shall mean the Architectural Review Committee.

(p) "Village" shall mean the Village of Ringwood, an Illinois Municipal Corporation, or its successors.

ARTICLE III

Existing Property

SECTION I: Existing Property. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this declaration is located in the Village of Ringwood, McHenry County, Illinois, and more particularly described as follows:

The East Half of the East Half of the Northwest Quarter lying Northerly of the center line of Barnard Mill Road in Section 9, Township 45 North, Range 8 East of the Third Principal Meridian, (excepting that part being described as follows: Beginning at the point where the West line of said East Half of the East Half of the Northwest Quarter intersects the center of the highway running from Ringwood to Hebron and running thence North along said West line, 53 1/3 rods; thence Easterly parallel with the center of said highway, 30 rods; thence South, parallel with said West line, 53 1/3 rods to the center of said highway; thence Westerly along the center of said highway, 30 rods to the place of beginning); also that part of the Northeast Quarter and the Southeast Quarter of said Section 9, lying North of the center line of Barnard Mill Road, being described as follows: Beginning at the Northwest corner of the said Northeast Quarter; thence Easterly along the North line thereof, to the Southwesterly right of way line of the Chicago and Northwestern Railway Company; thence along said line to the West line of the property described in Book 29 of Deeds, page 523; thence Southeasterly, 720.98 feet to the West line of the property described in Book "L" of Deeds, page 275; thence Southerly parallel with the East line of said Northeast Quarter, 1354.69 feet to the center line of Barnard Mill Road; thence Northwesterly along said center line, forming an angle of 75 degrees, 05 minutes, 21 seconds with the last described course, measured counter-clockwise therefrom, 114.90 feet to an angle in said center line; thence Northwesterly along said center line to the West line of said Northeast Quarter; thence Northerly along the West line of said Northeast Quarter to the place of beginning, in McHenry County, Illinois.

The Developer (declarant) shall have the right, from time to time, to add and include additional property to the existing property which will be subject to these Declarations of Covenants, Conditions and Restrictions.

ARTICLE IV

Architectural Review Process

SECTION I: Objectives. Developer's objectives are to carry out the general purposes expressed in this declaration; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area, and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements with the subdivision.

SECTION II: The Committee. To achieve Developer's objectives, the Developer shall create the committee with power to administer this declaration with regard to approving or disapproving these matters which are expressed herein to be within the jurisdiction of the committee. The committee shall consist of not less than three members. Matters requiring approval of the committee shall be submitted to its chairman, or as the committee otherwise designates. Until such time as at least half the lots in the Subdivision are owned by persons other than the Developer, the Developer, solely, shall have all power and authority herein granted to the committee. After at least one-half of all lots in the Subdivision are owned by persons other than the Developer, the Developer may, but shall not be required to form the committee referred to herein, and in any case, the Developer, if a committee is formed, may be a member of such committee.

SECTION III: Matters Requiring Approval. Prior written approval shall be obtained from the committee with respect to all matters stated in this declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced,

erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the committee.

SECTION IV: Procedure. Whenever approval is required of the committee, appropriate plans and specifications shall be submitted to the committee. The committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this article will be deemed fully complied with. At the discretion of the committee, a reasonable filing fee established by the committee shall accompany the submissions of such plans to defray expenses, except that so long as the committee is under Developer's control, such fee shall not exceed \$50.00. No additional fee shall be required for re-submission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the committee.

SECTION V: Deviations from Covenants and Restrictions. The committee shall have the power to enter into agreements with the owner of any lot, without the consent of the owner or any other lot, or adjoining or adjacent property, to deviate from the provisions of the covenants' restrictions within the jurisdiction of the committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other lots in the property.

ARTICLE V

Homeowners Association

SECTION I: Membership.

A. MEMBERSHIP AND HOMEOWNERS ASSOCIATION. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, shall be a member of the Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Developer from membership while it or its successors in interest, if any, owns one or more lots.

SECTION I: Voting Rights and Board of Directors. The Association shall have one class of voting membership, members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in

any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any lot.

SECTION II: The provisions of this section shall be mandatory. No owner of any interest in any lot shall have any right or power to disclaim, terminate or withdraw from his shareholding or membership in the Association of any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

SECTION III: The Association shall have a board of not more than five (5) directors who shall be elected by the shareholders or members of the association at such intervals as the corporate charter and by-laws of the Association shall provide, except that vacancies in the board occurring between regularly scheduled meetings of the members or shareholders may be filled by the board of directors if so provided by the corporate charter or by-laws and that the first board may be appointed by the Developer (or its beneficiary or designee). The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the board who shall manage and conduct the affairs of the Association under the direction of the board. Except as expressly otherwise provided by the charter or by-laws, all power and authority to act on behalf of the Association both pursuant to this declaration and otherwise shall be vested in its board from time to time and its officers under the direction of the board, and shall not be subject to any requirement of approval on the part of its shareholders or members. The corporate charter and by-laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

SECTION IV: The Association, being a not-for-profit corporation, shall not distribute to its shareholders or members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

SECTION V: Whenever possible, the Association shall perform its function and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the common area or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

SECTION VI: The Association, through the resolutions of the board, shall have the right to adopt rules and regulations governing the common area and the use thereof.

SECTION VII: The books and records to be kept by the board shall be available for inspection by any owner or any representative of an owner duly authorized in writing, or any holder of a first mortgage lien on a lot at such reasonable time or times during the normal business hours as may be requested by the owner or by the holder of said first mortgage lien.

ARTICLE VI

Provisions Relating to the Common Area

SECTION I: Every Association member in good standing shall have rights to use and enjoyment of common recreational areas subject to reasonable rules and regulations as may be established by the Association in connection with the use of such property. Such rights to use and enjoyment shall include easements of ingress and egress where applicable.

The Association shall have the right and obligation to maintain storm water detention and retention facilities located on the property.

An irrevocable license and easement is hereby granted to the Association and/or their successors, to go upon drainage and detention areas from time to time for the purposes of maintenance, replacement and repair of water, creeks, ponds, dredging, drainage, detention, and other drainage facilities. The Village shall be empowered to compel correction of a problem concerning maintenance after providing notice to the association, except no notice shall be required when it is determined that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the Association fails to perform the necessary maintenance within a reasonable time after receiving such notice from the Village, the Village shall have the right, but not the obligation, to perform or cause to be performed such maintenance and other operations as are necessary to properly preserve the drainage, detention, structures and facilities in which case it shall be entitled to complete reimbursement of all its expenses from the association, as well as the owners of lots in the subdivision. The easement of access granted to the association and Village by this section shall be an easement appurtenant,

running with the land, and it shall, at all times, be binding upon all lot owners, the developer, all of its grantees and their respective heirs, successors, personal representatives and assigns.

This declaration may not be amended if the result would in any manner diminish its function of insuring compliance with all ordinances, requirements and other applicable regulations concerning the drainage and detention improvements and that the responsibility for continued maintenance, operation and preservation of said facilities shall not be abrogated by any amendment. If the Association fails to reimburse the Village for any such expenses, the Village and/or the association may request each individual lot owner to pay his or her pro-rata share. In the event said prorata share of expenses is not paid within ten (10) days of notice being sent to the owner at the address of the last taxpayer of record of the subject lot, the Village and/or Association may levy an assessment against each lot for the lot's share of such reimbursement and file a lien on any such lot and enforce it in the same manner as reserved to the association hereunder.

SECTION II: Additional provisions relating to common areas:

(a) Any member may delegate, in accordance with the by-laws, his right of ingress and egress to the common areas to the members of his family, his tenant, guests, or contract purchasers who reside on the property.

(b) The Association shall have the right and duty to repair and maintain the common areas.

(c) The Association shall have the right to ingress and egress over and upon the common area for any and all purposes connected with the use, maintenance, operation and repair of the common areas.

(d) The Association, through resolutions of the board shall have the right to adopt rules and regulations governing the use, maintenance and administration of the common area and for the health, comfort, safety and general welfare of persons using the common areas.

(e) Notwithstanding any provisions herein to the contrary, the easements hereinafter created shall be subject to:

(i) The right of Developer to execute all documents and do all other acts and things affecting the premises which, in the Developer's opinion, are desirable in connection with Developer's rights hereunder.

(ii) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, cable television and communication conduit and lines, gas pipes, curtain drains, dredging and drainage tiles, drainage ditches, sewers or water lines, or any other utility services in the common area.

(f) The common area will be subject to utility easements for storm sewers, curtain drains, drainage ditches, dredging and drainage tiles, water, gas, electricity, telephone, communication and any other necessary utilities. If any such utilities are not installed or any easements not created for same prior to conveyance of the common areas, the association may grant such easement or easements. The successor in interest to the Developer may make the conveyance of the common areas subject to a reservation that it shall have the right thereafter to create therein non-exclusive easements.

(g) In the event of any dispute or disagreement between any lot owners relating to the common areas, or any question of interpretation or application of the provisions of the declaration or by-laws, the determination thereof by the board of directors of the association shall be final and binding on each and all such unit owners.

(h) No unlawful, immoral, noxious or offensive activity shall be carried on in the common areas, nor shall anything be done therein, neither willfully or negligently, which may be or become an annoyance or nuisance to the owners of lots.

(i) No animals, livestock, horses or poultry of any kind, shall be raised, bred or kept on the common areas.

(j) The common areas shall not be used or maintained as a dumping ground for rubbish.

(k) The Association shall have the power and right to convey common areas to the Village or other public agencies or governmental authorities, provided the conveyance promotes the health, comfort, safety, general welfare and best interests of the lot owners.

ARTICLE VII

Maintenance of Common Area and Landscape Easement

SECTION I: The Association shall determine and carry out or cause to be performed all maintenance, improvements, conservation, beautification, and repair of the common areas, for the health, comfort, safety and general welfare of the lot owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invites, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

SECTION II: The Association shall pay, as agent and on behalf of the owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the common areas or any part thereof.

SECTION III: Landscape Easement. The easement for landscaped maintenance as depicted on the Plat of Subdivision of the property along Barnard Mill Road will have initial tree plantings by the Developers. Subsequent maintenance and replacement of trees therein shall be the responsibility of the Home Owner's Association with the individual lot owners responsible for the grass cutting and other ground maintenance therein. Tree replacements shall be planted within the first available spring planting season and shall be of the same species and tree size initially planted by the Developers.

ARTICLE VIII

Covenant for Maintenance Assessments

SECTION I: The Developer, for each lot owned within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the association: annual assessments or charges, and such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION II: The assessments levied by the association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of the common area and related to the use and enjoyment of such

common areas, as well as for the care and maintenance of storm water detention and drainage facilities located within the subdivision. Such uses shall include, but are not limited to, the cost of the association of all taxes, insurance, repair, replacement and maintenance of said common areas and storm water detention and retention facilities as may, from time to time, be authorized by the board, and other facilities and activities including, but not limited to, caring for the common areas, landscaping, water retention ponds, creeks, curtain drains, if any, and other charges required by this declaration of covenants, conditions, restrictions and easements or that the board shall determine to be necessary, or desirable to meet the primary purpose of the association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

SECTION III: The board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section II hereof.

SECTION IV: Annual assessments or dues must be fixed at a uniform rate for all lots, and shall be collected on a monthly or annual basis.

SECTION V: The board shall fix the amount of the annual assessment against each lot in advance of each annual assessment period. The association shall, upon demand, at any time, furnish a certificate, in writing, signed by an officer or agent of the association setting further whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

SECTION VI: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of fifteen (15%) percent, per annum, and the

association may bring an action at law against the owner personally obligated to pay the same, or, foreclose the lien against the property; and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges or assessments, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property.

ARTICLE IX

Insurance

The Association shall be responsible for maintaining 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 other liability insurance as it may deem desirable, insuring each owner, the association, its officers, members of the board, the manager and managing agent of the common areas, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the common areas.

The Association shall be further responsible for maintaining such policies of insurance for the common areas as the association may deem desirable and may also obtain such other kinds of insurance as the association shall, from time to time, deem prudent.

ARTICLE X

Interim Procedure

SECTION I: Until each of the various lots shall have been conveyed by the Developer to the first owner thereof (or to such owner's nominee), the Developer shall, with respect to each such unsold lot, have all the rights granted to the owners.

SECTION II: Until the association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the association and shall be authorized and empowered to take if the association had then been formed. Alternatively, until the initial meeting of the members, the Developer may appoint the board which shall have the same powers and authority as given to the board generally.

SECTION III: The powers granted to the Developer hereof shall include, without limitation, the power to assess upon and collect from the individual owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the association.

ARTICLE XI

Remedies

SECTION I: The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Any owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the association in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting owner's lot, enforceable as other liens herein established.

Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

SECTION III: Any notices required to be sent to any member of the Association or to an owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of such member or owner as it appears on the records of the association at time of such mailing, and by mailing a copy to the owner at the address of the last taxpayer of record as appears on the records of the County Treasurer.

SECTION IV: If, at any time or times the board shall deem it necessary or advisable to re-record this declaration or any part hereof in the office of the Recorder of Deeds of McHenry County, Illinois, in order to avoid the expiration hereof, or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Illinois Compiled Statutes, presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the shareholders or members of the association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of said shareholders or members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so re-record this declaration or such part thereof, and such re-recording shall be binding upon all owners or any part of the property in every way and with all the full force and effect as though

such action were taken by each of said owners and re-recorded document executed and acknowledged by each of them.

ARTICLE XII

General Restrictions

The following restrictions shall not apply to any portion of the property owned by the Village, which may be used for municipal purposes.

SECTION I: Land Use - Single Family Residential. Any portion of the property designated by this declaration for "single family residential" use shall be used only as dwelling lots for single family residences and shall be subject to the restrictions set forth in this Article XII or as modified or added to by the provisions of this declaration pertaining thereto excepting however any portion of the property that may be owned by the Village which may be used for municipal purposes. As provided in this declaration, no building shall be erected on any such lot except one dwelling designed for occupancy by a single family. No structure may be erected or maintained on any such lot except as shall be approved in writing by the committee.

SECTION II: Quality of Structures. It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and zoning ordinances with more restrictive standards that may be required by the committee.

SECTION III: Location of Structures on Lot. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would 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. Therefore, the location of each structure, including driveways and culverts, on a lot shall be subject to approval in writing by the committee, giving consideration to minimum setback lines, on the recorded plat, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site.

SECTION IV: Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

SECTION V: Temporary Structures. No trailer, mobile home recreational vehicle, tent shack or other structure, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of the structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

SECTION VI: Completion of Construction. Construction of a residence shall be complete, as evidenced by a certificate of occupancy from the Village of Ringwood or other governmental authority having jurisdiction thereof, within one (1) year from the date of issuance of the building permit. The one year time period for completion of construction as set forth

herein may be extended by the Developer, in his sole discretion, for a reasonable time, and only upon a showing by the owner that the completion of construction was delayed by reason of acts of God, labor disputes, or other matters clearly beyond the owner's control.

SECTION VII: Maintenance of Lots. All lots, including adjacent parkways, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. No weeds, grass or plants, other than trees, bushes, flowers, or other ornamental plants, shall be allowed to grow on any lot at a height to exceed eight (8") inches. Any such plants, weeds, or grass exceeding such height shall be cut by the owner and in the event the owner refuses or neglect to cut such weeds, grass or plants, the association may have such weeds, grass or plants cut, and the association shall have the right for reimbursement from the owner of all costs and expenses incurred with said cutting, and the collection of said funds including reasonable attorney fees and costs. The association shall also have the right to place a lien on the property for any such expenses and costs.

SECTION VIII: Other Prohibited Matters. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any lot. No home occupations or profession shall be conducted on any lot except as may be authorized by the Committee and in accordance with McHenry County Zoning Ordinances pertaining to home occupations. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited. Habitual parking on roadways is prohibited. No lot shall be used for a heliport.

SECTION IX: Easements Reserved with Respect to Lots. Developer reserves for itself, its successors and assigns, and the Village easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on any recorded plat of the property, except that if any plat fails to establish easements for such purposes then a ten-foot strip running along side lot lines, front lot lines and rear lot lines of dwelling lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The owner shall not place any structure on any such easements and shall be responsible for maintaining the easements and any damages and any damages caused by user of right to the easement shall be repaired and restored by such user.

ARTICLE XIII

Building Requirements

The following Sections shall not apply to any portion of the property owned by the Village, which may be used for municipal purposes.

SECTION I: Building Location.

(a) No building, structure, erection or construction of any kind or size whatsoever, or any part thereof, shall be permitted in the front or side yards established by the front or side building lines depicted on the Plat of Subdivision, whether at ground level, or above, or below the same.

(b) For the purposes of this covenant, steps, breezeways and porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Any portion of the eaves in

excess of three feet, are to be considered as part of the building in regard to building line, side yard and rear yard requirements.

SECTION II: Dwelling, Quality and Size.

(a) The finished floor area of the single-family dwelling exclusive of porches, basements, breezeways and garages, shall be not less than ~~1,600~~^{*} square feet total living area for a one-story, single-family dwelling, and ~~1,800~~^{*} square feet for a multi-level house, and not less than ~~1,800~~^{*} square feet for a multi-level house, and not less than ~~1,800~~^{*} square feet total living area for a single-family dwelling of two stories, except in the case where the architectural control committee shall allow a house design of lesser square footage because of exceptional design, quality or circumstances. No building shall exceed two and one-half stories in height. Any building, structure or addition constructed on the lot thereafter must first be approved by the committee. Minimum roof pitch for all houses shall be no less than five inches in twelve inches.

(b) A two-car or a three-car garage shall be built at the same time as the private residence and must be built as an integral and permanent part of said residence, and attached thereto, except in the case where the architectural control committee shall deem it acceptable to build a detached garage.

(c) No outside wall face shall be of asphalt brick siding, asphalt shingle siding, or unpainted aluminum siding, nor cement block, nor imitation stone siding, and all brick walls shall be of the same or like quality, not required in light of the following paragraph. The extensive use of face brick or stone masonry units shall be encouraged as an exterior material and shall be harmoniously blended with other materials as approved by the committee.

~~*~~ APRIL 19, 1999

THE VILLAGE BOARD OF RINGWOOD HAS CHANGED THE SQUARE FOOT REQUIREMENTS. NEW REQUIREMENTS:

1-STORY 1,800 SQ. FT. 2-STORY 2,200 SQ. FT. W/1300 MIN. ON 1st. FLOOR

Materials. Exterior construction materials shall be limited to wood, brick, stone, cast stone, stucco veneer, or siding materials as approved by the committee. Roofing materials shall be limited to cedar shingles, slate, fiberglass or asphalt.

(d) Buildings of like exterior design may not be erected within close proximity of one another. All buildings shall be considered to be of "like exterior design" unless they have substantially difference floor plans and exterior appearance in the opinion of the committee.

(e) No exposed tank for storage or fuel or for any other purpose may be maintained on any of the lots hereby restricted above the surface of the ground.

(f) Should it be determined that any lots are unbuildable, said lots may be re-subdivided upon the consent of the Developer or the Developer's successors or assigns so as to enlarge abutting lots.

(g) Construction of any structure shall not be commenced until a culvert has been put into place. Location of driveway and culvert must first be approved by the architectural committee.

(h) Prior to commencement of construction, the lot owner or the lot owner's designated agent or engineer shall provide the association with written certification that the location and elevation of the driveway culvert meets the drainage and grading requirements of the Township Highway Commissioner. In the event the owner fails to provide such and proceeds to improperly install a driveway culvert, the owner shall pay all costs and expenses incurred in correcting such to have said culvert installed meeting the township drainage and grading requirements.

(i) Culverts. All culverts shall have end flanges.

(j) No swimming pool of temporary or collapsible construction, nor one that is portable or movable, nor one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be permitted.

(k) Any structure on any lot in this subdivision shall be completed before it shall be occupied or used for residential purposes and within a reasonable time from the date it is started.

(l) Any lot or lots in this subdivision shall not be divided or resubdivided into smaller lots or parcels of land.

(m) Driveways. Access driveways and other paved areas for vehicular use on a lot shall be constructed of blacktop, concrete or brick within six (6) months of completion of the improvements, weather permitting. Location for such access driveway shall be submitted to the architectural control committee as part of the plans and specifications for structures, as hereinabove provided, and shall be subject to approval by the committee.

(n) Mailboxes. Each lot owner shall install and maintain a mail and newspaper receptacle of a uniform design as approved by the architectural review committee, and at locations to be approved and designated by said committee.

(o) Fences. No fences shall be allowed to be constructed on any lots without the prior approval of the architectural review committee. No fences shall be constructed upon any area between the building and adjacent public street or streets, in the case of corner lots, unless the architectural review committee finds that extraordinary circumstances exist that should allow such and such fence will not detract from the aesthetics of the house or other properties in the area. No metal fences shall be allowed except for dog runs as approved by the architectural review committee. All fences shall be composed of wood or imitation wood materials with the

height, style and location to be aesthetically compatible and complimentary to the residential structure.

(p) Satellite or Dish Antennas: No satellite or dish antennas shall be allowed in excess of 2½ feet in diameter if cable television is available. Any existing dish antennas in excess of 2½ feet will be removed within 12 months of the date that cable television is available.

(q) TV Antenna and Communication Towers. Except as otherwise approved by the architectural review committee, TV antennas and communication towers or facilities shall be enclosed in attics and not exposed.

(r) Accessory Buildings: On lots improved with single-family residences, one accessory storage building will be allowed.

That on lots improved with single family residences, one accessory storage building will be allowed per residence, subject to the following restrictions:

a) Said buildings shall not be used for any business or commercial endeavor.

b) The size of said buildings shall not be less than 8 x 8 feet and not more than 12 x 20 feet.

c) All accessory buildings shall be constructed of wood with cement floors, and siding shall be of cedar or wood of similar quality, or, if the primary residence has aluminum siding, then matching aluminum siding may be used. Other metal or other building materials are prohibited.

d) The color of the shed or accessory building will match the existing house.

e) Accessory buildings shall comply with the architectural review provisions set forth in these Covenants, Conditions and Restrictions. Any proposed plans for such shall be submitted for architectural review.

f) All accessory buildings shall be aesthetically and architecturally compatible with the main residence and shall meet all applicable municipal codes.

SECTION III: Land Use.

(a) All trees are to be protected from damage to roots and trunk during construction, by the use of board-wraps and the maintenance of the established grade around their bases through dry wells and retention walls.

(b) No tree may be removed or cut if diameter is in excess of six inches without prior approval by the committee.

(c) Tree Planting. The owners of any lots having no trees in the front yard between the house and the public right-of-way of 3 inches or more in diameter, shall be required to plant 2 maple or oak trees in the front yard of 3 inches or more in diameter prior to occupancy, or such other trees as may be approved by the committee.

(d) Exterior Lighting. Any exterior lighting other than incandescent, shall be as approved by the architectural review committee. Exterior lighting other than incandescent, including but not limited to, mercury vapor lights, halogen lights and spot lights shall be located so as to not cause a nuisance to other residences in the subdivision.

SECTION IV: Livestock and Poultry. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, bred, or maintained only for non-commercial purposes. Household pets to be kept by the owner of any lot shall not exceed three in number.

SECTION V: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No obstructions shall be permitted, and no improvements or planting shall be erected, done or maintained, other than a grass lawn, property line fence which does not restrict surface water flow, shrubbery or flower bed on any portion of any lot reserved as a utility or drainage easement on the recorded plat of

such lot, and no compensation may be claimed for damage for planting or improvement at any time existing within such area, arising from the installation, repair or improvement of any utility and drainage facilities within such easement.

SECTION VI: Signs. No sign of any kind shall be displayed to the public view on any lot except once sign of not more than five square feet to advertise the property for sale or rent, or two signs of not more than 100 square feet used by the declarant, developer or builder to advertise the property during the construction and sales period. Notwithstanding anything to the contrary in this declaration of building and use restrictions and protective covenants, the declarant, Developer and builder may erect signs on any lot that they may own in the subdivision.

SECTION VII: Mining Operations. No quarrying, mining, oil or gas drilling operations shall be conducted on any lot and, particularly, they shall not be used or excavated for gravel pits, and no gravel shall be mined or removed from the same for any purpose whatsoever except to the extent necessary to grade said lots properly for the erection of approved improvements as aforesaid, or to excavate for the foundations and basement of such improvements.

SECTION VIII: Sight Distance at Intersections.

(a) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended.

(b) The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street line with the edge of a driveway.

(c) Within such distances of such intersections, the foliage line of all trees is to be maintained at sufficient height to prevent obstruction of such sight lines, notwithstanding existing preserved trees.

SECTION IX: Parking. No trailers, buses, trucks, construction equipment, inoperable vehicles, unlicensed vehicles, or similar articles shall be stored or placed temporarily or permanently on any lot unless it is in a permanent enclosed structure, under roof. Excepted from this provision would be construction equipment necessary and incidental to actual construction or excavation on any lot.

SECTION X: Model Homes. Construction of model homes is expressly permitted as long as they conform to the restrictions hereby created.

SECTION XI: Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIV

General Provisions

SECTION I: Duration. The covenants and restrictions set forth in this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owners of any land subject to this declaration, their respective legal representative, heirs, successors and assigns, for a term of fifty (50) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of

the proposed agreement is sent to every owner at least ninety days in advance of any action taken. Notwithstanding the foregoing, the covenants and restrictions set forth in this declaration may not be dismissed in their entirety nor may the restrictions herein, or delineated on the plat of the subdivision pertaining to the drainage and storm water management facilities be deleted or modified at any time.

SECTION II: Notices. Any notice sent or required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as the owner on the records of the McHenry County Tax Collector at the time of the mailing.

SECTION III: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persona violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

SECTION IV: Modification. By recorded supplemental declaration, the Developer may modify any of the provisions of this declaration or any supplement declaration for the purposes of clarification or otherwise, provided no such modification shall change the substantive provisions of this declaration or any supplemental declaration or materially alter the rights of any owner established by any such document.

SECTION V: 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 VI: All ordinances of the Village of Ringwood shall remain fully applicable to the existing property and common area affected hereby.

SECTION VII: Any portion of the property owned by the Village shall not be subject to any of the provisions of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and year first above written, by the officers of the undersigned, thereunto duly authorized.

SPRINGWOOD ESTATES, LLC

By: Joel S. Dryer
JOEL S. DRYER, Authorized Member

Joel S. Dryer
JOEL S. DRYER, Individually

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