

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

THIS DECLARATION is made this 22nd day of June, 1987
by First National Bank of Lake Forest as Trustee under Trust #8178
dated 1/7/87 and not personally or individually (hereinafter re-
ferred to as "DECLARANT");

W I T N E S S E T H :

WHEREAS, Declarant is the title holder of that certain
real property known as COUNTRY TOWNE, situated in Lake County, Illinois,
more particularly described as follows:

The East half of the southwest quarter of Section 20,
Township 45 north, Range 11, east of the 3rd principal
meridian in Lake County, Illinois, (except that portion
thereof, described as follows: beginning at the
northwest corner of said east half; thence east
370.00 feet along the north line of said east half;
thence south 734.72 feet parallel with the west line
of said east half; thence west 330.00 feet parallel
with the north line of said east half to a point
40.00 feet east of west line of said east half;
thence south 1915.61 feet parallel with said west
line to the south line of said east half; thence west
40.00 feet along said south line to the west line
of said east half; thence north 2650.39 feet along
the west line of said east half to the point of
beginning, in Lake County, Illinois.

WHEREAS, a Final Plat for the above legally described
property has been recorded in the office of the Recorder of Deeds
of Lake County on July 13, 1987 as Document No. 2589329
and which is hereinafter referred to as the "Property,"; and

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

WHEREAS, Declarant intends to subject the Property to the
covenants, conditions and restrictions, easements, charges and liens
hereinafter set forth each and all of which is and are for the bene-
fit of the owners and public welfare and more specifically for the
purpose of enhancing and protecting the value of the aforesaid prop-
erty and insuring maintenance of its on-site Stormwater Detention
Facilities and Improvements in conformity with all applicable ordi-
nances and insuring the maintenance preservation and protection of
its open space designated as shown on the Final Development Plan of
the property and its woodland areas as designated on said Plan, and
for collecting and disbursing the assessments and charges hereinafter
provided for, and for such other purposes as are hereinafter de-
scribed;

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NOW, THEREFORE, Declarant hereby declares that the Property shall be owned, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are intended to constitute a general plan for the benefit of and enforcement by all present and future owners of any of the lots in the subdivision and Lake County, so as to protect the value and desirability of the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE I.

Definitions

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

"ASSOCIATION" shall mean and refer to the Property Owners Association of Country Towne. Said Association shall be the governing body for all of the Owners with respect to the administration, maintenance and repair of the Storm Detention Facilities and Improvements and with respect to the administration, maintenance and protection of the common open space area and the woodland areas and for such other purposes as are hereinafter described.

"LAKE COUNTY" shall mean and refer to the County of Lake, a body politic and corporate.

"PROPERTY" shall mean and refer to the real property hereinabove legally described and shown on the Final Development Plan commonly known as Country Towne.

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

"DECLARANT" shall mean and refer to First National Bank of Lake Forest as Trustee under Trust #8178 dated 1-7-87 and not personally or individually, their successors and assigns.

"DECLARATION" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof including such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof.

"STORMWATER DETENTION FACILITIES AND IMPROVEMENTS" shall mean and refer to all on-site facilities and areas necessary for the management of stormwater as appears more fully on the Final Development Plan of the property.

"COMMON OPEN SPACE" shall mean and refer to the area designated as shown on the Final Development Plan which shall be maintained, preserved, protected and left in its natural state and which shall be for the common benefit of all owners.

"WOODLAND AREAS" shall mean and refer to the areas specified on the Final Development Plan, the wooded vegetation on which shall be maintained, preserved, protected and left undisturbed except as therein set forth.

"FINAL DEVELOPMENT PLAN" shall mean and refer to that document recorded in the Office of the Recorder of Deeds of Lake County on JULY 13 , 1987 as Document No. 2589351

ARTICLE II.

Property Owners Association

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

ARTICLE III.

Maintenance of Improvement

It shall be the responsibility of the Association to maintain Stormwater Detention Facilities and Improvements and to maintain, preserve, protect and own the Common Open Space. Each property owner shall bear his or her proportion of responsibility and cost for the continued maintenance, operation and preservation of the Stormwater Detention Facilities and Improvements, both on the surface and underground, and the preservation of the hydraulic characteristics thereof and for the continued maintenance, preservation and protection of the Common Open Space. Each property owner's deed shall state the owner's liability for maintenance of the improvements and maintenance, preservation and protection of the Common Open Space.

The Declarant shall be responsible for the maintenance of all on-site detention improvements specified in the first paragraph of this Article until such time as occupancy permits for eighty (80) percent of the lots in Country Towne Subdivision have been issued, or until such time as eighty (80) percent of the lots therein have been sold, whichever occurs first. Upon the formation of the Association, Declarant shall be responsible for the maintenance of common open space specified in the first paragraph of this Article III., based upon the percent of unsold lots to the total in said Subdivision and as the same is provided in the By-Laws of said Association. Upon the issuance of occupancy permits for eighty (80) percent of the lots as aforesaid, as to the on-site detention improvements and upon the adoption of appropriate Association By-Laws covering the maintenance of common open space, the maintenance responsibility of such improvements and maintenance responsibility and ownership of the common open space shall transfer to the Association, provided that with respect to the on-site detention improvement said transfer of responsibility shall not occur until all requirements of the applicable ordinances relating to on-site detention improvements have been complied with and final inspection, approval and a certificate of compliance has been

made by Lake County, and any other agency authorized by ordinance to inspect and approve the improvements. All on-site detention improvements shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit their use and function for the management of stormwater. All common open space and woodland areas shall be maintained, protected and preserved in their natural state in perpetuity and cannot be developed, cleared, or used for buildings or structures and can only be used in such a manner that the natural resources thereon are not damaged or destroyed. Maintenance of woodland and common open space areas shall consist of and be limited to removal of litter or junk foreign to a woods and the removal of diseased or dead trees.

The Declarant shall be responsible for the maintenance of all woodland areas until 80% of the lots have been sold. All woodland areas shall be maintained, protected and preserved in perpetuity.

Utility easements are to be preserved and maintained as set forth on Final Plat recorded as Document No. _____ on _____, 198.

ARTICLE IV.

Maintenance Assessments

By acceptance of a deed and whether or not it shall be so expressed in any such deed, each owner of a lot hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned assessments and charges as determined for each lot by the Board of Directors of the Association, to be paid in the manner decided upon by the Board of Directors. Each owner shall pay to the Association assessments representing his or her share of the expenses of maintenance, required by this Declaration. The assessments, together with such interest thereon and costs of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such lot at the time when the said assessment became due and payable. No owner may waive

or otherwise escape liability for the assessments provided for herein by abandonment of his or her lot. Except as otherwise provided elsewhere herein, the owner as of the date of any levy of an assessment shall be personally liable for each assessment. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

Enforcement

The covenants and restrictions may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Association, any owner or of any lot within the Subdivision or Lake County, against any person(s) violating or attempting to violate any covenant or restriction.

The duly designated official and employees of Lake County are hereby granted an easement to enter upon, on and over areas of on-site detention improvements, common open space and woodland areas for the purpose of inspecting such areas to determine whether the improvements and systems which constitute same have been and are being properly maintained in conformity with this Declaration and the applicable ordinances and regulations. If it is determined that the facilities are not in conformity with applicable restrictions, ordinances and regulations, Lake County shall give the Association written notice of such determination.

Further, the County shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association, although notice shall not be required in the event that Lake County determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare or will result in irreparable harm or damage to the common open space or woodland areas. If the Association fails to perform the necessary maintenance

within a reasonable time after receiving notice of the determination, Lake County shall have the right to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the on-site detention improvements or the natural resources and character of the common open space and woodland areas. If Lake County is required to perform such service, it shall be entitled to complete reimbursement by the Association. The easement described in this Section is an easement appurtenant, running with the land; it shall at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

ARTICLE VI.

Amendments

This Declaration may be amended provided any such provision for amendment states that amendments to all covenants or restrictions applicable to the stormwater detention facilities and improvements are expressly prohibited if the result would in any manner diminish their function of insuring compliance with all ordinance requirements concerning these improvements, and that the responsibility for continued maintenance, operation, preservation, and protection of said facilities, the common open space and woodland areas shall not be abrogated by such amendment.

ARTICLE VII.

Miscellaneous Provisions

Severability. Invalidation of any one or more of the covenants herein by any judgment or Court Order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

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

