

SHADOWOOD SUBDIVISION

SHADOWOOD HOMEOWNER'S ASSOCIATION  
c/o Francine Druth  
2906 Hawthorne Lane  
Wilmette, Illinois 60091

Dear Homeowner:

This binder includes the following documents:

1. Articles of Incorporation of Shadowood Homeowner's Association, a not for profit Illinois corporation;
2. Declaration of Covenants, Conditions and Restrictions for Shadowood Subdivision; and
3. By-Laws of Shadowood Homeowner's Association.

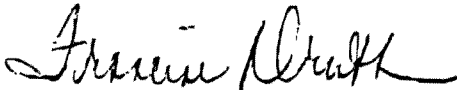
It is in your best interest as a homeowner to observe the covenants, conditions and restrictions, which will enhance the preservation, natural beauty, and unique character of Shadowood Subdivision.

We would appreciate it if you would read these documents so that you are familiar with the terms and provisions. Of particular importance is Article IV, Architectural Review Process for Lots, in the Declaration of Covenants, Conditions and Restrictions. It is your responsibility to submit your residence plans and specifications to the Architectural Review Committee for approval.

We trust this meets with your approval.

Sincerely yours,

SHADOWOOD HOMEOWNER'S ASSOCIATION



Francine Druth

FD:dg

ARTICLES OF INCORPORATION OF  
SHADOWOOD HOMEOWNER'S ASSOCIATION,  
A NOT FOR PROFIT ILLINOIS CORPORATION

140 South Dearborn Street  
Chicago Ill. 60603

Epton Mullin + Smith

McHENRY COUNTY  
RECORDER  
PHYLLIS K. WALTERS

File Number 5508-240-5

88R 015429

88 MAY 31 PM 12:20



**Whereas,** ARTICLES OF INCORPORATION OF  
SHADOWOOD HOMEOWNER'S ASSOCIATION  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE  
JANUARY 1, A.D. 1987.

*Now Therefore, I, Jim Edgar, Secretary of State of the State  
of Illinois, by virtue of the powers vested in me by law, do hereby  
issue this certificate and attach hereto a copy of the Application  
of the aforesaid corporation.*

**In Testimony Whereof,** *I hereto set my hand, and cause to  
be affixed the Great Seal of the State of Illinois,  
at the City of Springfield, this 13TH  
day of MAY AD. 19 88 and  
of the Independence of the United States  
the two hundred and 12TH*



*Jim Edgar*  
SECRETARY OF STATE

FORM NP-29

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

Filing Requirements — Present 2 originally signed and fully executed copies in exact duplicate For Insars — Use White Paper — Size 8 1/2 x 11

Payment must be made by Certified Check, Cashiers' Check or a Money Order, payable to "Secretary of State."

Date Paid 5-13-88 Filing Fee \$50.00

DO NOT SEND CASH

Clerk

TO: JIM EDGAR, Secretary of State

We, the Incorporators being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

Article 1. The name of the corporation is: SHADOWOOD HOMEOWNER'S ASSOCIATION

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent Francine Druth
Registered Office 2906 Hawthorne Lane, Wilmette, IL 60091, Cook County

Article 3. The duration of the corporation is [X] perpetual OR \_\_\_\_\_ years.

Article 4. The first Board of Directors shall be three (3) in number, their names and addresses being as follows:

Table with 5 columns: Directors' Names, Number, Street, Address City, State. Rows include C. F. Langille, Curtis S. Langille, and Francine Druth.

Article 5. The purposes for which the corporation is organized are: PLEASE SEE ATTACHED RIDER.

Is this corporation to be a Condominium Association as established under the Condominium Property Act? [ ] Yes [X] No

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?

[ ] Yes [X] No

Is this a Homeowner's Association which administers a common-interest community as defined in Subsection (c) of Section 9-102 of the Code of Civil Procedure?

[X] Yes [ ] No

Article 6. Other provisions (Please use separate page):

WE the incorporators declare that we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of our knowledge and belief, true, correct and complete. Executed this 26th day of April, 1988.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

Signatures and Names (Not less than three)	Post Office Address
1. <u>X</u> Signature <u>[Signature]</u> Name (please print) <u>C. F. Langille</u>	1. <u>300 North Ridge Road</u> Street <u>McHenry, IL 60050</u> City/Town State Zip
2. <u>X</u> Signature <u>[Signature]</u> Name (please print) <u>Curtis S. Langille</u>	2. <u>6200 West Katmai Trail</u> Street <u>McHenry, IL 60050</u> City/Town State Zip
3. <u>[Signature]</u> Signature <u>[Signature]</u> Name (please print) <u>Francine Druth</u>	3. <u>2906 Hawthorne Lane</u> Street <u>Wilmette, IL 60091</u> City/Town State Zip
4. _____ Signature _____ Name (please print) _____	4. _____ Street _____ City/Town State Zip
5. _____ Signature _____ Name (please print) _____	5. _____ Street _____ City/Town State Zip

The registered agent cannot be the corporation itself.

The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.

The registered office may be, but need not be, the same as its principal office.

File # \_\_\_\_\_ Form NP-29

**ARTICLES OF INCORPORATION**

under the

**GENERAL NOT FOR PROFIT CORPORATION ACT**

of \_\_\_\_\_

**FILED**

MAY 13 1988

JIM EDGAR  
SECRETARY OF STATE

MAY 13 1988

SECRETARY OF STATE  
CORPORATION DEPARTMENT  
SPRINGFIELD, ILLINOIS 62756  
TELEPHONE (217) 782-6961

(These Articles Must Be Executed and Filed in Duplicate)  
Filing Fee \$50.00

- (a) The acquisition, construction, management, maintenance, and care of "association property," as defined in Section 528 of the Internal Revenue Code of 1954, as amended (the "Code"), and the regulations promulgated thereunder, and as applicable with respect to the corporation, all in accordance with the Shadowood Subdivision Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, as Document No. 88R011715, covering a tract of land in McHenry County, Illinois.
- (b) No part of the net earnings of the corporation shall inure to the benefit of any private person except as may be permitted by the provisions of Code Section 528 and regulations promulgated thereunder, or any successor Code provisions.
- (c) The members of the Shadowood Homeowner's Association shall consist of the respective owners of the lots on the Property, as said terms are defined in the Declaration.
- (d) The membership of each owner shall terminate when he ceases to own a lot and upon the sale, transfer or other disposition of his ownership interest in the lot, his membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest.

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SHADOWOOD SUBDIVISION

88R 011715

STATE OF ILLINOIS <sup>BBK</sup> 011715  
McHENRY COUNTY SS  
FILED FOR RECORD APRIL 27  
1988 AT 4:11 O'CLOCK P.M.  
*Phyllis K. Walker*  
RECORDED

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SHADOWOOD SUBDIVISION

This Declaration made this 26th day of April,  
1988, by the MAYWOOD-PROVISO STATE BANK, Maywood, Illinois, as  
Trustee under the provisions of a Trust Agreement dated June 1,  
1978, and known as Trust No. 4733, and not individually, and  
its sole beneficiary, SHADOWOOD, a limited partnership of  
Illinois; herein collectively called "the developer."

ARTICLE I

Declaration - Purposes

SECTION 1: General Purposes. The developer is the owner  
of certain real property located in McHenry County, Illinois,  
and desires to create thereon subdivision units. The developer  
presently intends to subdivide a development known as Shadowood  
Subdivision containing single family dwelling Lots together  
with easements appurtenant thereto which will require  
uniformity and continuing care and maintenance for the privacy,  
benefit and enjoyment of all persons owning and residing  
therein.

The developer has deemed it desirable to create an  
Association to which shall be delegated and assigned the powers  
of owning, maintaining and administering the appurtenant Eas-  
ements, and the administering and enforcing the covenants and  
restrictions hereinafter contained and created. The Easements,  
for drainage, detention area easement and access to the  
detention easement are depicted on the final plat of  
subdivision recorded with the Recorder of Deeds, McHenry  
County, Illinois, on April 26, 1988, bearing Document  
No. 88R011483.

The developer desires to provide for the preservation of  
the values and amenities in said subdivision legally described  
as follows: Lots 1 through 44, both inclusive, in Shadowood Subdivision,  
being a part of the Southeast Quarter of Section 23, and part of the Northwest  
Quarter of the Southwest Quarter of Section 24, Township 45 North, Range 7,  
East of the Third Principal Meridian in McHenry County, Illinois.

according to the plat thereof recorded April 26, 1988 as  
Document No. 88R011483, in McHenry County, Illinois.

(M) *Tekisman Properties*  
*300 N. Ridge Rd*  
*McHenry, Ill. 60050*

88-12-0865

*48*

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 2: 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 liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes 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) "Property" shall mean and refer to the existing property subject to this Declaration.

(b) "Existing Property" shall mean and refer to the real estate described in Article III, Section 1 hereof.

(c) "Lot" (hereinafter referred to as Lot or Lots), shall mean any plot of land described by a number upon any recorded subdivision map of the property.

(d) "Living unit" shall mean and refer to any portion of a structure situated upon the property designed for occupancy by a single family.

(e) "Single family residential" shall mean any of the property restricted by this Declaration to use for improvement with dwellings.

(f) "Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title to or the contract purchaser of 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.

(g) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

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

(i) "Single family" shall mean one or more persons, 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.

(j) "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.

(k) "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 dwelling accessory buildings.

(l) "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

attached to something having a permanent location on or in the ground.

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

(n) "Association" shall mean and refer to an Illinois not-for-profit corporation, its successors and assigns to be organized at the sole cost and expense of the Developer and to be known by the name of Shadowood Homeowner's Association, or such other name or names as the Developer shall designate.

(o) "Easements" (hereinafter referred to as Easements) shall mean Easements granted from the developer for the common use and benefit of the owners.

(p) "Recorded Easements" shall mean the Drainage Easement, Easement for Detention, Detention Area Easement, and Access to Detention Easement depicted on the Plat of Subdivision for Shadowood, which Plat is recorded with the Recorder of Deeds of McHenry County April 26, 1988, bearing Document No. 88R011483.

(q) "Drainage Easement" shall mean the Drainage Easement depicted on the Plat of Subdivision for Shadowood Subdivision, which Plat is recorded with the Recorder of Deeds of McHenry County on April 26, 1988, bearing Document No. 88R011483. This Drainage Easement shall be a non-exclusive perpetual storm water retention-detention easement for the sole purpose of storm water drainage, retention and detention in, over, along, upon, under, through, and across the Drainage Easement and the right to use said Drainage Easement as part of the overall storm water drainage system for the use and benefit of the real property described in Article III, Section 1.

(r) "Detention Area Easement" shall mean the Easement for Detention depicted on the Plat of Subdivision for Shadowood Subdivision, which Plat is recorded with the Recorder of Deeds of McHenry County on April 26, 1988, bearing Document No. 88R011483. This Easement for Detention shall be a non-exclusive perpetual storm water retention-detention

easement for the sole purpose of storm water drainage, retention and detention in, over, along, upon, under, through, and across the Easement for Detention and the right to use said Easement for Detention as part of the overall storm water drainage system for the use and benefit of the real property described in Article III, Section 1.

(s) "Access to Detention Easement" shall mean the Access to Detention Easement depicted on the Plat of Subdivision for Shadowood, which Plat is recorded with the Recorder of Deeds of McHenry County on April 26, 1988, bearing Document No. 88R011483. This Access to Detention Easement shall include the grant by Developer to Shadowood Homeowner's Association, an Illinois Not For Profit Corporation, of the rights of ingress, egress, access, maintenance, repair and replacement to the easement for Detention depicted on the Plat of Subdivision for Shadowood.

(t) "Member" shall mean and refer to any person or entity who holds membership in the Association.

(u) "By-Laws" shall mean the By-Laws of the Shadowood Homeowner's Association, a copy of which is attached hereto and by this reference made a part hereof.

(v) "Maintenance" includes but is not limited to the following activities:

Grass cutting;

Landscaping;

Debris removal;

Maintenance, repair and replacement of Easements, drainage ditches and slopes contiguous thereto, retention and detention areas within said easements;

Weed and mosquito control and the like;

Maintenance, repair and replacement of Drainage Easements, Easements for Detention, Detention Area Easement, and Access to Detention Easement, including dredging, drainage tiles and curtain drains, if any in the easements.

## ARTICLE III

Existing Property

SECTION 1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in McHenry County, Illinois, and more particularly described as follows:

Lots 1 through 44, both inclusive, in Shadowood Subdivision, being a part of the Southeast Quarter of Section 23, and part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 45 North, Range 7, East of the Third Principal Meridian, in McHenry County, Illinois.

according to the plat thereof recorded April 26, 1988 as Document No. 88R011483, in McHenry County, Illinois.

## ARTICLE IV

Architectural Review Process For Lots

SECTION 1: Objectives. The developer's objectives are to carry out the general purposes expressed in this Declaration for the Lots only to assure that any improvements or changes in the Lots will be of good and attractive design and in harmony with the natural setting of the Lots, 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 on the Lots.

SECTION 2: The Committee. To achieve developer's objectives, the developer shall create a committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction to 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.

SECTION 3: 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 Lots, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of Lot 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, curtain drainage system, if required, of the same shall have been submitted to and approved in writing by the committee.

SECTION 4: 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 (30) 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 (30) 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 submission of such plans to defray expenses, except that so long as the committee is under developer's control such fee shall not exceed Fifty Dollars (\$50.00). No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval by the committee. A copy of each approved set of plans and specifications shall be kept on file with the committee.

SECTION 5: 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 of any other Lot, or adjoining or adjacent property. The committee shall also have the power to deviate from provisions of the covenants and 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.

SECTION 6: Approvals. Notwithstanding anything to the contrary in Article IV, Sections 1 through 5, if the Architectural Committee grants any approvals which are not in conformity with the codes and ordinances of the County of McHenry, Illinois, such approvals shall be invalid. All approvals by the Architectural Committee shall fully comply with the codes and ordinances of the County of McHenry, Illinois.

ARTICLE V

General Restrictions For the Lots

SECTION 1: Land Use -- Single Family Residential. Any portion of the Lots 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 V or as modified or added to by the provisions of this Declaration pertaining thereto. As provided in this Declaration, no building except one dwelling designed for occupancy by a single family shall be erected on any such Lot. No structure may be erected or maintained on any such Lot except as shall be approved in writing by the committee.

SECTION 2: 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 with more restrictive standards that may be required by the committee.

SECTION 3: Location of Structures on Lots. The parties deem 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 Lots. Therefore, the location of each structure, including driveways and culverts, on a Lot shall be subject to approval in writing by the committee provided that each owner shall be given reasonable opportunity to recommend the suggested construction site. The committee shall give consideration to setback lines, if any, on the recorded plat.

SECTION 4: Nuisances. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants, seeds, 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 5: 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 a structure shall be on the same Lot as the structure. Such temporary structures shall be removed upon completion of construction.

SECTION 6: Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall

be completed within one year from commencement of construction. Such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the owner's control.

SECTION 7: Maintenance of Lots. All Lots, including adjacent parkways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health.

SECTION 8: Lot Appearance. No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor. If the receptacles are outside, they shall be properly screened. Fuel tanks shall be underground or properly shielded.

SECTION 9: Other Prohibited Matters. No animals other than unoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Committee. Habitual parking of commercial vehicles on any Lot or parking area adjacent to any lot is prohibited. Habitual parking on roadways is prohibited.

SECTION 10: Easements Reserved with Respect to Lots. Developer reserves for itself, its successors and assigns, Easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such Easements, as follows:

(a) Drainage, Access to Detention and Utility Easements shown on any recorded plat of the property; except that if any plat fails to establish such Utility Easements, a 10-foot side strip running along side Lot lines, front Lot line and rear Lot line of dwelling Lots Easements 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 easement. Any damages caused by user of right to the easement shall be repaired and restored by such user.

#### ARTICLE VI

##### Sanitary Disposal For Lots

Sanitary disposal for each Lot shall be by means of a septic system or other approved method designed by a registered professional engineer or registered sanitarian. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from McHenry County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the owner. No sewage disposal system shall be permitted on any Lot, nor may any sewage disposal system be used, unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Final approval by the committee of building plans shall be subject to issuance of the required permit for sanitary disposal.

#### ARTICLE VII

##### Building Requirements For Lots

###### SECTION 1: Building Location.

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

(b) For the purposes of this covenant, steps, breeze-ways 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 2: Dwelling Cost, Quality and Size.**

(a) The finished floor area of the single-family dwelling, exclusive of porches, breezeways and garages, shall not be less than 2,000 square feet total living area for a one-story, single-family dwelling, and not less than 2,100 square feet total living space for a bi-level, or tri-level, single family dwelling, and not less than 2,200 square feet total living area for a single-family dwelling of two stories.

(b) A 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, or attached thereto.

(c) No face of an outside wall shall be of asphalt brick siding, asphalt shingle siding, unpainted aluminium siding, or imitation stone siding. All brick walls shall be of the same or like quality.

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

(e) All private drives or driveways are to be equipped with culverts where necessary.

(f) No swimming pool of temporary or collapsible construction, one that is portable or movable, or one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be permitted.

(g) 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.

(h) Any Lot or Lots in this subdivision shall not be divided or resubdivided into smaller Lots or parcels of land.

**SECTION 3: Land Use and Building Type for Lots.**

(a) No Lot shall be used except for residential purposes.

(b) No building which would exceed two and one-half stories in height, or a private attached garage for more than three cars, shall be erected, altered, placed or permitted to remain on any Lot. Any building, structure or addition constructed or placed on the Lot thereafter must first be approved by the committee.

**SECTION 4: 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, provided that they are not kept, bred or maintained for any commercial purpose. Household pets to be kept by the owner of any Lot shall not exceed three in number.

**SECTION 5: Easements.** Easements for installation and maintenance of roads, utilities, storm sewers, access to detention, drainage and detention facilities are reserved as depicted on the recorded plat of Subdivision for Shadowood Subdivision herein legally described. No obstructions shall be permitted, and no improvements or planting shall be erected, done or maintained, other than a grass lawn, property line fence, shrubbery or flower bed on any portion of any Lot reserved for road, utility, storm sewers, drainage, detention, and access to detention easements on the recorded plat of such Lot. No compensation may be claimed for damage to planting or improvement arising from the installation, repair or improvement of any road, utility, storm sewer, drainage, detention, and access to detention facilities within such easements.

**SECTION 6: Signs.** No sign of any kind shall be displayed to the public view on any Lot except, one professional sign for a doctor, dentist, or attorney of not more than one square foot; one sign of not more than five square feet to advertise the property for sale or rent; or one sign 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, advertising the sale of Lots and residences in future land to be developed and sold adjoining and connected to this subdivision by any roads.

**SECTION 7: 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. No gravel shall be mined or removed from the Lots 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 8: 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 line connecting them at points twenty-five (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 (10) 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.

**SECTION 9: Land Near Water Courses.** No building, nor any material or refuse, shall be placed or stored on any Lot within twenty feet of the property line of any edge or any open water course, except that clean fill may be placed nearer, provided that the natural flow is not altered or blocked by such fill.

SECTION 10: Parking. No trailers, buses, trucks, boats or similar articles shall be stored or placed temporarily or permanently on any Lot unless it is under a permanent roof.

SECTION 11: Model Homes. Construction of model homes is expressly permitted as long as said homes conform to the restrictions hereby created.

SECTION 12: 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 VIII

##### Membership

Every person or entity including a contract seller, who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the 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 may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lots 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. Voting rights with regard to each Member are set forth in ARTICLE IX hereof.

#### ARTICLE IX

##### Voting Rights and Board of Directors

SECTION 1: 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, but in no event shall more than one vote be cast with respect to any one Lot. The vote for such Lot shall be exercised as they among themselves determine.

SECTION 2: The provisions of Section 2 hereof 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 or any of his obligations as such shareholder or member. 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 3: The Association shall have a Board of not less than three (3) 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. The first Board may be appointed by the developer (or its beneficiary or designee). 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.

The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the board. The officers 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 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 4: 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 5: 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 as are regularly engaged in the performance of generally similar functions and duties as the Board shall determine. The 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. The Association itself shall also have power to perform its functions and carry out its duties.

SECTION 6: The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Easements.

SECTION 7: 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.

SECTION 8: The Association may not be terminated by a vote of its members for the duration of this Declaration of Covenants, Conditions, and Restrictions for Shadowood Subdivision.

## ARTICLE X

Provisions Relating to the Recorded Easements

SECTION 1: The Recorded Easements shall be subject to the following provisions:

(a) The Association shall have the right and duty to repair, replace and maintain the Recorded Easements for drainage, detention and access to detention, as depicted on the Plat recorded with the Recorder of Deeds of McHenry County, Illinois, on April 26, 1988, bearing Document No. 88R011483.

(b) The Association shall have the right to ingress and egress over and upon the Recorded Easements for drainage, Detention Area Easement, detention and access to detention, as depicted on the Plat recorded with the Recorder of Deeds of McHenry County, Illinois, on April 26, 1988, as Document No. 88R011483, for any and all purposes connected with the use, maintenance, replacement, operation and repair of the aforesaid Recorded Easements.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the aforesaid Recorded Easements and for the health, comfort, safety and general welfare of persons using the aforesaid Recorded Easements.

(d) Notwithstanding any provisions herein to the contrary, the aforesaid Easements shall be subject to:

- (i) The right of developer to execute all documents and do all other acts and things affecting the existing properties, and Recorded Easements 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 public roads, electrical and telephone conduit and lines, gas pipes, curtain drains, dredging and drainage tiles, drainage ditches, sewers or water pipes, or any other utility services.

(e) In the event of any dispute or disagreement between any Lot Owners relating to the Recorded Easements, 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.

(f) No unlawful, immoral, noxious or offensive activity shall be carried on in the Recorded Easements, nor shall anything be done therein, neither wilfully nor negligently, which may be or become an annoyance or nuisance to the Owners of Lots.

(g) No animals, livestock, horses or poultry of any kind, shall be raised, bred or kept on the Recorded Easements.

(h) No quarrying, mining, oil or gas drilling operations shall be conducted on the Recorded Easements.

(i) The Recorded Easements shall not be used or maintained as a dumping ground for rubbish.

#### ARTICLE XI

##### Covenant for Maintenance Assessments

SECTION 1: For each Lot owned within the Property, the developer 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. Such assessments shall 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 2: 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 aforesaid Recorded Easements. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the aforesaid Recorded Easements as may from time to time be authorized by the Board, and other facilities and activities including, but not limited to, caring for the aforesaid Recorded Easements, landscaping, water retention-detention areas, curtain drains, if any, and other charges required by this Declaration of Covenants, Conditions, and Restrictions 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 3: The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 2 hereof.

SECTION 4: Annual assessments or dues must be fixed at a uniform rate for all Lots, and shall be collected on a monthly basis.

SECTION 5: The annual assessments provided for herein shall commence for all Lots within the Property on the first day of the month following the conveyance of the first Lot. The Board shall fix the amount of the mutual assessment against each Lot in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount.

Written notice of any change in amount of annual assessment shall be due on the first day of each month. An Owner shall first be liable for payments of the full monthly assessment or dues on the first day of the month following conveyance of title to him. The Association shall at any time upon demand

furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment thereon.

SECTION 6: 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 the rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or it may foreclose the lien against the property. 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 as a debt, and to enforce the aforesaid 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.

SECTION 7: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien unless so provided as a result of a judicial sale pursuant to a decree of foreclosure.

## ARTICLE XII

### Insurance

The Association shall be responsible for maintaining comprehensive public liability insurance, including liability for property damage; injuries to and death of persons; and other liability insurance it may deem desirable; in such limits as it shall deem desirable insuring each Owner, the Association, its officers, members of the Board, the manager and managing agent of the Recorded Easement, if any, and their

respective employees and agents, from liability in connection with the ownership and/or use of the Recorded Easement.

The Association shall further be responsible for maintaining such policies of insurance for the Recorded Easement 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 XIII

##### Interim Procedure

SECTION 1: 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 2: Until the Association shall have been organized and shall have all the rights, powers, duties and obligations herein granted to, or imposed upon the Association, the Developer shall be authorized and empowered to take all such actions as the Board would have been 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 3: 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 XIV

##### Remedies

SECTION 1: 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 2: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3: 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 the time of such mailing.

SECTION 4: 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 Chapter 83 of the Illinois Revised 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 re-recording. The Association shall have, and is hereby granted, power to so re-record this Declaration or such part hereof, and such re-recording shall be binding

upon all Owners of 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-record the document executed and acknowledged by each of them.

ARTICLE XV

General Provisions

SECTION 1: 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 representatives, 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 (10) years unless an instrument signed by the then owners of all of the Lots and living units have 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 (1) 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 (90) days in advance of any action taken.

SECTION 2: Notices. Any notice sent or required to be sent to owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage pre-paid, 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 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation to recover damages, against the land, or 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 4: Modification. By recorded Supplemental Declaration, the developer may modify any of the provisions of this Declaration or any Supplemental 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 5: 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.

#### ARTICLE XVI

##### Land Trustee

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Declarant ("Trustee"), while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Maywood-Proviso

State Bank, individually, or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the day and year first above written by the General Partners on behalf of the aforementioned limited partnership duly authorized and by the officers of the undersigned MAYWOOD-PROVISO STATE BANK thereunto duly authorized.

MAYWOOD-PROVISO STATE BANK, as Trustee under the provisions of a Trust Agreement dated June 1, 1978, and known as Trust No. 4733, and not individually.

By: [Signature]  
Its VICE PRESIDENT & TRUST OFFICER

ATTEST:  
[Signature]  
ASSISTANT SECRETARY

SHADOWOOD, a limited partnership

By: [Signature]  
C.F. Langille, General Partner

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARGARET J. BRENNAN Vice President of the MAYWOOD-PROVISO STATE BANK, and KATHY J. ELAIZ Assistant Secretary of said Bank, as Trustee under the provisions of a Trust Agreement dated June 1, 1978, and known as Trust No. 4733, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25TH day of APRIL, 1988.

*Karlson L. Rasmussen*  
Notary Public



