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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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RIDGEFIELD SUBDIVISION OF HUNTLEY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION made this 30th day of November, 2005, by RIDGEFIELD OF HUNTLEY, L.L.C., an Illinois limited liability company (hereinafter referred to as "Declarant"):

RECITALS

A. Declarant is the owner of that certain real property comprised of approximately Seventy-Three (73) acres, situated in Kane County, Illinois, more particularly described on the Ridgefield Final Plat of Subdivision ("Plat of Subdivision"), the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof ("Subject Property").

B. The Subject Property is to be developed and is to be comprised of residential single family lots and common area lots, as further defined.

C. Declarant intends to grant certain water detention easements and pedestrian access easements and convey common areas on the Subject Property to an Illinois not-for-profit corporation known as Ridgefield of Huntley Property Owners' Association (hereinafter referred to as "Association").

D. Declarant intends to impose on the Subject Property certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Association and lot owners.

E. Declarant deems it desirable for the efficient preservation of the values and amenities of the Subject Property to create the Association to maintain the Common Areas and any improvements thereon, and to administer and enforce the covenants, conditions and restrictions provided for herein in this Declaration, and to collect and disburse the assessments and charges hereinafter created.

Chicago Title Insurance Company
 1795 West State Street
 Geneva, IL 60134

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Ridgefield (*)

DECLARATION

Declarant hereby declares that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are to protect the value and desirability of Subject Property, and which shall run with the Subject Property submitted hereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described Subject Property or any part thereof, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

1. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the property, including contract Sellers. For purposes of this Section, holders of beneficial interests under land trusts holding title to any Lot which is a part of the property shall be considered Owners. Declarant shall, as long as it owns lots, be an Owner.
2. Association. "Association" or "Homeowners' Association" shall mean and refer to Ridgefield of Huntley Property Owners' Association, its successors and assigns, a not-for-profit corporation under the Illinois General Not-for-Profit Corporation Act. Said corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the portion of the Property as provided by this Declaration and its By-Laws; and said corporation shall be the legal representative for all matters and claims relating directly or indirectly to the Common Areas or matters of common interest to all Owners. Each Owner shall automatically become and be a member of the Association so long as he continues as an Owner. Upon termination of an Owner's interest, such membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding in interest.
3. Property. "Property" shall mean and refer to the Subject Property
4. Common Areas. "Common Areas" shall mean all real property and improvements whether now constructed, or to be constructed, including, but not limited to, Parcels A, B, C, and D shown on the Plat of Subdivision, the entryway treatments including any and all signs thereon, streets which have been dedicated, but for which the Association is responsible to maintain, streets which have not been dedicated, cul-de-sacs, all as shown on the Plat of Subdivision, legal title to which is owned or will hereafter be owned by the Association and intended for the use and benefit of all Owners.
5. Lot. "Lot" shall mean and refer to the plots of land so shown and designated upon the Plat of Subdivision of the Property except for the Common Areas.
6. Declarant. "Declarant" shall mean and refer to Ridgefield of Huntley, L.L.C., its successors and assigns who are designated as such in writing by Declarant and who consent in writing to assume the duties and obligations connected therewith.
7. Declaration. "Declaration" shall mean this instrument together with the exhibits attached and made a part hereof and shall include such amendments, if any, to this instrument as may from time to

time be adopted pursuant to the terms hereof. This Declaration may be referred to in any other document as Ridgefield Property Owners' Association Declaration of Covenants, Conditions and Restrictions.

ARTICLE II PROPERTY RIGHTS

1. Owner Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress to and from the Common Areas, and such easement shall be appurtenant to and pass with title to every assessed Lot, subject to the following provisions:

- (a) Right of the Association to establish and publish rules and regulations governing the use, enjoyment and maintenance of the Common Areas and other facilities affecting the welfare of Association members.
- (b) Right of the Association, in accordance with its Articles and By-Laws, to borrow money to improve and maintain the Common Areas and facilities, and to mortgage said properties for that purpose.
- (c) Right of the Association to suspend voting rights and right to use of the Common Area of any Owner for the period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) Right of the Association, in accordance with its Articles and By-Laws, to upon request to dedicate or transfer all or any part of the Common Areas and facilities to any such requesting public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.
- (e) Duly designated officials and employees of Kane County and other governmental bodies having jurisdiction over the Subject Property shall have an easement to enter upon, and over the Subject Property, the Common Areas, and facilities for the purposes of maintaining the storm water drainage system and enforcing applicable health ordinances, rules and regulations of Kane County and governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by the Association. The grant of easements provided herein is not intended nor shall it relieve the Association from its responsibility to maintain the Common Areas and facilities and to maintain the storm water drainage systems located within the easement area.
- (f) Each Lot Owner shall have the sole and exclusive right to the use of that portion of his Lot upon which easement for landscaping, water detention or storm drainage is created. This sole and exclusive use by the Lot Owner is subject only to the permanent and perpetual right and

duty of the Association to maintain, restore and replace said landscaping or storm drainage system and area, and to the easement granted to the governmental bodies, pursuant to Paragraph (e) of this Section 1. The Lot Owner shall not change the grade and pitch of the storm drainage system and area except to cut and maintain grass located upon it. Lot Owners shall not excavate, fill or otherwise change any area of ponds, detention easements, drainage easements, road right of ways or landscaping easements without prior approval of Kane County.

(g) All easements herein described are easements appurtenant to, and running with the land. They shall at all times inure to the benefit of and be binding upon the undersigned, its grantees, and their respective heirs, successors, personal representatives and assigns, perpetually.

(h) Reference in any deed, mortgage, trust deed or any other recorded document to the easements, restrictions and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

2. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Areas to members of his family or contract purchasers who reside on his lot, and their respective guests and invitees.

3. Title to the Common Areas. The Declarant hereby declares, for itself, its successors and assigns, that it will convey to the Homeowners' Association fee simple title to the Common Areas and facilities located on the Subject Property, subject to covenants, conditions, and restrictions of record, public zoning laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity, or telephone and any other necessary utilities. If and when additions to the Common Areas are made, such additional Common Areas shall be conveyed to the Association, in fee simple title. Such fee simple title shall be free of all encumbrances and liens other than those noted herein. Title to the Common Areas shall be conveyed to the Homeowners' Association no later than the date thirty three (33) Lots in the Subject Property are sold and conveyed by Declarant to Owners.

Declarant shall maintain, at its expense, the Common Areas and facilities in the Subject Property, including, but not limited to, the front entryway treatment and the landscaped cul-de-sacs, until the time title to the Common Areas and facilities is conveyed to the Homeowners' Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Homeowners' Association and shall remain one so long as he remains an Owner of Lot subject hereto. Declarant shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Classes of Membership. The Homeowners' Association shall have two classes of voting membership.

Class A - Class A members shall be all Owners except the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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.

Class B - The Class B member shall be Declarant and shall be entitled to three (3) votes for each Lot owned, provided however, that the Declarant shall be entitled to only one vote per lot upon happening of either of the following events, whichever occurs earliest:

- 1) When Thirty three (33) of the Lots have been sold and conveyed by Declarant to Owners; or
- 2) Ten (10) years after the date the first Lot is conveyed by Declarant to another Owner; or
- 3) Upon written notice of election by Declarant to vote only one vote for each Lot owned sent to the Association as of the date specified in said Notice.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot (except as otherwise specifically provided by the provisions of Article IV, Section 7 hereof), by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Homeowners' Association for each Lot owned (or to a management company or other collection agency designated by the Homeowners' Association):

(a) annual assessments or charges to be paid in annual installments due on January 1 of each year (hereinafter called "Annual Payment Dates") or in such other installments as the Board of Directors of the Homeowners' Association shall elect; and

(b) special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected by the Homeowners' Association shall constitute the maintenance fund of the Homeowners' Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, but not limited to reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost 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 fell due.

2. Purpose of Assessments. Each Owner (except Declarant) shall pay to the Homeowners' Association assessments representing his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and facilities and landscape maintenance and vacant lot mowing. Said expenses shall be known as "Common Areas Area Facilities Expenses". The assessments levied by the Homeowners' Association shall be used to pay Common and facilities expenses. Assessments shall be used exclusively to promote the recreation, health, safety, morals and welfare of the residents on the Subject Property, for the improvement, repair, upkeep, taxes on and maintenance of the Common Areas facilities, and for the maintenance of vacant lots, all of which are within the purpose of the Homeowners' Association as provided by this Declaration. To the extent, if at all, that any assessments for any fiscal year are not expended by the Homeowners' Association, any such savings shall be applied by the Homeowners' Association in reduction of its budget and the annual assessments to the Owners for the following year, except with respect to amounts held by the Homeowners' Association as reserves which shall be deemed to be held by the Homeowners' Association in trust for the members for the uses and purposes for which such reserves have been established. Any interest of any Owner in and to such reserve funds shall be deemed appurtenant to such Owner's membership and shall automatically transfer and inure to such Owner's successor in interest.

3. Computation of Assessments. Payments of assessments shall be in such amounts and at such times as provided below.

(a) Until the first (1st) day of January following conveyance of the Common Areas and facilities to the Homeowners' Association, the annual assessments shall be \$1,200.00 Dollars per Lot sold or conveyed by Declarant to another Owner, with an annual increase of 3% per year.

(b) On or before December 31st of the year in which conveyance of the Common Areas and facilities is made to the Homeowners' Association, and on or before each November 1st thereafter, the Board of Directors shall estimate that total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to maintenance of the Common Areas and facilities and such other items as provided for herein and in the By-Laws of the Homeowners' Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for reserve for contingencies and replacements, and shall on or before December 1st of each year, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall also take into account any estimated net available cash income for the year from the operation or use of the Common Areas and facilities.

(c) All obligations of the Owners hereunder for assessments, special assessments or other levies by the Homeowners' Association pursuant to this Declaration or the By-Laws of the Homeowners' Association, shall be determined according to the calculations shown on Exhibit "B", a copy of which is attached hereto. On or before each of the Annual Payment Dates, each Owner (except Declarant) shall be obligated to pay the Board of Directors or as it may direct, an annual amount determined pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners with an itemized accounting of the

maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited pro rata to each Owner by applying any such excess, as the Board of Directors sees fit, to expenses and/or reserves for the subsequent year.

(d) If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or adjusted assessment on all Owners by a statement in writing, giving the amount and reasons therefor, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of ten percent (10%) of the approved assessment must be approved by two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for such purposes.

(e) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas facilities, including fixtures and personal property related thereto, provided that any such assessments in excess of a total of Ten Thousand Dollars (\$10,000.00) in any assessment year shall require the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose. Any such assessment shall be levied equally, per Lot against each Owner.

(f) The Board of Directors shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board of Directors, significantly reduced, then any supplemental budget or the next regular estimated cash requirements shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate. All Purchasers shall at the time of closing be assessed for six months (6) of assessments which sum shall be set aside in the reserve fund.

(g) The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance cost, necessary reserves or adjusted assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing semi-annual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.

(h) The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

(i) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or out lots or abandonment of his Lot. Each Owner shall be personally liable for the monthly assessment payment on the first day of each month unless otherwise provided in this document. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

4. Date of Commencement of Annual Assessments ("Due Dates"). The annual assessments provided for herein shall commence for all Lots sold by the Declarant on the date of the conveyance of each such lot. The annual payment of \$1,200.00 per Lot shall be adjusted according to the number of days remaining in the respective annual period after the date of conveyance. The Homeowners' Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Homeowners' Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment payments that are not paid when due shall be considered delinquent. If the assessment is not paid within ten (10) days after the Due Date, the assessment shall bear interest from the date of delinquency at an annual rate equal of twelve (12%) percent per year, and the Homeowners' Association may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Homeowners' Association) and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorney's fee for any such action(s) shall be added to the amount of such assessment and judgment.

6. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage on a Lot recorded prior to the date upon which such assessment became due and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall not extinguish the lien of all such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. Exempt and Partially Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority, and properties granted to or used by a utility company; and
- (b) all Common Areas.

Once an exemption is created pursuant to this subsection (7), it shall continue until such time as a conveyance is made to a Purchaser, at which time the exemption created hereunder shall cease and said Lot shall be subject to all terms and conditions of this Declaration.

ARTICLE V ARCHITECTURAL GUIDELINES

1. Architectural Control and Site Maintenance Requirements During the Construction.

Vintage, Inc. has been selected by the developer for the design and architecture of each home to be constructed on a lot, to ensure continuity and consistency in the architecture throughout the Subject Property. No dwelling, house or accessory building shall be erected on any Lot and no exterior alteration shall be made to any dwelling, unless and until the plans and specifications for it, showing the nature, shape, size, architectural design, materials, location, approximate cost and proposed landscaping, have first been submitted to and approved in writing by a committee consisting of one individual selected by the Homeowners' Association, and one registered architect or professional landscape architect selected by the Homeowners' Association (the "Review Committee"). All improvements (including porches and decks) per submitted plans shall lie within building setback lines, as provided for on the Plat of Subdivision. In addition:

(a) The section(s) of any roadway curb that will be used for driveway crossing purposes onto a Lot shall be marked by the Surveyor at the time the house is staked. All equipment and trucks should cross the curb only at the location(s) marked.

(b) During the course of excavation, and before any foundation or other construction work is commenced, the driveway should be cut and stoned.

(c) Protective fencing should be set up around all trees and septic field in the construction zone. Black or green construction fencing should be used. Orange construction fencing is prohibited.

(d) All roads must be clean of any mud, gravel, or any other debris at all times. Street cleaning will be charged to the builder at \$250.00 per occurrence without prior notice.

(e) Silt fencing is required around any disturbed area of vegetation to control erosion.

2. Plan Submittal. Plan submittal, review and approval shall be in accordance with the Architectural Guidelines for Ridgefield, as amended from time to time. A \$500.00 fee will be paid by the applicant for the plan submittal, review and approval. In addition, a performance deposit may be required at the time of final plan approval for purposes of insuring completion of the improvements in accordance with the approved plans. The deposit is also subject to damages and clean-up cost reimbursements. The amount of the performance deposit shall be in accordance with the provisions of the Architectural Guidelines. As part of its review process, the Review Committee shall have the right to approve or deny the Owner's selection of builder. Any proposed builder shall be required to complete an application for approval, which application may be obtained from the Review Committee. In addition, a list of pro-

approved builders shall be obtained from the Review Committee. All residences must be constructed within eight (8) years of purchase of a Lot by an Owner. All construction must be substantially completed within twenty-four (24) months of initial ground breaking on the construction. All construction sites shall be maintained in accordance with the Site Maintenance Requirements as provided for in the Architectural Guidelines, as amended from time to time.

ARTICLE VI LANDSCAPING

1. Landscaping Control. Everything Under the Sun Landscaping Corporation has been selected by the developer to design and install all landscaping for all of the homes on the Subject Property. Landscape designs for new construction shall be included with the initial plan submittal as detailed in the Architectural Guidelines for approval by the Review Committee. Landscape designs for areas of each Lot which lie outside of the building setback lines shall be prepared in accordance with the Ridgefield Streetscape Conceptual Landscape Plan, a copy of which may be obtained from the Review Committee. Landscape designs for areas of each Lot which lines within the building setback lines shall be consistent with the Ridgefield Streetscape Conceptual Landscape Plan. Landscape designs shall meet such minimum standards, including design criteria and tree preservation, as they are detailed in the Architectural Guidelines, and the installation and maintenance of such landscaping shall be in accordance with such requirements. The cost of landscaping for each Lot upon which a dwelling is erected, excluding the cost attributable to irrigation, water well, septic system or driveway, shall not be less than five (5%) percent of the estimated value of the dwelling.

2. Landscaping Review. All landscaping must receive approval from the Review Committee and, except as otherwise provided herein, shall be substantially installed within sixty (60) days of substantial home completion or within thirty (30) days of home occupancy, whichever occurs first. "Substantially installed" landscaping shall specifically include the installation of all specified turfgrass (sod). For homes completed or occupied between November 1st and April 15th, landscaping must be substantially completed by the following May 30th. Where landscaping is unavoidably delayed due to unseasonable weather conditions, erosion control methods shall be exercised to prevent siltation of roadways, ponds, storm sewers and off-site properties until such a time as permanent vegetative erosion control is established.

3. Landscape Maintenance. All individual landscaping must be maintained on a regular basis, weekly lawn mowing and weed control, trees and shrubs trimmed as needed and kept in a neat appearance. If an individual property's landscape is not maintained on a regular basis it will be subject to fines and penalties imposed by the Property Owners' Association as amended from time to time.

ARTICLE VII EXTERIOR MAINTENANCE

The Homeowners' Association shall maintain and keep in repair the Common Areas, including any improvements thereon, and specifically including any roadways which have not been dedicated, as well as the "park" and accompanying pond area, parking areas and storm water detention system, storm water

collection system, and the cost thereof shall be part of the Common Area Expenses. In addition, the Homeowners' Association shall plant, maintain, repair and replace, as necessary, landscaping and other improvements on the Common Areas facilities and shall plow all streets which are not dedicated. The drainage system area, detention areas, cul-de-sac, and facilities shall remain and shall not be filled or otherwise altered by the Owners in any way which would adversely affect the functioning of such drainage system areas, retention or detention areas.

ARTICLE VIII EXTERNAL CONTROL

1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. Development Activity. Notwithstanding any other provision herein, any owner, including the Declarant, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property.
3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be erected or placed on any Lot at any time either temporary or permanently, except the use of a portable toilet or other facilities, to be maintained in an orderly and sanitary manner during construction periods.
4. Signs. One construction ground sign will be permitted during construction and only after issuance of an official sign permit by the Review Committee, in addition to any permit required by Kane County. The sign shall not exceed five (5') feet in height or twelve (12') square feet in area, and may not be located closer than ten (10') feet to any Lot line. The sign may only display the name, address and telephone number of the architect and builder and shall be removed upon occupancy of the home. No other sign is permitted on any Lot at any time. Except as to Declarant, no Owner may erect on a Lot nor exhibit from a home erected on a Lot a "For Sale", "For Rent" or other sign except as specifically permitted herein.
5. Parking or Keeping of Vehicles. No vehicles are to be parked on any part of any Lot, except upon driveways or within attached garages and no campers, vans, pick-up trucks, recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. No parking shall be permitted on the streets except during the time of construction.
6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Dumpsters used during construction periods shall be emptied or removed when filled level to the top.
7. Driveways. All driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel and shall be patterned concrete, concrete paver or clay paver or asphalt with 18"

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ribbon of concrete or brick. Materials and colors shall be subject to approval by the Review Committee upon submission of a sample. No driveway shall be entirely comprised of asphalt or regular concrete. Minimum area of non-asphalt or non-regular concrete shall be determined by the Committee on a case by case basis. The width of the apron at the curb shall not exceed thirty (30') feet. Patios and stoops are to be finished with natural stone, concrete pavers, clay pavers, etc. Unfinished concrete is not permitted.

8. Lighting, Flagpoles and Similar Matters. All lighting conduit and fixtures must be concealed. All fixtures must be approved by the Review Committee prior to installation. All flagpoles must be approved by the Review Committee, may not exceed a height of twenty-five (25') feet, and may be used solely for the display of the flag of the U.S.A.

9. Building Standards. No dwelling shall be erected or maintained on a lot with gross interior living space of the dwelling (not including those portions of the dwelling below or partially below finish grade elevation, garages, balconies, sun roofs or porches) which is less than 3,500 square feet or greater than 8,000 square feet per residence.

10. Septic Systems and Drainage. No individual septic system or sewage disposal facility installed upon any Lot shall be installed with any of its components less than fifty (50') feet from the shore line or bank of any lake, stream or other body of water. All septic field designs are to be submitted at the time of final design submittals in accordance with the Architectural Guidelines. Front yard septic fields are discouraged. All Lots shall support septic systems in conformity with the ordinances, rules and regulations of Kane County, Illinois, pertaining to septic systems. All septic systems shall be approved by the appropriate agency or division of Kane County. Gutters and downspouts shall be copper or aluminum and compliment the color of the house. All gutter downspouts or sump pump discharge shall be tied into storm sewer system.

11. Accessory Uses and Structures. In-ground swimming pools, tennis courts, garden structures, outside fireplaces and barbecues are subject to the approval of the Review Committee and shall be constructed in accordance with the ordinances, rules and regulations of Kane County with respect to location, height, size and use. The Review Committee may impose additional requirements pertaining to these types of structures depending on the location, use and orientation of homes in the proximate area. The Review Committee shall impose requirements regarding building materials, colors and architectural style in accordance with this Declaration and in order to insure construction which is harmonious with the accompanying residence and the terrain. Above the ground swimming pools, storage structures, and parking areas are prohibited.

12. Garages. All houses shall have attached minimum three (3) car garages, which shall be side or rear loading. Garage doors shall be screened with sufficient landscaping to prevent direct vision of garage doors from adjacent Lots and the roadway. Separate garage doors shall be provided for each car space. The garage doors shall be wooden or decorative insulated aluminum.

13. Exterior Walls and Materials. Exterior wall materials may be a combination of two or more of the following materials:

(a) Masonry. Any use of masonry on the exterior wall area must be constructed of natural stone or brick. Imitation stone, imitation brick, exposed concrete, or exposed cinder block are not permitted for exterior wall areas. Brick may be used only in combination with another exterior material. All chimneys shall include detail to enhance the style of the house; chimneys shall have decorative caps at all flues.

(b) Cedar and Stucco. Exterior wall areas may be constructed of cedar or stucco, only in combination with brick and/or natural stone. In no case shall cedar or stucco, or any combination of cedar and stucco, be greater than twenty-five (25%) percent of the exterior wall surfaces. Aluminum or vinyl siding is not permitted. Prefabricated plywood or masonite panels such as stuccato board are prohibited. Exterior walls shall have a minimum of 2 x 6 construction.

14. Roof Construction and Materials. Roofs shall be constructed of slate, hand split cedar, sawn cedar shingles, architectural style asphalt shingles, or clay tile. All roof structures such as vents, plumbing vents or mechanical equipment are to be painted to match the roof and positioned behind the roof crown. Gutters and flashing shall be copper or color matched aluminum. No roof mounted antennae or towers are permitted. No satellite dishes over eighteen (18") inches are permitted. No skylights are permitted.

15. Windows and Skylights. All exterior windows shall have authentic divided lights or simulated divided lights and shall be color coordinated with exterior trim. Skylights are not permitted, dormers sized appropriately are recommended.

16. Height Restrictions. The height of any residence shall not exceed thirty-four (34') feet measured from the main entry level to the highest roof ridge with an exception for certain architectural elements that may exceed thirty four (34') feet but may not exceed forty five (45') feet. No flat roofs are permitted. All excavated material may be used to fill around the foundation and to raise the grade of the building pad no more than three (3') feet.

17. Mailboxes. One model of mailbox has been selected for all of the Lots within the Plat of Subdivision. All mailboxes shall be purchased from Declarant, and may not be altered or painted. The mailboxes shall be installed by Declarant and shall be maintained by the Association. Every home shall have one address stone 10" x 12" in size, with 8" black letters installed within the front masonry visible from the road.

18. Walls, Fences and Hedgerows. Retaining walls may not be constructed as part of the construction of the home and may not be used to create a walk-out basement design. Retaining walls shall only be constructed to retain the native topography of the Lot and not to retain any fill material. All retaining walls are to be constructed of natural stone. Wood timbers or manmade block walls are prohibited. No property fences may be erected or maintained except for purposes of screening patios, swimming pools, air conditioning equipment, utility and garbage areas. A plan including a drawing or sketch of such fences or enclosures must be approved by the Review Committee, prior to submittal for a permit from Kane County. Courtyard walls incorporating wrought iron and stone or brick may be permitted but must be constructed within building setback lines, and may be no greater than six feet in height. Cedar fencing, wrought iron fencing, and simulated wrought iron fencing are the only fencing permitted, no plastic or manmade materials.

19. Miscellaneous Controls.

(a) Air conditioning condensers and other mechanical equipment are not permitted in the front yard or adjacent to the facade of the home. Landscape screening and or fencing shall be used to hide mechanical equipment.

(b) No laundry may be dried out of doors.

(c) Exterior television and radio antennas and solar collectors are prohibited. Satellite dishes no greater than eighteen (18") inches in diameter are permitted on the roof or on the ground in rear yards and shall be sufficiently landscape screened so as not to be visible provided that all Kane County ordinances are complied with completely.

(d) Above ground swimming pools are prohibited.

(e) No solar power shall be permitted.

(f) No change in exterior colors or materials will be permitted without written consent of the architectural Review Committee or Home Owners' Association.

ARTICLE IX
EASEMENTS

The Common Areas are to be subject to utility easements in favor of any applicable governmental agency and/or public utility company for sewer, water, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not described for them prior to conveyance of the Common Areas and facilities, the Homeowners' Association may grant them later.

ARTICLE X
GENERAL PROVISIONS

1. Insurance. The Board of Directors shall have the authority to and shall obtain insurance for the improvements in or upon the Common Areas and out lots against loss or damage by, fire, vandalism and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost hereof. The Board of Directors shall also have the authority to and shall obtain comprehensive liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring the Association, Board of Directors, manager, managing agent and, with respect to the Common Areas facilities, also including the pond areas as shown on the Plat of Subdivision. The premiums for all insurance purchased pursuant to the provisions of this Section shall be Common and facilities expenses shall be paid at least thirty (30) days prior to the expiration date of any policy. Except as herein above provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such Owner shall deem necessary

on his own Lot and the contents of his own Lot, and his additions and improvements thereto, as well as his personal liability.

2. Management. Until such time as thirty-three (33) Lots have been sold and conveyed by Declarant to Owners, Declarant shall have the power, and thereafter, the Homeowners' Association, through its Board of Directors, shall have the power, to employ a manager (managing agent), an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and fix their compensation, and/or enter into a management agreement with a professional management company for the purpose of managing the Homeowners' Association. Any initial agreement entered into by the Homeowners' Association with a management company shall be for a period of not more than five (5) years, and any subsequent agreement entered into by the Homeowners' Association, shall be for a period of not more than one (1) year, renewable by agreement of the parties for successive periods of not more than one (1) year each, and shall provide for either party's right to cancel said agreement for cause upon the Homeowners' Association's written thirty (30) day notice to the other party, of its intent to do so.

3. Encroachments. If the improvements on any Lot shall actually encroach upon any, portions of the Common Areas facilities, or upon any portion of any other Lot, as the Common Areas and facilities are shown by the Plat of Subdivision, there shall be deemed to be mutual easements in favor of the respective Owners involved to the extent of such encroachments so long as the same shall exist.

4. Remedies. In the event of a default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Homeowners' Association, the Board of Directors shall have each and all the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed exclusive of any other remedy. All expenses of the Homeowners' Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common and facilities Expenses (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot or located elsewhere on the Common Areas and facilities. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Homeowners' Association or the Board of Directors.

5. Enforceability. All the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Homeowners' Association are mutually enforceable by and among the members of the Homeowners' Association, and where applicable by Kane County. Any member who feels that a provision is being violated may petition the Homeowners' Association to investigate the situation.

Should the Homeowners' Association determine that this allegation is true and that corrective action should be taken, the Homeowners' Association shall take whatever action is necessary to end the violation. Should the Homeowners' Association deem the allegation of violation as unworthy of action, or fail to investigate the alleged violation within thirty (30) days of notice, the complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

6. Land Trusts. In the event title to any Lot should be conveyed to a land title-holding trust, under which all powers of management, operation and control of the premises remain vested in the Trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any, such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest in the title to such real estate. Nothing in this Section 5 shall be deemed to alter or diminish the rights or remedies of the Homeowners' Association under Article IV, Section 5, relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

7. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five (75%) percent of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty-year (25) period or any extension thereof, which termination shall be written instrument signed by seventy-five (75) percent of the Owners and Kane County, Illinois, and properly recorded in Kane County, Illinois. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment must be recorded. The prior written approval of Kane County, Illinois, shall be required to amend the Declaration in any manner which would affect the provisions of the following portions of this Declaration: the Preamble, Article I, Sections 1 and 3 of Article II. Article V, Article VI, Article VII, Article VIII, and Sections 5, 6, 7, 8, 9, 12, 13, and 14 of Article X. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone except Kane County, Illinois, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Kane County, Illinois. Declarant further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision. Further, nothing contained in this Section shall have application to nor require consent for the Declarant's recording any Supplementary Declaration pursuant to the provisions of Section 10 of this Article relative to the annexation of additional properties.

8. Notices. Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Homeowners' Association or to any Owner at its respective address. Notices addressed as

above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

9. Severability. 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.

10. Rights and Obligations. The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mention thereof is made in said deed.

11. Rights and Duties of Institutional Holders. Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

(a) Upon written notice in the manner prescribed by Article X, Section 8, directed to the Homeowners' Association by any first mortgagee of a dwelling on a Lot, the following actions will require notice to all said institutional holders:

- (1) Abandonment or termination of the Homeowners' Association;
- (2) Material amendment to the Declaration, By-Laws or Articles of Incorporation; and
- (3) Termination by the Homeowners' Association of professional management and assumption of self-management by the Homeowners' Association.

(b) Upon request in the manner prescribed above of any first mortgagee of a dwelling on a Lot, the Homeowners' Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Homeowners' Association's rules or regulations which is not cured within thirty (30) days.

(c) Each first mortgagee of a dwelling on a Lot shall have the right to examine the books and records of the Homeowners' Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas or any portion thereof. First mortgagees may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Homeowners' Association. The Homeowners' Association shall have the authority to enter into an agreement reflecting the provisions of the

within subsection in such forms as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Homeowners' Association and binding upon it in favor of all such mortgagees.

(d) Institutional holders of first mortgages of a dwelling on a Lot shall, in addition, upon written request have the right:

- (1) to receive annual financial statement of the Homeowners' Association within ninety (90) days following the end of any fiscal year of the Homeowners' Association; and
- (2) to receive written notice of all meetings of the Homeowners' Association and to designate a representative to attend all such meetings.

(e) In the event of: (1) damage or destruction of any Common Area or facility or facilities, the cost to repair which exceeds Ten Thousand and No/100 Dollars (\$10,000.00); or (2) the Common Areas, or facilities becoming the subject of any condemnation or eminent domain proceeding, the Homeowners' Association shall give timely written notice of same to all institutional holders of first mortgage liens.

(f) No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Homeowners' Association, or any similar instrument pertaining to the Property or the dwellings thereon shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of dwellings pursuant to their mortgages, in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas, facilities or any portion thereof or interest therein.

12. Actions Requiring Three-Quarters Vote. Unless at least seventy-five (75) percent of the Owners and by the Declarant if the Class B membership has not theretofore terminated, have given their prior written approval, the Homeowners' Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or out lots, or any portion thereof or interest therein; except that the granting of easements for public utilities, the dedication to a public purpose consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Homeowners' Association;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

(d) Fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Areas and than one hundred percent (100%) of the insurable value (based on current replacement costs); or

(e) Use hazard insurance proceeds for losses to any improvements comprising a part of the Common Areas and out lots for other than the repair, replacement or reconstruction of such improvements.

13. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Section or subdivisions of another document or instrument.


14. Conflicts. In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, the terms and provisions of this Declaration shall control. In the event of any conflict between this Declaration and the Architectural Guidelines Manual, the terms and provisions of the Architectural Guidelines Manual shall control.

15. Perpetuities and Restraints on Alienation. If any options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Rod Blagojevich, Governor of the State of Illinois, and George W. Bush, President of the United States of America.

16. Septic Exculpation. Prior to the issuance of the building permit, the permitting authority will require evidence that the soil conditions for the lots in question permit the use of septic systems.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunder affixed as of the day and year first above written.

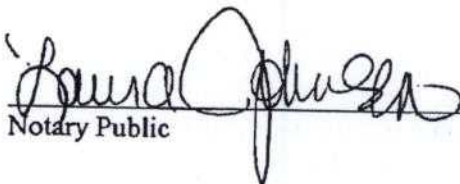
RIDGEFIELD OF HUNTLEY, LLC, an Illinois
limited liability company

By: 
Its: Sole Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Naim J. Elias II, as Manager of RIDGEFIELD OF HUNTLEY, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, who respectively appeared before me this day in person and acknowledged that he signed and delivered the within instrument as his free and voluntary act, and as the free and voluntary act of said Declarant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of November, 2005, at East Dundee, Illinois.


Notary Public

My Commission Expires:

6/11/07

(SEAL)



**RIDGEFIELD SUBDIVISION OF
HUNTLEY, ILLINOIS**

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 1 thru 32, 45, and Parcels A, B, C, and D of Ridgefield Subdivision, being a subdivision in the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 42 North, Range 7, East of the Third Principal Meridian, in the Township of Rutland, in Kane County, Illinois, according to the plat thereof recorded November 18, 2005, as document number 2005K138985.

**RIDGEFIELD SUBDIVISION OF
HUNTLEY, ILLINOIS**

EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The percentage of total annual assessment levied by the Homeowners' Association which is payable by each Lot Owner shall be 3.03% per Lot.