

**DECLARATION OF RESTRICTIONS FOR  
WHITE OAK ESTATES SUBDIVISION**

**LONG GROVE, ILLINOIS**

**Recorded in the Office of the Recorder of Deeds of Lake County, Illinois on  
January 21, 1988 as document no. 265038**

DECLARATION OF RESTRICTIONS FOR  
WHITE OAK ESTATES SUBDIVISION

The CAPITOL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated JANUARY 18, 1987, and known as Trust No. 1261, and PARKWAY BANK & TRUST COMPANY, as Trustee under Trust Agreement dated November 26, 1985, and known as Trust No. 7531, hereinafter referred to as Declarant, is the owner in fee simple of certain real property located in Lake County, Illinois, legally described as follows:

Lots 1 through 66, both inclusive, of White Oak Estates Subdivision, being a subdivision of parts of the South 1/4 of Section 13 and part of the Southeast 1/4 of Section 14, all inclusive, Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1987, in the Recorder's Office of Lake County, Illinois as Document 2630797.

That the Declarant for the purpose of enhancing and protecting the value and desirability of the Lots constituting such subdivision, and to provide for the maintenance of private roads and easements servicing said Lots, and the preservation and maintenance of the Conservation Easements and Scenic Easements, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which covenants shall run with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each property owner thereof.

ARTICLE I  
DEFINITIONS

"ASSOCIATION" shall mean and refer to White Oak Estates Subdivision Property Owners' Association.

Roads shall be defined as the private roads extending from both Krueger Road and McHenry Road to and through the subdivision and all tributaries therefrom.

Maintenance shall mean the exercise of reasonable care to keep the roads, landscaping, lighting and other related improvements in good and acceptable condition. The maintenance of the landscaping shall further mean the exercise of generally accepted soil and gardening management practices.

Member shall mean every person or entity who holds membership in the "ASSOCIATION".

Owner shall mean the record owner, whether one or more persons or entities who hold a fee simple title to any Lot that is part of the subdivision, but shall not include those holding title merely as security for performance of an obligation.

Conservancy Area shall mean those areas designated on the Plat as Conservancy Area, Easements or Detention areas.

Lake shall mean that area shown on the Plat as Drainage and Detention Easements.

## ARTICLE II

### MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

#### Section 1. Membership

Every owner of a Lot shall be a member of the "Association". Membership shall be appurtenant to and may not be separated from ownership of a Lot.

#### Section 2. Voting Rights

All members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for each Lot shall be exercised as they may determine among themselves. If said Lot is owned by a corporation, a designated officer of the corporation shall be entitled to said vote, and if said Lot is owned by a trust, the beneficiary of said trust shall be entitled to exercise the vote. In no event shall more than one vote be cast with respect to any Lot. Each Lot owner shall be entitled to one vote per Lot owned.

## ARTICLE III

### ASSESSMENTS

#### Section 1. Lien and Personal Obligation of Assessment.

Each Lot owner shall pay to the "Association" the annual assessment and any special assessments that may be established as provided herein.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on such Lot against which such an assessment is made. A sale or transfer of any Lot shall not affect the assessment lien except as provided in Section 6. Each such assessment, together with

interest, costs and reasonable attorneys' fees shall also be the personal obligation of the owner of the Lot at the time that the assessment fell due.

Section 2. Purpose of Annual Assessment.

The annual assessments levied by the "Association" shall be used exclusively for maintenance of the private roads and drainage ditches, and generally to promote the health, safety and welfare of the residents in the subdivision.

The Board of Directors of the "Association" shall fix the annual assessment after approval of the budget as provided herein.

Section 3. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the "Association" may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the roads and drainage ditches. Any such assessment must be approved by sixty (60%) percent of the members voting at such meeting.

Section 4. Notice and Quorum.

Written notice of any meeting for the purpose of approving the annual assessment, or any special assessment, shall be sent to all other members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. Seven (7) members shall constitute a quorum.

Section 5. Uniform Rate of Assessment.

A. Both annual and special assessments must be fixed at a uniform rate for all Lots, except if the Board of Directors determines damage to the road or a portion of the

road was caused by the actions of a particular member, the Board may assess that portion of the repairs caused by said actions to the member causing such damage.

B. Time for Fixing Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least (30) days in advance of the first day of the fiscal year of the "Association", and shall fix the date such amounts become due.

C. Notice. Notice of the annual assessment shall be sent to every owner thereto. The Board of Directors may provide for the assessment to be paid in installments.

D. Certificate of Status. The "Association" shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the "Association" setting forth whether the assessments against a specific Lot have been paid.

E. Default. Any assessment not paid within thirty (30) days after the due date shall be deemed a default and shall bear interest from the due date at the rate of 18% per annum. The "Association" may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. All costs and expenses incurred by the Association, including reasonable attorneys' fees and costs.

Section 6. Subordination to Mortgages.

The assessment lien provided herein shall be subordinate to the lien of any first mortgage. The transfer of any Lot pursuant to a mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the assessment lien as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV

USE RESTRICTIONS

In the event of a conflict between these restrictions and the provisions of the Village of Long Grove's ordinances, the more stringent standard or provision shall prevail.

The subdivision shall be occupied and used only as follows:

1. Each Lot shall be used as a private single family residence and no other purposes. No more than one dwelling shall be permitted on a Lot.

2. No dwelling shall be erected or maintained on any Lot unless said structure has a minimum of 3,000 square feet of livable floor area, that is excluding the floor area of garage and basements.

3. No sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the "Association", except customary name and address signs and law signs of not more than 5 square feet in size for advertising the property for sale.

4. Each owner at his own cost and expense shall repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction excepting normal wear and tear.

5. If all or any portion of residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to the appearance and condition immediately prior to the casualty.

6. Where there exists on any Lot or Lots a condition permitting the accumulation of storm water which remains over an extended period of time, the Lot owner(s) may with prior written approval of the Association or its designees and its successors and assigns, take such steps as shall be necessary to remedy the condition,

provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any Lot shall be made by the Lot owner in such manner as to cause damage to other property. Furthermore, any property owner(s) who are given permission to alleviate an existing drainage situation hereby agree to hold harmless and to indemnify the Association in any suit arising out of a situation involving drainage and/or storm water.

7. No television or radio transmitting tower, antennas or disks shall be placed anywhere on the Lot or attached to a structure.

8. The use of any driveway or parking area in front of any Lot as a parking place for a commercial vehicle, camper, boat or mobile home is prohibited. The term commercial vehicle includes any vehicle upon which is printed or carries a sign making a reference to any commercial undertaking or enterprise. No inoperable vehicle shall be permanently parked on any Lot except within the garage which serves the dwelling on the Lot.

9. All land within thirty-five feet of marshy areas, or designated on the plat of subdivision as "Conservancy District, Scenic Corridor or Woodland Conservancy Easement" shall be left substantially in its natural state. No construction or improvements may be made on this land. No cultivating or spraying shall be done or permitted unless approved by the Village of Long Grove.

10. Only riparian owners in the White Oak Estates Subdivision may use the lake. Riparian owners shall maintain the lands adjacent to the lake. No fence, wall or other structure shall be erected along the lake shore. No effluent of any type shall be discharged into the lake.

11. There shall be no access from any Lots which adjoin McHenry Road or Krueger Road to said McHenry and Krueger Roads except as shown on the Plat of Subdivision.

## ARTICLE V

### ARCHITECTURAL APPROVAL

No owner shall build any structure or make any structural alteration or shall undertake any exterior remodeling or addition to his residence which would substantially alter the exterior appearance thereof, or build any tennis courts, swimming pool or other structure without the prior approval of the plans and specifications thereof by the Board whose consent and approval shall be required, and such consent shall not be unreasonably withheld.

## ARTICLE VI

### ENFORCEMENT

The "Association" or any owner shall have the right to enforce by any proceedings in law or in equity the provisions of this Agreement. Failure by the "Association" to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses, including reasonable attorneys' fees incurred by the Association in the enforcement of these provisions shall be borne by the Lot owner who violated said provision.

## ARTICLE VII

### AMENDMENTS

The covenants and restrictions of this Declaration may be amended according to the instrument executed and acknowledged by not less than three-quarters of the members.

ARTICLE VIII

SEVERABILITY

Invalidation or removal of any of the provisions of this Declaration by decision of any court of competent jurisdiction shall in no way affect any of the other provisions and these shall remain in full force and effect.

CAPITOL BANK AND TRUST COMPANY,  
as Trustee under Trust Agreement dated  
January 18, 1987, and known as Trust No.  
1261,

PARKWAY BANK & TRUST COMPANY,  
as Trustee under Trust Agreement  
dated November 26, 1985, and  
as Trust No. 7531,