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PHYLLIS K. WALTERS  
RECORDER-MCHENRY COUNTY, IL

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RECORDING FEE 47.00

GIS FEE 15.00

RHSPS HOUSING FEE 10.00

Prepared by and after  
Recording return to:

Forest Ridge Homeowners Assn.  
P.O. Box 835  
Spring Grove, Illinois 60081

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MT

Space Reserved for Recorder's Office

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS RELATIVE TO  
FOREST RIDGE SUBDIVISION**

This Declaration is made this 11 day of FEBRUARY, 2011, by Forest Ridge Estates Homeowners Association ("Association").

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions relative to the Forest Ridge Subdivision (also know as Forest Ridge Estates) was previously filed with the McHenry County Recorder of Deeds as Document No. 2003R0103940 on August 4, 2003 ("Declaration") relative to the property which is legally described on Exhibit A which is attached hereto;

**WHEREAS**, ownership of the Association had previously been transferred to the Forest Ridge Estates Homeowners Association by KLM Builders, Incorporated, the Association now desires to amend the Covenants, Conditions and Restrictions to conform to this change in ownership.

**WHEREAS**, the Association desires to enter into this Amendment;

**WHEREAS**, the Association has approved this Amendment by the appropriate vote of the Association;

**NOW THEREFORE**, the Amendment is hereby approved as follows:

1. The above-stated recitals are incorporated by reference.

The Covenants have been revised to show the transfer of ownership of the Forest Ridge Estates Homeowners Association from KLM Builders, Inc. (owners of record) to the members of the Association.

2. The Covenants were revised to include: correction of typographical errors, incorporation of all prior recorded Amendments through January 1, 2011, and various elements necessary to conform to the ownership.

3. If not specifically amended or altered by this Third Amendment, the remaining paragraphs of the Declaration and the Amendment are still in full force and effect. In the event of a conflict between this Third Amendment and the Covenants, Conditions and Restrictions recorded as Document No. 2003R0103940 on August 4, 2003, and all related Amendments recorded through January 1, 2011, the provisions of this Third Amendment shall govern and control.

Dated this 11 day of FEB, 2011

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and acknowledged as of the day and year first above written, and to be submitted to the McHenry County Recorder of Deeds, to be recorded in the title records pertaining to the property.

**Forest Ridge Estates Homeowners Association.**

ATTEST:

By: [Signature]  
Treasurer  
By: [Signature]  
Secretary

STATE OF ILLINOIS)  
COUNTY OF MCHENRY

I, the undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Geryol personally known to me to be the Treasurer of the Forest Ridge Estates Homeowners Association, an Illinois Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that as such Treasurer, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11<sup>th</sup> day of February, 2011.

Notary Public [Signature]  
Commission Expires 03/15/2014



**Exhibit A**

**FOREST RIDGE SUBDIVISION  
(Also known as Forest Ridge Estates)**

**The Southwest Quarter of Section 11, Township 46 North, Range 8 East of the Third Principal Meridian (excepting the North 600.0 feet thereof); also, the West half of the Southeast Quarter of said Section 11, (excepting the North 600.0 feet thereof). In McHenry County, Illinois**

# **Forest Ridge Subdivision**

(Also known as Forest Ridge Estates)

## **DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS**

**THIS DOCUMENT INCLUDES ALL  
AMENDMENTS AS OF THE RECORDING  
DATE OF THIS DOCUMENT.**

**WITNESSETH:**

Whereas, Forest Ridge Estates Homeowners Association is the owner of Record of all of the described real estate: All of Forest Ridge Subdivision, also known as Forest Ridge Estates, (The Plat Recorded name is Forest Ridge Subdivision) being a subdivision in McHenry County, Illinois, more fully described in Exhibit "A" Which is attached hereto and made apart hereof.

WHEREAS, it is the intention and desire of the Association that Forest Ridge Estates, be developed and maintained in an orderly manner with due regard for aesthetic considerations, preservations, and enhancement of property values and protection of the health and well being of its inhabitants. Accordingly, in furtherance of such intention and desire, it is the present purpose of the Association hereby to fix and establish certain restrictions with respect thereto and also declare, grant, and reserve certain easements and rights as hereinafter set forth.

**NOW, THEREFOR** inconsideration of the premises, the Association does hereby declare and make known:

**1. Duration:** Until August 1<sup>st</sup>, of 2028, each and every lot in the subdivision as listed above and as shown on the plat recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, on the 1<sup>st</sup> day of August, 2003, as Document No. 2003R0103177 & 2003R0103178 shall be

subject to the following restrictions which shall be construed as a covenant running with the land; and for and during an additional period of twenty-five (25) years from and after such first mentioned date, each lot heretofore mentioned shall continue to be subject to such restrictions until and unless the owner or owners of seventy-five percent (75%) in number of such lots in the subdivision shall file in the Office of the Recorder of Deeds, McHenry County, Illinois, a written statement signed and acknowledged by such owner or owners stating that such restrictions or certain thereof shall become ineffective prior to the end of such additional period in which event such restrictions, or those specified in such written statement, shall become ineffective on the date stated in such written statement.

**2. Vacant Property:** Owners of all vacant and unimproved lots and plots now existing or which hereafter shall exist in Forest Ridge Estates, shall keep them in good orderly and sightly condition and shall prevent them from becoming a nuisance and detriment to the beauty of Forest Ridge Estates, and to the value of the improved property therein; action may be taken with reference to such vacant and unimproved lots and plots as may be necessary or desirable to keep them from becoming such nuisance and detriment. The owners of vacant lots shall be responsible to maintain the unimproved property up to the street and keep the same free from rubbish and debris accumulation and to keep lots mowed at regular intervals.

**3. Architectural Approval:** All construction plans and specifications showing the location of the structure on the particular lot must be submitted to the Architectural Committee. The Architectural Committee shall consist of a Chairman and members of the Board of Directors as deemed appropriate by said board. Prior to the commencement of any construction, the landowner shall submit to the Architectural Committee preliminary sketches for the proposed improvements which sketches shall set forth the basic floor plan, with the four (4) elevations, the exterior materials proposed to be used, along with the color selections. The owners shall use materials and colors suitable for the individual residence as well as in harmony with the surrounding homes in the subdivision. After approval of the preliminary sketches, final plans and specifications shall be submitted for approval prior to commencement of any construction. Architectural Committee approval is a condition precedent to the commencement of any construction in Forest Ridge Estates. The Architectural Committee and the Board of Directors shall have sole discretion for approval or disapproval of allowed uses in the subdivision.

All submittals for architectural approval should be sent to Forest Ridge Estates Homeowners Association, Post Office Box 835, Spring Grove, Illinois, 60081- 0835.

**4. Land Use:** All lots shall be used exclusively for residential purposes designed for single-family occupancy.

**5. Building Locations:** No building, structure, erection or construction of any kind or size whatever, or any part thereof, shall be permitted in the front or side yards established by the front or side building set back lines depicted on the survey of lots, whether at ground level, or above, or below the same.

\* For the purposes of this covenant, steps, breezeways, and porches shall be considered as a part of the building and shall not extend beyond the buildings set back lines. Any portion of the eaves in excess of one and one half feet (1 ½') are to be considered as part of the building in regard to side building set back lines, side yard and rear yard requirements.

**6. Dwelling, Quality and Size:**

**A.** The finished floor area of a single family dwelling, exclusive of porches, basements, breezeways and garages shall not be less than 2,000 square feet total living area for a one-story, single family dwelling and 2,400 square feet total living area for a two story single family dwelling and not less than 2,400 square feet total living area for a single family dwelling of multi levels. All dwellings must contain a minimum of 1,400 square feet on the main level. No building shall exceed two and one-half stories in height. Any building, structure or addition constructed on the lot must first be approved by the Architectural Committee.

**B.** A three-car or larger garage shall be built at the same time as the private residence and must be built as an integral part and permanent part of said residence and attached thereto. However, no garage shall be larger than a four-car garage.

**C.** No modular, prefabricated or log homes shall be allowed. All roofs must have a minimum pitch of 6/12. Each residence must have at least (three) 3 roof ridges.

**7. Materials:**

**A.** Exterior construction materials shall be limited to wood, brick, stone or stucco veneer. Cedar fascia, aluminum (.024 Min thickness) and cementitious sidings are the only exterior siding materials the Architectural Committee will allow. Plywood, most other composite siding and many other types of aluminum shall be prohibited. Roofing materials shall be limited to asphalt, cedar or slate. All siding, roofing materials and colors require Architectural Committee approval.

**B.** All homes that are constructed must have a minimum of 30% brick, stone or cultured stone on the front elevation. The brick, stone or cultured material require Architectural Committee approval. No reduction in the aforementioned percentage is permissible. This cannot be waived by the Architectural Committee.

**8. Driveways:** Access driveways and other paved areas for vehicular use on a lot shall be constructed of blacktop, paving brick or concrete. Access driveways are to be completed at the time of occupancy, (weather permitting). Location of such access driveway and culvert shall be submitted to the Architectural Committee as part of the plans and specifications for structures, as here in above provided and shall be subject to approval by the Architectural Committee.

Construction of any structure shall not be commenced until a culvert has been put in place for any lots without curb and gutter on the street. The culvert must be capped at both ends with flared-end sections; no concrete headwalls are permitted.

**9. Landscaping:** All lots including street and public utilities easements must be final graded prior to occupancy of any dwelling. Seeded lawns, sod and initial required trees shall be installed within 6 months of occupancy. Those homes that receive their final occupancy after November 15<sup>th</sup> of any year will be granted an extension until June 1<sup>st</sup> of the following year. Owners must plant within six months after occupancy a minimum of three trees in the front yard, such trees are to be a minimum size of two and one-half inches in diameter. Homeowners must maintain their lawn and all public easements that are within their property lines.

Lawns and easements shall be maintained in a condition to assure that they meet all local and Village Standards.

**10. Mailboxes:** Each lot owner shall install and maintain a mail and newspaper receptacle of an acceptable design as approved by the Architectural Committee and at locations to be approved and designated by the Spring Grove Postal Service.

**11. Fences:** “No fences shall be constructed upon any area within Forest Ridge Estates, except pool fences and dog run fences. All existing approved fences shall remain approved and are to be kept in good repair. All existing western cedar fences are to be stained complementary to the main structure. Swimming pool fences, constructed to create a pool enclosure required by law, will only be considered for approval, if it does not exceed fifteen feet (15’) in distance from the perimeter of the outer rim of the pool, is four feet (4’) in height, is constructed of ornamental aluminum with a flat top rail, and black or bronze in color. All dog run fences shall be a maximum of six feet (6’) in height, of western cedar material, one inch by six inch (1” x 6”) vertical solid board privacy fencing, no greater than ten feet wide by fourteen feet long (10’ x 14’), and must abut the house or garage. Prior written approval for the construction and placement of pool fences and dog run fences is required from the Architectural Committee.

**12. Trees:** No tree may be removed or cut if diameter is in excess of six inches (6”) without prior approval by the Architectural Committee. Buckthorn of any size may be cut or removed.

**13. Livestock and Poultry:** No animals, livestock, horses or poultry of any kind shall be raised, bred, kept on any lot, except that dogs, cats and other household pets may be kept, bred or maintained only for non-commercial purposes. Household pets to be kept by the owner of any lot shall not exceed four (4) in number.

**14. Storage Tanks:** No exposed tank for storage of fuel or for any other purpose may be maintained on any of the lots hereby restricted above the surface of the ground.



**15. Swimming Pools:** No swimming pool of temporary or collapsible construction, nor one that is portable or moveable, nor one that is constructed in such a way as to hold water above ground level of the surrounding terrain shall be permitted. In ground pools will only be permitted. The owner shall submit completed plans and specifications to the Architectural Committee for approval prior to construction.

**16. Satellite Dishes:** Satellite dishes will be permitted. No satellite dish larger than 20" in diameter is allowed. Under no circumstance will a satellite dish be allowed in front yards or on the front of the house.

**17. Storage Sheds:** Prior to construction of any storage shed, the lot owner shall submit complete plans, locations and specifications to the Architectural Committee for approval. All sheds can be no larger than twelve feet by fourteen feet (12' x 14'). The building materials of all sheds must have the similar appearance and color as the existing residence on a particular lot.

**18. Occupancy:** Any structure on any lot in this subdivision shall be completed before it shall be occupied or used for residential purposes and must be completed within a reasonable time from the date construction is started. But in no event shall construction time be longer than 1 year.

**19. Resubdividing of Lots:** Any lot or lots in this subdivision shall not be divided or resubdivided into smaller lots or parcels of land. Should it be determined that any lots are unbuildable, said lots may be resubdivided upon the consent of the Architectural Committee to enlarge abutting lots, as long as the re-subdivision is done in compliance with the applicable ordinances of the Village of Spring Grove. The builder, KLM Builders Incorporated, its successors or its assigns will take no action to further resubdivide any lots without the express consent of the Architectural Committee.

**20. Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No obstructions shall be permitted, and no improvements or planting shall be erected, installed or maintained, other than a grass lawn and trees. Shrubbery or flower bed will be allowed at the homeowners risk on utility

and drainage easements. No compensation may be claimed for damage incurred from planting or improvements from the installation, repair or improvement of any utility or drainage facility within such easements.

**21. Storm Water Detention and Drainage:** Each of the lot owners shall not in any way obstruct or restrict the natural flow of the drainage and storm water detention for the subdivision. The storm water detention and drainage of this subdivision is engineered to preserve the natural state of the property, and no obstruction shall be created or caused by any lot owner. The Architectural Committee, any individual lot owner or the Village of Spring Grove shall have the right to prevent any obstruction to the natural flow of the drainage and/or storm water detention within the subdivision. Any lot owner or resident who violates this covenant shall be liable to the Association, individual lot owner or the Village of Spring Grove for all costs of their respective engineering fees, attorney fees and all costs of enforcing this agreement. Surface water detention/retention areas excluding the pond, piping, manholes and catch basins located on lot 87, the pond, piping, manholes, French drains and catch basins on Outlot A, all other common areas depicted on a final plat shall be maintained at all times by the Association and/or the property owners within the subdivision. If the homeowners association and / or property owners within the subdivision fail to or neglects to perform said obligations, then said entities/individuals may consent to the activation of the dormant special service area that has been created and recorded over the entire subdivision. The homeowners association and/or property owners agree to take any and all steps necessary to make sure that the special service area is activated and shall pay all assessments as required to provide funds sufficient to maintain the common areas, with the exception of the pond, piping, manholes and catch basins on lot 87, the pond, piping, manholes, French drain and the catch basins on Outlot A. The Association will maintain other outlots and common areas within the subdivision and pay for and/or reimburse the Village of Spring Grove for said maintenance costs, including , but not limited to engineering and legal fees. In addition, Association and/or property owners within the subdivision authorize the Village of Spring Grove (although the Village of Spring Grove is not obligated to do anything) to enter upon the property in question and repair and maintain said areas. The responsible party for the assessed costs and expenses will be determined prior to execution. Sufficient notice must be provided to the Association. The Village or Homeowners Association and / or individual property owners within the subdivision can file a lien against such properties for the amount due in the Office of the Recorder of

Deeds in McHenry County, Illinois, and further prosecute any action against the Association, the Village of Spring Grove and / or individual lot owners to obtain reimbursement for said expenses and costs, if sufficient notice was given to said parties. This provision shall run as a covenant with the land for the benefit of the Village of Spring Grove and cannot be modified or otherwise amended or altered without the consent of the Village of Spring Grove, in writing,

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

Further, Spring Grove shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association and/or individual property owner, although notice shall not be required in the event that Spring Grove determines that the failure of maintenance constitutes an immediate threat to public health, safety, and welfare. If the Association and/or individual property owner fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, Spring Grove shall have the right to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the on-site detention improvements and the open space. If Spring Grove deems it necessary to perform such service, it shall be entitled to complete reimbursement, including all reasonable costs and attorneys fees from the Association and/or homeowner. The amount of reimbursement, if unpaid after a reasonable time of being incurred, shall constitute a lien against the Association, or any individual lot owner or member of the Association. The easement described herein is an easement appurtenant, running with the land: it shall at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

**22. Signs:** No sign of any kind shall be displayed to the public view on any lot. One sign of not more than nine square feet to advertise the property for sale is permitted. No sign advertising any builder, trade, or service shall be permitted. KLM, the developer and builder may erect signs on any lot that they may own and on outlots in the subdivision for marketing the property for sale.

( This provision may not be amended without the express written consent of KLM Builders, Incorporated.)

**23. Mining Operations:** No quarrying, mining, oil or gas drilling operations shall be conducted on any lot. The lots shall not be used or excavated for gravel pits. Gravel shall not be mined or removed from the same for any purpose whatsoever except to the extent necessary to grade said lots properly for the erection of approved foundations and basements.

**24. Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sightlines 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 lines and a 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.

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.

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

**25. Land Near Water Courses:** No building, nor any material or refuse shall be placed or stored on any lot within fifty (50) feet of any edge or open watercourse.

**26. Parking:** No trailers, buses, trucks, boats, recreational vehicles, construction equipment, inoperable vehicles, unlicensed vehicles, or similar articles shall be stored or placed temporarily or permanently on any lot. Exemptions from this provision would be construction equipment necessary and incidental to actual construction or excavation of any lot. Furthermore, any vehicle that is otherwise permissible shall be excluded if said vehicle exceeds 6 feet in height and/or 20 feet in length.

**27. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash containers shall be hidden from view at all times other than on garbage collection days.

**28. Deed:** Each grantee of the owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, covenants, easements and reservations and the jurisdiction, rights and powers of the owner, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inured to the benefit of such owner in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance. Enforcement of the provisions hereof by any such owner, as aforesaid, shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any thereof either to restrain violation, to remove such violation or to recover damages.

**29. Waiver:** No restrictions imposed shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.

**30. Invalidity:** The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction of provision, shall not impair or have effect on the remaining provisions hereof.

### **31. Forest Ridge Estates Homeowners' Association**

**A. Creation and Purposes.** There is an existing Illinois not-for-profit Corporation known as the Forest Ridge Estates Homeowners Association (hereinafter referred to as the "Association"), serving Forest Ridge Estates. The Association's purpose shall be to insure high standards of maintenance and operation of all property in Forest Ridge Estates now or hereafter, for the common use of all owners of property therein. All Improvements are to ensure that the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of this subdivision and other property in Forest Ridge Estates heretofore or hereafter subject by The Association to the Covenants.

**B. Membership and Voting.** Every record owner of a fee simple interest in this subdivision and other property in Forest Ridge Estates, combined heretofore or hereafter subjected to the Covenants contained in this Section, shall become and be a member of the Association, and each such member shall be entitled to one vote for each lot owned by him/her or it on each matter submitted to a vote of members, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Anything herein to the contrary notwithstanding, each full platted lot on a plat of subdivision shall be deemed a separate lot, entitling the owner thereof to one vote for each such full lot owned.

A majority of the total number of votes available to all members of the Association shall be required for the creation/revision of the Covenants and the rules of procedure for the Association, except as contained in This Section:

1) To manage, control and maintain the entry treatments, deed restricted open space, berms along Clark & North Solon Roads, and the entry island.

2) To the extent such services may not be provided by any governmental body:

a) To care for, spray, trim, protect, and replant trees in other common areas where trees have once been planted, and grass in the parkways which are in the streets and in the open space or areas set aside for the general use by the owners.

3) To mow, care for, and maintain vacant and unimproved property and to remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved Property and parkways in front of any property neat in appearance and in good order.

- 4) To provide for the maintenance of the Open Space and for the care and maintenance of facilities in any public street (Outlot B) or on any land set aside for the general use of the property owners.
- 5) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by the Association.
- 6) To make such improvements to the open space and provide such other facilities and services as may be authorized by the Association Board of Directors.
- 7) To create and manage financial reserves to provide for the foregoing duties.
- 8) To hire contractors to perform any of the functions undertaken by the Association.
- 9) To borrow money in reasonable amounts for Association purposes.
- 10) To purchase liability, directors and officers errors and omissions, and all other such insurance as may be deemed necessary by the Association.
- 11) The Association shall be responsible to maintain and preserve all common areas, which are not owned by the Village of Spring Grove.
- 12) The by-laws will be created and approved by the Association Board in compliance with the Covenants.

**C. Method of Providing General Funds.** For the purpose of providing a general fund to enable the Association to exercise the powers and make and maintain the improvements and render the services provided for, an assessment shall be levied, assessed, and collected from the owner of each lot in the Subdivision. The amount required will be determined per year based upon the approved budget. The amount of the homeowner's dues can change at any time, by a majority vote of the Board of Directors, not to exceed 20 % of the current assessment.

- 1) The Association shall determine for each year the total amount required for such year. If such amount or any portion thereof, is approved by a

majority of the total number of votes available (in attendance) to all members of the Association, then the Association may levy an annual assessment for property in the arrears over which it has jurisdiction. Each owner of a lot shall be assessed an equal amount for each lot owned. The budget shall be divided by the number of sold lots and the resultant figure assessed to each lot as the annual assessment.

2) In the event of failure of any lot owner (other than Declarant) to pay any assessment on or before thirty (30) days following notice to such owner of such assessment or the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of eight hundred (800) basis points over prime rate at J P Morgan Chase Bank of Chicago from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof in the principal amount owing plus interest and collection costs. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and / or a lien placed on said real estate. The Association may, at its discretion, file Certificates of Nonpayment of Assessments in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each Certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a processing fee of fifty dollars (\$50.00), which fee is hereby declared to be part of the collection costs. In addition, the homeowner shall be responsible for all costs associated with the subsequent release of said lien. The Association has no authority to extend forbearance on the amount past due.

#### **D. Expenditures Limited to Assessment for Current Year.**

The Association shall not expend more money within anyone-year than the total amount of the assessment for the particular year, plus any reserves which it may have on hand, with the exception of improvement loans.

1) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of any of the areas required to be maintained by the Association hereunder, including fixtures related thereto. Any such assessment must be approved by a majority of the members of the Association in attendance at a special meeting.



**E. Improvement Loans.** The majority of the members (in attendance at a special meeting) of the Association can at any time approve of borrowing funds for the purpose of improving common areas or Association owned parks.

**F. Payments of Assessment shall be in such amounts and at such times as provided below:**

1) Upon each sale or transfer of any vacant lot or home from the Declarant or from any future Owner, including the sale of a beneficial interest in a land trust or such similar transfer intended to directly or indirectly best a person or entity other than the Owner with use and ownership of the Lot, (except transfers by foreclosure, death or to the same real party in interest such as a conveyance into a land trust where the grantor is the majority beneficial owner of the trust), there shall be paid to the Association the sum of two hundred dollars (\$200.00) by each new homeowner as an ("Transfer Fee").

**A) Annual Assessment**

The Board of Directors shall on or before November 30th of each year, notify each Owner in writing as to the amount of such estimate, with a reasonable itemization thereof, all obligations of the Owners hereunder, including, but not limited to the Common Expenses, for assessments, special assessments or other levies by the Association, pursuant to this Declaration or the by-laws of the Association, shall be determined by dividing the amount of such assessment, special assessment or levy by the number of Lots subjected to the terms and conditions of this Declaration. Commencing on April 1<sup>st</sup> of the ensuing year, the new annual assessment or charges as calculated above are to be paid in full.

**B)** If a new owner takes title to a lot from the Developer/ lot owner after July 1<sup>st</sup> of any given year, said Owner shall be responsible for One-half of the annual assessment for said Lot (in addition to the Transfer Fee). Otherwise, the owner shall be responsible for the entire year's assessment. The first years dues shall be payable at closing. The Transfer Fee shall be due at the time of closing. Notwithstanding anything to the contrary in this Declaration, the Developer or Declarant shall have no obligation to pay assessments.

**C)** On or before the date of the annual meeting of each calendar year, the Board 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.

If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board shall serve notice of such further or adjusted assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further or adjusted assessment shall become effective sixty (60) days after the delivery or mailing of such notice. Any increase in the annual assessment in excess of twenty percent (20%) of the approved assessment must be approved by two-thirds (2/3) of homeowners in attendance at a meeting duly called for such purpose.

i. The failure of the Board 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 costs, 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 homeowner or responsible party shall pay the biannual charge at the then existing rate established for the previous period until 30 days after notice of the revised assessment payment shall have been mailed or delivered.

ii. The Board shall keep full and accurate accounting records in chronological order of the receipts and expenditures affecting 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.

iii. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

### **32. All Common Areas:**

No motor propelled bikes, vehicles, or horses may be used for any purposes in any of the common areas. Hunting is also prohibited in any of

the common areas. Dogs must be leashed at all times and shall not be allowed to run loose in any of the common areas. Common areas as referred to above shall include those areas as delineated on the plat of subdivision.

**33. Modification:** Except for those covenants set forth herein which give rights or otherwise benefit the Village of Spring Grove, the undersigned or successors there to shall have the right from time to time hereafter to make all reasonable and necessary modifications, changes and alterations and additions with respect to the Covenants and Restrictions herein contained, PROVIDED, HOWEVER, that any modifications, changes, alterations and additions shall be made only by an instrument in writing signed by the Association and recorded in the office of the Recorder of Deeds of McHenry County, Illinois. The Association may modify the Covenants, Conditions and Restrictions herein contained only by the affirmative majority vote of the Homeowners.

**34. Assignability:** The rights, privileges and powers hereby retained by the owner shall be assignable to, and shall inure to the benefit of, his successors and assigns.

**35. Amendments:** The Association reserves the right to add additional land to these Covenants.

**36. Enforcement:** The Association shall have the right to enforce the Covenants and Restrictions contained herein and each provision thereof by way of injunctive relief or at law. The election of remedies chosen hereunder shall not prohibit the enforcement of any clause or any proviso contained herein by any other method allowed in law or equity.

**37. Deed Restricted Open Space and Wetlands:** Deed Restricted Open Space is shown on the Plat, the Final Development Plan, and the Landscape Plan. The Final Plat identifies specific natural resources located within the Deed Restricted Open Space areas, which the lot owner is required to protect. The following activities are prohibited in any area designated as "Deed Restricted Open Space" on any lot:

A. In any Deed Restricted Open Space Area: The construction of any physical improvement or placement of any tangible personal property in said areas. Planting of natural plant species as specifically approved by the Associations Board of Directors are permitted.

**B.** In any Deed Restricted Open Space area containing a mature woodland or a young woodland tree clearing or cutting is not allowed. Removal/cutting of unwanted vegetation including buckthorn is allowed, provided said is approved by the Associations Board of Directors.

**C.** Deed Restricted Open Space area containing a wetland, floodplain, drainage way, pond, retention/detention pond:

1). The dumping or placing of any physical improvement or placement thereon of any tangible personal property, including the depositing of any kind of fill material.

2). The excavation, dredging, removal of loam, peat, gravel, soil, rock, or other material substance, or otherwise altering the topography in any manner as to affect the surface or to otherwise alter the flood plain, wetland, except for the drainage improvements on the subdivision engineered drawings.

3). Any activity that would affect drainage, flood control, water conservation, erosion or soil conservation, or fish and wildlife habitat preservation, and any draining of the wetland.

The Village of Spring Grove shall have the right, without the obligation, to enforce these obligations and prohibitions set forth herein and shall be awarded its attorney's fees and costs incurred by it to enforce this provision.

The Owner shall install signs, which advise the public that the relevant area is Deed Restricted Open Space.

**38. Note to Property Owner:** All property owners should review the relevant provisions of the Village code of the Village of Spring Grove before conducting any activity on their lot. Compliance with the terms and provisions of these covenants does not, necessarily, mean that the proposed activity is authorized under the Village Code. Compliance with the Village code of the Village of Spring Grove is mandatory.

**39. Landscaping Easements:** The following lots are included in a Landscaping Easement:

Lot 1, 18, 19, 36, 37, 38, 39, 40, & 82.

Any modifications, plantings or maintenance by homeowners in the designated landscaping easements are strictly prohibited on these areas. The Association is responsible for any modifications, plantings or maintenance of the landscaping easements only.

**40.** KLM Builders, Inc., its successors, assigns or any other owner of an unimproved lot, agree to build in the Forest Ridge Estates development, homes of which design does not materially affect those homes now designated as Estate Homes, or Premier Homes by KLM Builders. Those homes designated in the Signature or lesser series of homes are expressly forbidden.

**41.** The Builder, KLM Builders, Incorporated, its successors or its assigns relinquishes the right to modify these covenants, conditions, and restrictions, so as to change the restrictions associated with Dwelling, Quality, Size and Materials from this point forward. The only modification to Dwelling, Quality or size without express consent from The Architectural Committee in Forest Ridge Estates is to increase the size required, increase the brick requirement, increase the number of required roof ridges, or increase the minimum pitch requirements. Any other modification must be expressly approved by the current Architectural Committee.

**42.** Maintenance of the septic systems for lots 85,86,87,88,89,90,91,92,93,94,95,96,97,98 & 99 shall be taken care of by each individual lot owner whether the repair is needed in the area of septic tanks, dosing tanks, trenches, or any other component of the septic system particularly if the item needing maintenance is located in the force main easement located beyond its deeded lot. It shall be incumbent upon the Association at their expense to weed and mow as the Association would for any open spaces or outlots.

**43 .** The developer/builder, KLM Builders, Incorporated, has the right to erect, maintain, show and advertise a model/spec home on any property they may own in the subdivision. (This provision may not be amended without express written consent of KLM Builders, Incorporated.)

## **Exhibit “A”**

### **Forest Ridge Subdivision (Also known as Forest Ridge Estates)**

**The Southwest Quarter of Section 11, Township 46 North, Range 8 East of the Third Principal Meridian (excepting the North 600.0 Feet thereof); also, the West half of the Southeast Quarter of said Section 11, (excepting the North 600.0 Feet thereof), in McHenry County, Illinois.**

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