

OAK RIDGE FARM
HOMEOWNERS ASSOCIATION

COVENANTS, BY-LAWS,
AMENDMENTS
AND SOLAR ENERGY POLICY

AS OF 11/9/2021

Kane County Recorder

Document # 94K021980

Date recorded 3/11/1994

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS FOR
OAK RIDGE FARM SUBDIVISION
PLATO TOWNSHIP, KANE COUNTY, ILLINOIS

This Declaration is made this ~~26~~ day of Feb, 1994, by Russell Road/Oak Ridge Development Corp., an Illinois Corporation (hereinafter referred to as "Declarant").

FILED FOR RECORD
KANE COUNTY, ILL.

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RECORDED

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the Township of Plato, County of Kane, State of Illinois, which is known as Oak Ridge Farm Subdivision according to the Plat thereof recorded with the Recorder of Deeds, Kane County, Illinois on March 11, 1994, as Document No. 94K021979, and more fully described on Exhibit "A" attached hereto and specifically incorporated by reference herein, and hereafter referred to as the "Development"; and

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WHEREAS, development standards and protective covenants are essential to insuring the quality of a residential development; and

WHEREAS, the Declarant wishes to ensure that their concept for the Development, of single family residential subdivision, is assured; and

WHEREAS, Declarant intends to convey the Development, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as herein set forth; and

WHEREAS, Declarant intends to grant certain landscape easements, drainage easements and conservation easements and to convey common areas to the "Oak Ridge Farm Homeowners Association" (hereinafter defined as the "Homeowners Association"); and

WHEREAS, Declarant deems it desirable for the efficient preservation of the value and amenities of the subject development to create the Homeowner's Association to maintain the Common Areas and Easements and any improvements thereon, and to administer and enforce the covenants, conditions and restrictions and to collect and disburse the assessments and charges herein created.

NOW THEREFORE, the Declarant hereby declares that all of the Development shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. Said easements, covenants, conditions and restrictions shall run with the land and shall be binding upon the Declarant and upon all parties having or acquiring any right, title or interest, legal or equitable, in and to the Development or any part or parts thereof, and shall inure to the benefit of each owner thereof and his successors and assigns.

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ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms in this Declaration are defined as follows:

Accessory Structures: Children's playhouses, decks, swimming pools, sport courts, and other similar structures and uses which are subordinate in size and use to the dwelling on the Lot.

Common Area: All real property (and improvements) owned by the Association for the common use and enjoyment of the Owners, including but not limited to:

- 1) Lots 1, 17, 31, 54 and 61 as described on the Plat of Oak Ridge Farm Subdivision herein; and

Conservation Easement: That certain easement granted by the Declarant for conservation purposes over Lots 17, 31 and parts of Lots 14, 32 and 54.

Construction Area: That area of the Lot on which improvements are made, including, but not limited to the dwelling, septic field and appurtenances, driveway, swimming pool, deck, patio and subsurface drainage.

County: Kane County, Illinois.

Declarant: Russell Road/Oak Ridge Development Corp., an Illinois Corporation, its successors and/or assigns.

Declaration: This instrument with all Exhibits thereto, as amended or supplemented from time to time.

Development: That certain real property described in Exhibit "A" attached hereto and made a part hereof, and also known as "Oak Ridge Farm Subdivision" or "Oak Ridge Farm".

Homeowners Association: "Oak Ridge Farm Homeowners Association", its successors and assigns, a not-for-profit corporation, under the Illinois General Not-for-Profit Corporation Act, the membership and powers of which are more fully described herein.

Lot: Any plot of land shown upon the Plat of Subdivision of Oak Ridge Farm Subdivision and upon which one individual single-family dwelling unit is constructed or to be constructed.

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Lot Coverage: The area of the lot occupied by the dwelling and any accessory buildings, swimming pools, decks, patios and the like.

Member: An Owner who holds membership in the Homeowners Association pursuant to the terms of the Declaration.

Noxious Weed(s): Those plants identified by the authorities of the State of Illinois and Kane County as having a deleterious affect on the landscape and shall include Canadian Thistle and other plants so identified by State or County authorities.

Open Space Management Plan: That document prepared by Natural Area Ecosystems Management which described the open space management issues, implementation practices, and funding and education concerns for ongoing maintenance and management of the wetlands and other open space of the Development.

Owner: A person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Plat of Subdivision: The recorded Plat of the Development, or any part thereof, subdividing or resubdividing the same into Lots, and recorded with the Recorder of Deeds of Kane County, Illinois.

Township: Plato Township, Kane County, Illinois.

Wetlands Area: That area within any portion of the Common Area designated to be maintained as a "wetland" pursuant to Permit No. 199200044 issued February 28, 1992 by the U.S. Army Corps of Engineers, in accordance with a preliminary subdivision plat approved by the County on May 12, 1992.

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ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS ASSOCIATION

- 2.1 Each Owner of any Lot shall automatically become and be a Member of the Homeowners Association so long as such Owner continues to be an Owner of any Lot or any portion thereof. On termination of the interest of any Owner in any particular portion of the Property, his membership shall thereupon automatically terminate, transfer and inure to the new Owner succeeding such Owner in interest.
- 2.2 The Homeowners Association shall have two (2) classes of membership:

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(a) Class A: Class A members shall be the owners of all or any part of the real estate described in the aforesaid Exhibit "A", except as defined as Class B members. Each Class A member shall be entitled to one vote, provided however, that until the termination of Class B membership, there shall be no Class A voting rights. In the event any Class A member transfers a part but not all of his property encompassed by this Declaration, then each Owner of any portion of such transferred property shall be a Class A member, whose rights and obligations under this Declaration shall be determined in proportion to said Owners' interest in said Property.

(b) Class B: The Class B member shall be Russell Road/Oak Ridge Development Corp., an Illinois Corporation, which shall be entitled to the single vote in the Association until the said Russell Road/Oak Ridge Development Corp., an Illinois Corporation or any trust, partnership, corporation or other entity owned by the principals of Russell Road/Oak Ridge Development Corp., an Illinois Corporation shall no longer own any interest in any of the Development or any beneficial interest in any land trust holding title to any of the Development. Upon the occurrence of the foregoing events, all Class B membership shall cease and only Class A membership shall exist in the Association. It is further understood that so long as Class B membership shall remain in existence, Russell Road/Oak Ridge Development Corp., an Illinois Corporation, may transfer, assign or terminate all or part of its right, title, interest and/or powers incurring pursuant to his Class B membership hereunder, which assignment shall become effective upon the recordation of any deed or other recorded instrument so designating same.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Until the expiration of Class B membership, the Class B member shall act as the Architectural Control Committee. Thereafter there shall be an Architectural Control Committee comprised of three (3) members. Upon the expiration of Class B membership, said committee shall be elected by the Class A members. The members of the Architectural Control Committee shall not be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the committee.

3.2 The following matters require the prior written approval of the Architectural Control Committee:

(a) All plans and specifications for any buildings, fences, walls, sidewalks, driveways, swimming pools, tennis courts, satellite reception dish, sanitary waste disposal systems, and any other structures of any kind which are to be erected, constructed, placed or maintained upon the lots;

(b) All plans and specification for any landscaping, including without limitation, trees, shrubs, bushes, and similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties;

(c) All plans and specifications for any exterior addition to, or change or alteration in,

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any dwelling, accessory building, any other building, fences, walls, driveways and any other structures or any additions to, or changes or alterations in, any landscaping; and,

(d) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Architectural Control Committee having first been obtained. The erection and construction of a dwelling or an accessory building shall not be commenced without the prior written approval of the Architectural Control Committee having first been obtained for the site plans in addition to the plans and specifications for the dwelling.

3.3 The plans and specifications submitted to the Architectural Control Committee must be adequate to allow the Architectural Control Committee to make a determination of the compliance with the matters set forth in this Article both for site plans and for plans and specifications for the dwelling. Once approved by the Architectural Control Committee, they shall then be submitted in exact duplicate to the Kane County Building Department for approval and issuance of a building permit.

3.4 The Architectural Control Committee shall use the following procedures for approval of plans and specifications:

(a) Except as otherwise provided herein, whenever approval is required of the Architectural Control Committee of matters set forth in Article 3.2, two complete sets of the plans and specifications shall be submitted to the Architectural Control Committee. Upon receipt of such plans and specifications, the Architectural Control Committee shall either approve or disapprove said plans and specifications within ten (10) business days after said plans and specifications have been submitted. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the Owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Architectural Control Committee which shall be obtained pursuant to the submittal process set forth herein. The Architectural Control Committee shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(b) If the plans and specifications are disapproved by the Architectural Control Committee in any respect, then the Architectural Control Committee shall notify the Owner submitting the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Architectural Control Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The Owner shall then be entitled to resubmit the plans and specifications as revised to correct the deficiencies. Upon resubmittal, the Architectural Control Committee shall then have an additional ten (10) business days to either approve or disapprove the revised plans and specifications. The Owner shall be entitled to resubmit the plans and specifications pursuant to the above procedure as often as

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necessary until the revised plans and specifications are later approved by the Architectural Control Committee or are permanently withdrawn by Owner. Owner shall not commence the erections, construction, placement or maintenance of any item contained on the original or revised plans and specifications, until such time as the plans and specifications have been approved in all respects by the Architectural Control Committee.

(c) The Owner shall submit a landscape plan for approval within ninety (90) days after the building permit is issued by Kane County, unless such time is extended in writing by the Architectural Control Committee.

3.5 In reviewing the plans pursuant to this Article, the Architectural Control Committee shall pay particular attention to the following matters:

- (a) The silhouette and outside elevation of the home to be constructed;
- (b) The type of materials and colors used on the exterior of the home;
- (c) The trim and window treatments;
- (d) The type, material and color of any masonry including the chimneys;
- (e) The design and material used in any decks, porches, garages, accessory buildings, patios, and retaining walls;
- (f) The location of the home on the lot and its relationship to adjoining dwellings;
- (g) The location of the proposed well and sanitary waste disposal system;
- (h) The location, type, number, size and planting material used in landscaping the home and Lot with particular preference given to landscape plans utilizing low watering plants;
- (i) Any other matters which involve harmony of external design and location in relation to the surrounding structures and topography as well as the aesthetics and effect on the balance of the property described in the aforesaid Exhibit "A".

ARTICLE IV

BUILDING AND USE RESTRICTIONS

The following covenants and restrictions shall apply to and be binding upon all Lots on the Property:

4.1 Residential Use: Each lot may be used for the construction and occupancy of one detached single-family residence with Accessory Structures, as defined herein, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence,

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shall not, however, be construed in such manner as to prohibit or resident from: (a) maintaining his personal professional library; (b) keeping his personal or business professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal resident use and not in violation of said restrictions. No building shall be erected on any lot except one dwelling with attached garage designed for occupancy by a single family. No dwelling shall be erected, maintained or permitted which exceed three (3) stories in height.

4.2 Garages: Every house in the Development must have an attached garage sufficient to accommodate at least two cars, except that no attached garage in the Development shall exceed the capacity of four cars.

4.3 Minimum Living Space Area: The minimum square footage of living space of dwellings constructed on the lots in the Development shall be not less than 1,800 square feet for a one level dwelling and 2,400 square feet for a dwelling having two or more living levels, excluding basements, crawl spaces, attics, decks, porches, garages, or stairways.

4.4 Minimum Lot Size: The minimum lot size in the Development is 1.25 acres. In accordance with the Plat of Subdivision each lot in the Development equals or exceeds the minimum lot area requirement set forth in this Declaration. No lot shall be subdivided or resubdivided to make smaller dwelling lots; provided, however, this restriction shall not prevent a purchaser of two or more continuous lots from building one dwelling on two adjoining platted lots or two dwellings on three or more adjoining lots as shown on the Subdivision Plat.

4.5 Minimum Yard Requirement: Each Owner shall provide as provided on the Plat of Subdivision recorded _____ for buildings and shall abide by Kane County Building Department requirements for well and septic location.

4.6 Exterior Building Materials:

(a) Each building shall be constructed on a concrete foundation, and no foundation shall extend more than eighteen (18) inches above the finished grade unless it is textured in a manner and form approved by the Architectural Control Committee.

(b) The front elevation of all dwellings in the Development shall be finished with brick, stone, wood, aluminum, vinyl, or other material of like quality or some combination thereof acceptable to the Architectural Control Committee.

4.7 Quality of Structure: All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards than may be required by the Architectural Control Committee or this Declaration

4.8 Lot Access and Driveways:

(a) All driveways must be surfaced with a permanent all-weather, dust free surface.

(b) Not more than one driveway or entrance from a public street to a lot is permitted.

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(c) No driveway shall exceed twenty (20) feet in width, within twenty (20) feet of the front lot line.

(d) Roadside drainage swales must be kept open and maintained across the frontage of a lot. Each Owner shall install driveway culverts in the roadside drainage ditch where the driveway crosses the flow line of the drainage ditch. Driveway culverts shall be installed according to the standards and specifications of this Declaration, the Kane County Division of Transportation, and the Plato Township Highway Commissioner.

4.9 Time in Which to Begin Construction: There shall be no time or times within which the Owner must begin construction of a dwelling on their lot after their purchase of the lot. Owners shall be responsible for maintenance of the lot in accordance with the requirements of this Declaration, regardless of whether any dwelling is constructed on the Lot.

4.10 Diligence in Construction:

(a) Every dwelling whose construction on a lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction, except that such period may be extended for a reasonable time by reason of an act of God, labor dispute or other matter beyond the control of the responsible builder and/or lot Owner. Construction shall be deemed completed when an Occupancy Permit has been issued by the responsible authority of Kane County.

(b) No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

(c) The Declarant shall have the right to complete any construction not completed within such time and to (i) recover the costs of same from the Owner plus reasonable interest and (ii) place a lien on the lot in the amount of such costs.

4.11 Swimming Pools, Hot Tubs, and Sport Courts:

(a) Swimming pools, hot tubs and courts for racquet sports, including, but not limited to, tennis, handball, racquetball, or paddle ball, shall be located in the rear yard and shall be screened from public view by the use of landscaping material and be situated so as not to diminish the privacy, use and enjoyment of adjacent property.

(b) No above ground swimming pools shall be permitted in the Development. In addition to the landscaping required in Article IV, in-ground swimming pools shall be enclosed by a fence.

(c) Any hot tub installed on a Lot may be above grade, and need not be in the ground so long as such hot tub is physically connected to and located within the perimeter of a deck constructed on the Lot. The installation of any hot tub must comply with the provisions of Article IV hereof relating to architectural control and all required approvals thereof must be obtained.

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4.12 Exterior Lighting: Exterior lights may not be of such intensity, or placed in a position, which would unreasonably interfere with the use and enjoyment of any other property or illuminate the house, yard or windows thereof on adjacent property in or adjacent to the Development, or create a nuisance or hazard on roadways in or adjacent to the Development. Lights used in connection with an outdoor swimming pool, or other sport court shall conform to normal intensity for those activities, as measured in wattage or lumens, but such lights shall not be illuminated beyond 12:01 a.m. Security lights of lower intensity may be illuminated throughout the hours of darkness. All exterior lighting shall be reviewed and approved by the Committee prior to its installation.

4.13 Fences: No fence shall be erected on any Common Area, berms or landscape easements in the Development. Any fence erected on a lot in the Development within the building setbacks set forth in Section 4.5 shall be of open design and shall not exceed four and one-half (4 1/2) feet in height (except those surrounding swimming pools which shall be constructed of wood and approved by the Architectural Control Committee). Open design shall mean a fence of split rail or post and rail design having no more than three horizontal rails, generally consistent with the rural character of the area. The interior area of the fence may be lined with a light gauge galvanized metal fence for the purposes of securing pets and children. All interior and exterior fence materials must be pre-approved by the Architectural Control Committee, pursuant to Article III. No fences or gates shall be erected or placed between the dwelling and any right-of-ways line. No fence may alter or impair surface drainage flow, obstruct or cause to obstruct the proper function of drainage channels and swales in the Development.

4.14 Mail Boxes: Any letter or delivery box not permanently attached to the dwelling shall be considered a structure and shall be approved by the Architectural Control Committee.

4.15 Model Homes: No Owner (with the exception of Declarant) shall build or permit the building upon said lot to be used as a model home or exhibit house without permission to do so from the Declarant. Model homes sites shall be landscaped in a manner approved by Declarant.

4.16 Temporary Structures: No temporary house, trailer, garage storage or other accessory building shall be placed or erected on any lot. Except, temporary structures used during construction of a structure which shall be on the same lot as the structure being constructed and shall be removed upon completion of the construction. This provisions shall not apply to a temporary office erected by the Declarant for the purpose of selling lots and homes.

4.17 Occupancy or Residential Use of Partially Completed House Prohibited: No dwelling constructed on any lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties.

4.18 In General: No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner in the neighborhood. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects or rodents shall be introduced or maintained upon any part of a lot.

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4.19 Signs: No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except:

- (a) real estate "for sale" signs which shall be removed promptly upon execution of contract of sale of the subject premises, and,
- (b) construction signs, identifying the building, architect, landscape architect, and subcontractors of a dwelling on a lot which sign shall be removed upon occupancy of the dwelling and not more than one such sign shall be permitted, and,
- (c) advertising signs erected by Declarant for advertising the Development, which shall be removed upon closing on the sale of all Lots in the Development.

4.20 Animals: No animals, including, but not limited to horses, pigs, cows, sheep and chickens shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. Each lot owner may keep not more than two of each domesticated dogs and cats on his lot in the Development.

4.21 Vehicle Parking: No buses, trucks, campers, trailer, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot in the Development, except for purposes of loading or unloading said vehicle, or preparing vehicle before or after a trip. In addition, habitual parking of automobiles on the streets by Lot Owner's is also prohibited.

All boats, snowmobiles, campers, motorized recreational vehicles, and any other vehicle of similar kind or nature shall be stored in a garage on a Lot in the Development, provided, however, that such a vehicle may be parked in the open for a period not to exceed 72 hours in any thirty (30) day period.

4.22 Garbage, Trash and Other Refuse: No Owner shall accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in Article 4.25 below. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed or shall be so placed and kept as not to be visible, from any street within the Development at any time, except at the times when refuse collections are being made.

4.23 Fuel Storage Tanks: No gasoline, kerosene, propane, or fuel oil storage in excess of five (5) gallons shall be permitted. Tanks used for storage of liquid or gaseous fuels are otherwise prohibited in the Development. Except that during construction, Contractor shall be allowed to store equipment fuel on the property. This provision is not intended to prohibit the customary, incidental storage of fuel for personal barbecues, lawn and garden equipment, family vehicles, and other household equipment.

4.24 Outdoor Storage: Outdoor storage, except for compost, grass or brush piles, or wood piles is not permitted in the Development.

4.25 Alteration, Removal or Replacement of Community Features: No Owner shall alter, remove or replace any Community Fence or Entrance Gate located on his Lot, nor shall any Owner replace or add any landscaping or plant material, except perennial flowers and grasses,

on any Entrance Gate, Community Berm or Restricted Property which may be part of his lot.

4.26 Exterior Antennae: No exterior radio or television receiver, transmitters or antennae shall be installed or maintained on any lot or any building located thereon. Satellite reception dishes less than eight (8) feet in height from grade and less than six (6) foot in diameter are permitted provided the reception dish is not attached to the dwelling or any tower accessory thereto, and same is screened from view from adjoining lots and public streets by landscaping.

4.27 Gardens: Vegetable gardens shall be located in the rear yard of a lot. Ornamental and perennial gardens may be located in the front side or rear of the house. No ornamental, perennial, or vegetable gardens shall be located in any landscape easement, Community Berm, or Restricted Property.

4.28 Air Conditioners: Window air conditioning units on the front or side elevation of any dwelling are prohibited.

4.29 Off-Road Vehicles: The operation of vehicles off road surfaces in the Development is prohibited. This restriction shall not apply to construction equipment and vehicles used in construction activity on a Lot in the Development. Furthermore, the operation of off-road recreation vehicles, including, but not limited to snowmobiles, dune buggies, motorcycles or motor bikes, or all-terrain vehicles in the Development is prohibited. This provision does not apply to lawn equipment, garden equipment, snow removal or other similar equipment necessary for the maintenance and upkeep of property.

4.30 Common Area: The landscape corridor along the main entry drive (Lots 1 and 61) and the common areas in Lot 17, 31 and 54 (wetland detention) shall be kept and maintained, in an appropriate manner, by the Homeowners Association.

ARTICLE V

GENERAL REQUIREMENTS AND RESPONSIBILITIES

5.1 Erosion Control: Each Owner shall be responsible for stabilizing slopes and embankments on each lot during and after construction to prevent wash-out and soil erosion onto neighboring lots, drainage ways and wetlands.

5.2 Construction of Lot Improvement: During the construction of improvements on a Lot, the Owner shall keep the Lot in neat appearance:

(a) Any excess dirt resulting from construction on the lot must be stored within the Construction Area on a lot, or removed entirely from the Development. All construction tractors, trucks and other vehicles shall be parked within the Construction Area when not in use; all trash, refuse, and sanitary waste during construction shall be removed from the Development, and no such matter shall be buried on the Lot or in the Development.

(b) During the period of construction, the Developer, by its agents or employees, shall have the right to come on any lot where construction is taking place at reasonable times,

for the purposes of inspecting the site to insure compliance with these covenants and restrictions.

5.3 Maintenance of Lots and Improvements: Each Owner shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or the improvements thereon from becoming unsightly. Specifically, such owner shall:

(a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(b) Remove all debris or rubbish.

(c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(d) Cut down and remove dead or dying trees.

(e) Where applicable, prevent debris and foreign material from entering the wetlands or ponds or, when any such debris has entered the wetlands or ponds, remove the same immediately.

(f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(g) Within one hundred fifty (150) days following completion of a house on a lot, the owner shall landscape the lot, weather and season permitting. For the purpose of this Section 5.3, "landscape the lot" shall mean provision of permanent, year-round ground cover, shrubs, understory and canopy trees and other living landscape materials on all unpaved areas of the lot.

5.4 Declarant's and Association's Right to Perform Certain Maintenance: In the event that any owner of a lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Declarant and the Homeowners' Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Declarations. The cost therefore to the Declarant or the Homeowners' Association shall be collected in any reasonable manner from the Owner, including the right to place a lien against the Lot for costs. Neither the Declarant nor the Association or any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

5.5 Drainage Channels and Swales: Storm drainage channels and swales are located in public right-of-ways and in drainage easements designated on the recorded Plat of Subdivision. It shall be the duty of every Owner to keep any part of an open storm drainage channel or swale as may be situated upon his lot continuously unobstructed, unaltered and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection.

5.6 Septic Systems: Sewage disposal for lots shall be by individual septic systems or other approved methods for individual lots acceptable and approved by the Kane County Health Department.

Lot Owners shall hire only competent contractors to install said sanitay systems and said contractor shall construct the same in accordance with the rules and regulations of the Kane County Department of Health or the State of Illinois Department of Health. In the event that the Kane County Board of Supervisors develops a method of licensing contractors for the construction of sanitary systems, said contractor hired by the Lot Owner shall be so licensed.

5.7 Utility Services: Utility services shall be installed underground and shall be so located to minimize removal of trees.

5.8 Maintenance of Easements: Each Owner is hereby notified that conservation, landscape, utility and drainage easements may be located on his lot as shown on the Plat of Subdivision. No Owner shall place, or permit to remain, any permanent structure, planting or other materials or obstructions which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in easements. The easement areas of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority, a private or public utility, or the Homeowner's Association is responsible. Any landscaping placed in any easement may be damaged during repairs or improvements to utilities or drainage structures placed in any easement. The replacement of damaged landscaping placed in a utility and drainage easement shall be at the discretion of the Owner.

5.9 Septic Location Protection: No lot Owner shall cause or allow machinery, equipment, vehicles or building materials to travel, stop, stand, or to be placed or stored, or to otherwise disturb any area of any lot in the Development designated a septic area. The location of septic areas in the Development are identified in the Preliminary Plat and in the Improvement Plans for the Development. Each Owner shall be responsible for protecting the septic area on the Owner's lot and any adjoining lot in the Development during construction of improvements on the Owner's Lot. Lot Owners are hereby given notice that such disturbance of the designated septic area could render the septic area unsuitable for its intended use a septic seepage field.

5.10 Screening: Each Owner shall be responsible for screening all wood piles, trash receptacles, swimming pools and compost piles on his lot with landscaping of such height and maturity at time of planting so as to conceal them from view of neighboring lots and streets.

ARTICLE VI

EASEMENTS

6.1 Grant: Declarant hereby grants to each and every Owner and Tenant and their invitees, the Developer, Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, Cable Television, and to their respective tenants and invitees, and to such other parties as declarant reserves to itself, the following non-exclusive, perpetual easements:

(a) Utilities: An easement for the installation, operation, maintenance, replacement and

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relocation of underground lines, mains, conduits, pipes, cables, equipment and facilities for water, gas, television, telecommunication, electricity, and other such utilities as Declarant or the Homeowner's Association may designate, for the purpose of providing utility services to the various portions of the Development in, through and under those portions of the Development designated on the Plat of Subdivision (which areas are collectively referred to as the "Utility Easement Areas"), provided, however, that Declarant may modify, adjust, amend and relocate such Utility Easement Areas as provided in Section 6.2 hereof.

(b) Storm Water: An easement for the installation, operation, maintenance, repair, replacement and relocation of subsurface drain tile and above ground storm drainage swales and water detention ponds, for the purpose of drainage and retention of storm water, under, through and upon those portions of the Development designated on the Plat of Subdivision (the "Drainage Easements"), provided however that Declarant may modify, adjust, amend and relocate such drainage easement as provided in Section 6.2 hereof.

The utility easements and the drainage easements are sometimes collectively referred to as the "Easement Areas".

6.2 Changes to Easement Areas: As of the date of recording of this Declaration, the Easement facilities and equipment to be utilized in the Easement Areas have not yet been installed. Declarant reserves the right to adjust the location of the Easement Areas after such installation to reflect the "as-built" location thereof, provided, however, that the final size of the Easement Areas within which the above-described utilities are placed shall at all time be adequate in the judgment of the Declarant to permit the use of such Easement Areas for the uses state herein.

6.3 Installation of Common Elements: The Declarant hereby reserved unto itself, its agents, successors, assigns, and Homeowners' Association the right and easement to come on to such Lots as may be designated in the Plat of Subdivision of the Development or as may be otherwise designated by the Declarant, at any time prior or subsequent to the closing of the sale of such Lot to a third party purchaser, for purposes of installing, maintaining, or replacing Community Berms or landscape easements.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

7.1 Creation of Lien and Personal Obligation for Assessments: Each owner of a Lot (except as otherwise specifically provided by the provisions of Article 7.7 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 for each Lot owned to the Homeowners' Association, a management company or other collection agency designated by the Homeowners' Association: (1) annual assessments to be paid in equal monthly installments due on the first day of each month of each year (hereinafter called "Monthly Payment Dates") or in such other installments as the Board of Directors of the

Homeowners Association shall elect; (2) special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected by the Homeowners Association; and (3) special assessments for the purpose of capital improvements. Each annual and special assessment, together with such interest thereon and cost of collection thereof, including, but not limited to reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a separate and 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 attorney's fees, 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.

7.2 Purpose of Assessments: Each Owner (except Declarant) shall pay assessments to the Homeowners Association representing the proportionate share of the expenses of maintenance, repair, replacement, administration and operation expenses of the Common Areas and Facilities. Said expenses shall be known as "Common Areas and Wetland Maintenance Expenses". Said assessments shall be used exclusively to promote the health, safety and welfare of the residents in the Development and for the improvement, repair, upkeep, administration, insurance, services, supplies, taxes on and depreciation and maintenance of the Common Areas and Wetland Maintenance, all of which are within the purpose of the Homeowners Association. Assessment for adequate reserve funds shall also be included in said purpose specifically for the development and maintenance of the wetlands area.

7.3 Computation of Annual Assessments: Payments of assessments shall be in such amounts and at such times as provided below:

(a) The Association shall include in its yearly budget an estimated amount necessary to pay the cost of development maintenance and repair of the Common Areas, and Wetlands. The Lots shall be equally assessed for this development, maintenance and repair. Neither the Association nor any other Lot owners shall be solely responsible for this maintenance and repair or the cost thereof.

The Association shall additionally assess each Lot owner the sum of Twenty Dollars (\$20.00) per year to be used specifically for reforestation of the Common Areas. This assessment shall be included in the yearly budget and shall remain a budget item for a period of twenty (20) years commencing with the year of this agreement.

(b) On or before December 31st of the year in which conveyance of the Common Areas and Wetlands 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 the maintenance of the Common Areas and Wetlands 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.

All obligations of the Owners hereunder, including, but not limited to the Common Areas, and Wetlands, 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 "C", a copy of which is attached hereto. On or before the first day of July of

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every year thereafter, each Owner (except Declarant) shall be obligated to pay the Board of Directors or as it may direct, one-half (1/2) the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the expenses 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.

(c) All monies collected by the Homeowners Association, whether they be the reforestation monies, the annual assessments, or special assessments, if any, shall become the property of or be held for the Homeowners Association, and shall not be refunded to any initial or subsequent owner of a lot. If said estimated cost 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 assessments on all Owners by a statement in writing, giving the amount and reasons therefore, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of thirty percent (30%) of the approved assessment must be approved by two-thirds (2/3rds) of the members voting in person or by proxy at a meeting duly called for such purposes.

(d) In addition to the annual assessments 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 and Wetlands, including fixtures and personal property related thereto, provided that any such assessments in excess of One Hundred and 00/100 Dollars (\$100.00) for each Lot in any assessment year shall require the assent of two-thirds (2/3rds) of the votes 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, including Declarant, of any Lots.

(e) With regard to any Lot or Lots upon which homes are being constructed or have been completed and title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on those Lots on the same basis as any other Owner as provided in Article VII hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent to satisfy any deficit or shortage in the Homeowners Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section, provided, however, that the Declarant's liability

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hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessment of each Owner by reason of this Section. The assessments charged to the Declarant and the amount of the Declarant's liability hereunder to satisfy any deficit or shortage in the Homeowners' Association's operating budget shall be the obligation of the Declarant and shall be a continuing lien upon the Lots held by the Declarant, subject to all the provisions of this Declaration regarding assessment liens. Until such time as the Transfer Date has occurred, the assessments covering the Lots which have not been sold by the Declarant may be paid on a monthly basis, or at its option, paid to the Association at the close of each calendar year without interest.

(f) 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 biannual 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.

(g) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Facilities, or abandonment of his Lot. Except as otherwise provided in this document, an Owner on the first day of January and the first day of July shall be personally liable for one-half (1/2) the annual assessment amount. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

7.4 Effect of Nonpayment of Assessments-Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the Due Date, the assessment shall bear interest from the date of delinquency at an annual rate equal to the prime rate of interest plus three percentage (3%) points then currently charged from time to time by the First National Bank of Chicago, 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, penalties and reasonable attorney's fees for any such action(s) shall be added to the amount of such assessment and judgment.

7.5 Subordination of the Lien to First 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 the liability for any assessment or lien thereafter becoming due.

7.6 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.

(b) The Common Areas.

Once an exemption is created pursuant to this Section 7, it shall continue until such time as a conveyance is made of property under (a) above, at which time the exemption created thereunder shall cease and said Property shall be subject to all terms and conditions of this Declaration.

7.7 Collections and Record Keeping: It shall be the responsibility of the Board of Directors of the Association to provide for professionally certified management of the administrative tasks regarding the collection of annual and any special assessments, and records of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing maintenance, repair, reconstruction and replacement expenses incurred. The Association shall maintain the records and account books of the Association in an orderly timely, accurate fashion following generally accepted accounting principles, and as requested by the County of Kane. Such records shall be available for inspection by any owner, the County of Kane and any first mortgage institution of record at such reasonable times during normal business hours as may be requested by said parties.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Deeds: Each Owner and purchaser under a Deed or an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

8.2 Amendments: These covenants and restrictions may be amended by Declarant only at any time prior to the sale of any lots and thereafter by the approval of eighty percent (80%) of the respective lot Owners.

8.3 Conflicts: In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

8.4 Compliance with Law: All improvements constructed, erected, placed or maintained on any Lot shall at all times comply with the requirements, including, without limitation, of the building code and zoning ordinance of Kane County. Nothing in this Declaration shall in any way be deemed or construed to amend, alter, vary or diminish any requirements imposed by law. To the extent any difference between the standards and requirements imposed by this Declaration and those imposed by law may arise, the stricter of the two shall prevail and control.

8.5 Land Trusts: In the event title of any Lot ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain

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vested in the trust beneficiary(ies), then the beneficiary(ies) thereunder from time to time shall be responsible for the payment of any assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot ownership and the beneficiary(ies) of such trust notwithstanding any transfers of the beneficial interest in any such trust or any transfers of title of such Lot ownership.

8.6 Failure of Enforcement: Failure by any party having the right hereunder to enforce any restriction, condition, covenant or agreement herein contained shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

8.7 No Right of Reversion: The breach of any of the covenants or restrictions herein contained shall not operate to extinguish the title to any Lot granted by a deed executed by the Declarant and made subject to this Declaration, nor shall any such title granted pursuant to such deed be forfeited or reverted as a result of such breach; provided, however, that all of the covenants, conditions and restrictions herein contained may be enforced by any other appropriate remedies at law or equity as provided herein.

8.8 Default:

(a) Each Owner of a Lot, or occupant thereof, is bound by and shall comply with the terms of this Declaration or any amendment hereto. A failure by an Owner to comply with this Declaration or any amendment hereto shall constitute a default ("Default"). If a Default occurs, the Declarant, Homeowners' Association or their successors or assigns, shall have the right to recover damages at law, to procure injunctive relief, or to avail itself of any other rights or remedies permitted at law or in equity from and against either the Owner of a Lot or occupant thereof, or both. In any proceeding commenced by the Declarant, Homeowners' Association, their successors or assigns, based upon or arising out of any alleged Default, if the Declarant or its successors or assigns prevails, it shall be entitled to recover all expenses of the proceeding, including reasonable attorney fees and expenses.

(b) In the event of a Default by an Owner of a Lot, the Declarant shall neither be liable nor responsible to any Owner for the enforcement of the covenants and restrictions contained in this Declaration. Each Owner acknowledges that the Declarant shall not be liable or responsible for Declarant's exercise or failure to exercise any right to power of review and approval hereunder, or for the Declarant's enforcement or nonenforcement of any provision of this Declaration provided for under Article VII of the Homeowners' Association By-Laws.

(c) Each Owner shall have the right to enforce all covenants, conditions, restrictions and reservations created hereunder against any other Owner or occupant thereof, but not against Declarant, and all rights and powers created by this Declaration, except those granted specifically to Declarant.

8.9 Captions: The underlined titles preceding the various paragraphs and subparagraphs of the Covenants and Restrictions are for convenience only, and none of them shall be used as an aid to the construction of any provision of the Declarations. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8.10 Duration: The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by approval of eighty (80) percent of the respective lot Owners in the Development.

8.11 Severability: Every one of the Declarations is hereby declared to be independent of, or severable from, the rest of the Declarations and of and from every other one of the Declarations, and of and from every combination of the Declarations. Therefore, if any of the Declarations shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Declarations.

8.12 Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violations, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Declarant or Homeowners' Association employ legal counsel to enforce any covenant or restriction, then all costs incurred by the Declarant or Homeowners' Association or their successor by reasons of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecuting is brought. The Declarant or Homeowners' Association or their successor shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Declarant shall constitute a waiver of Declarant's or Homeowners' Association rights.

8.13 Notices: Any notice or other communication which any party hereto shall be required or desire to give hereunder shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

TO DECLARANT:

Russell Road/Oak Ridge Development Corp., an Illinois Corporation

8.14 Legal Effect: These covenants and restrictions are made for the benefit of all parties who may hereafter own any lots in OAK RIDGE FARM SUBDIVISION, and all such parties are specifically given the right to enforce these covenants and restrictions. Each prospective lot purchaser shall be given a copy of these covenants and restrictions and upon purchase of a lot shall have consented to all of the terms hereof.

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IN WITNESS WHEREOF, Russell Road/Oak Ridge Development Corp., an Illinois Corporation, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary, this 8th day of February, 1994.

Russell Road/Oak Ridge Development Corp., an Illinois Corporation,

BY: *Theodore Heise*
its President

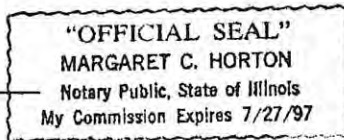
ATTEST: *Jerry Hoover*
its Secretary

STATE OF ILLINOIS)
)ss
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Theodore Heise is personally known to me to be the President of the corporation, and Jerry Hoover is personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Shareholders of said corporation, as their 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 8th day of February, 1994.

Margaret C. Horton
Notary Public



THIS DOCUMENT PREPARED BY:

CATHERINE S. HURLBUT
CANNING & HURLBUT, P.C.
36 N. McLean Blvd.
Elgin, IL 60123
(708) 742 - 0660

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EXHIBIT "A"

OAK RIDGE FARM SUBDIVISION

LEGAL DESCRIPTION

STATE OF ILLINOIS)
COUNTY OF KANE)SS

THIS IS TO CERTIFY THAT I, JOHN T. BURNIDGE, AN ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE AND COUNTY AFORESAID HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNER THEREOF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND THAT PART OF THE WEST HALF OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE SOUTH 89 DEGREES 28 MINUTES 13 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 240.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 45 SECONDS WEST, ALONG A LINE THAT INTERSECTS THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AT A POINT 245.85 FEET, AS MEASURED ALONG SAID SOUTH LINE, WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1341.22 FEET TO THE POINT ON THE SAID SOUTH LINE; THENCE NORTH 89 DEGREES 43 MINUTES 48 SECONDS EAST, ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, DISTANCE OF 245.85 FEET TO THE SAID SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1342.27 FEET TO THE POINT OF BEGINNING OF EXCEPTION; ALSO THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 434.75 FEET TO A MONUMENTED LINE, ALSO BEING 434.59 FEET, AS MEASURED ALONG SAID WEST LINE, SOUTHERLY OF THE CENTER LINE OF RUSSELL ROAD FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 20 MINUTES 43 SECONDS EAST, ALONG SAID MONUMENTED LINE, A DISTANCE 719.47 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 16 SECONDS EAST, A DISTANCE OF 491.93 FEET TO THE CENTER LINE OF RUSSELL ROAD; THENCE NORTHEASTERLY, ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1146.28 FEET AND A CHORD BEARING OF NORTH 74 DEGREES 30 MINUTES 00 SECONDS EAST, AN ARC DISTANCE OF 168.57 FEET; THENCE SOUTH 28 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 49.37 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 502.35 FEET TO A LINE THAT BEARS SOUTH 87 DEGREES 20 MINUTES 43 SECONDS EAST AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 20 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 414.27 FEET TO A POINT THAT IS 3.80 FEET, AS MEASURED ALONG SAID LINE, WESTERLY OF THE EAST LINE OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 25 SECONDS WEST, ALONG A LINE THAT INTERSECTS THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 23 AT A POINT 23.56 FEET, AS MEASURED ALONG SAID SOUTH LINE, WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, A DISTANCE OF 2153.15 FEET TO THE POINT ON THE SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 28 MINUTES 13 SECONDS WEST, ALONG THE SAID SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1301.56 FEET TO THE AFORESAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 2226.23 FEET TO THE POINT OF BEGINNING. BEING SITUATED IN PLATO TOWNSHIP, KANE COUNTY, ILLINOIS AND CONTAINING 101.37 ACRES MORE OR LESS.

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EXHIBIT "B"

BY-LAWS OF

OAK RIDGE FARM HOMEOWNER'S ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Corporation is OAK RIDGE FARM HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Homeowners Association". The principal office of the corporation shall be located at 725 Schneider Drive #1, South Elgin, IL 60177, but the meetings of the members and directors may be held at such places within the State of Illinois, Kane County, as may be designated by the Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1 - Annual Meetings: The first meeting of the members shall be held within sixty (60) days after the termination of Class B membership as defined in the Declaration of Covenants, Conditions and Restrictions to which these By-Laws are appended and hereinafter referred to as the "Declaration". Any subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2 - Special Meetings: Special meetings of the members may be called at any time by the president or any director upon written request of any Class A member provided, however, that no Class A member may call a special meeting until after the expiration of Class B membership.

Section 3 - Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member, addressed to the member's address last appearing on the books of the Association or supplied by such members of the Homeowners Association for the purpose of notice, or as otherwise provided by the Declaration. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of said meeting.

Section 4 - Quorum: Until the expiration of Class B membership, the Class B member shall be entitled to act for the membership as the sole director of the Association, or shall be entitled to designate a Board of Directors, which shall be entitled to act, without a formal meeting. Upon expiration of the Class B membership, the presence at the meeting of members

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holding title to not less than one-fourth (1/4) of the subdivided lots in number described in the Plat or Plats of Subdivision of the real estate described in the aforesaid Exhibit "A" appended to the Declaration shall constitute a quorum. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

Section 5 - Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Homeowners Association. Every proxy shall be revocable and shall automatically cease upon conveyance by and such member of his interest in the real estate described in the Declaration.

Section 6 - Place of Meeting: All meetings shall be held at such place as may be designated in the notice of such meeting in the County of Kane, State of Illinois.

ARTICLE III

DIRECTORS

Section 1 - Number: The affairs of this Homeowners Association shall be managed by the number of directors provided for in the Articles of Incorporation of the Homeowners Association, which directors shall be designated by the Class B member and may be replaced at any time by the Class B member so long as the Class B membership exists. Upon the expiration of Class B membership, the number of directors may be increased at any time to a number not to exceed the number of Class A members at which time the directors will be elected on an annual basis by the Class A members in accordance with the voting rights as set forth in Article II of the Declaration.

Section 2 - Qualifications of Directors: From and after the expiration of Class B membership, no person shall be elected a director of the Homeowners Association, unless such person is:

- (a) an actual and bona fide resident of Oak Ridge Farm Subdivision, residing there not less than six (6) months in each calendar year; and,
- (b) is eighteen (18) years of age or older and is under no legal disability; and,
- (c) is a Class A member of the Homeowners Association as that term is used in the Declaration; and
- (d) is not an officer, director, shareholder, servant, agent or employee of any firm or institution with whom the Homeowners Association has a contractual arrangement or with whom the Homeowners Association is otherwise doing business.

In the event that any director duly elected fails to continuously meet the criteria above enumerated in subsections "a" through "d", such person shall thereafter be disqualified from

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further service as a director and a new director shall be selected to fill the vacancy so created as is hereafter provided.

Section 3 - Term of Office: The first directors, or successor directors, selected pursuant to Section 1 of this Article shall serve until the expiration of Class B membership. At the first meeting after the expiration of Class B membership, and at each annual meeting thereafter, the members shall elect new directors to succeed those whose terms have expired for a new term of one (1) year.

Section 4 - Removal: Subsequent to the expiration of Class B membership, any director may be removed from the Board with or without cause by a majority vote of the Class A members of the Homeowners Association. After the expiration of the Class B membership, in the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Prior to expiration of the Class B membership, the directors shall not be subject to removal or replacement, except as provided in Section 1 of this Article.

Section 5 - Compensation: No director shall receive compensation for any service he may render the Homeowners Association, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6 - Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could otherwise take by obtaining the unanimous written approval of the other directors; or by tele-conference of a quorum of the Directors of which tele-conference minutes shall be kept by the Secretary. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 - Powers: The Board of Directors shall have the power to:

- (a) Exercise for the Homeowners Association all powers, duties and authority vested in or delegated to this Homeowners Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (b) Employ a manager or an independent contractor or such other employees they deem necessary, and to prescribe their duties.
- (c) Enforce each and every covenant contained in the aforesaid Declaration and collect costs and expenses incurred in connection therewith.
- (d) Maintain bank accounts and enter into contracts on behalf of the Homeowners Association for Homeowners Association purposes.

(e) Do any and all things necessary or desirable for the promotion, maintenance and development of Russell Road/Oak Ridge Farm Subdivision.

Section 2 - Duties: It shall be the duty of the Board to:

(a) Supervise all officers, agents and employees of the Homeowners Association to see that their duties are properly performed.

(b) Supervise the development of the wetland areas and to contract with management agencies for said development and maintenance of the wetland areas.

(c) As more fully provided in the Declaration, to fix the amount of any assessments, send written notice of same to every owner subject thereto, and to foreclose the lien against any property for which assessments are not paid.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1 - Enumeration of Officers: The officers of the Homeowners Association shall be a president, secretary and treasurer. The Secretary and Treasurer need not be members of the Homeowners Association and shall be elected by the Board of Directors, to hold office until removed by said Board. An officer can hold more than one (1) office simultaneously, except the president shall not hold any other office simultaneously.

Section 2 - Method of Election: The Board of Directors shall elect all officers for a term of one year, the President being elected from among the members of the Board of Directors. A majority of a quorum present shall be necessary to constitute an election.

Section 3 - Duties of Officers: The duties and power of the officers of the Corporation shall be as follows:

(a) President - The President shall preside at the meetings of the Corporation and of the Board of Directors, and shall be a member ex officio, with right to vote, of all committees except the Nominating Committee. He shall also, at the annual meeting of the Corporation and such other times as he deems proper, communicate to the Corporation or to the Board of Directors such matters and make such suggestions as may in his opinion tend to promote the prosperity and welfare and increase the usefulness of the Corporation and shall perform such other duties as are necessarily or customarily incident to the office of the President.

(b) Secretary - It shall be the duty of the Secretary to give notice of and attend all meetings of the Corporation and its several divisions and all committees and keep a record of their doings; to conduct all correspondence and to carry into execution all orders, votes, and resolution not otherwise committed; to keep a list of the members of the Corporation; to collect the fees, annual dues, and subscriptions and pay them over

to the Treasurer; to notify the officers and members of the Corporation of their election; to notify members of their appointment on committees; to furnish the Chairman of each committee with a copy of the vote under which the committee is appointed, and at his request give notice of the meetings of the committee; to prepare, under the direction of the Board of Directors, an annual report of the transactions and condition of the Corporation, and generally to devote his best efforts to forwarding the business and advancing the interest of the Corporation.

(c) Treasurer - The Treasurer shall keep an account of all monies received and expended for the use of the Corporation, and shall make disbursements utilizing standard accounting practices. He shall deposit all sums received in a state chartered or national bank, or banks, and make a report at the annual meeting or when called upon by the signature of the Treasurer.

The funds, books and vouchers in his hands shall at all times be under the supervision of the Board of Directors and subject to its inspection and control. At the expiration of his term of office, he shall deliver over to his successor all books, moneys, and other property, or, in the absence of a treasurer-elect, to the President.

The office of Secretary and Treasurer may be held by the same person.

Section 4 - Bond of Treasurer: The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Section 5 - Vacancies: All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose. A vacancy shall only be filled for the unexpired portion of the term and shall be pursuant to "Section 2 - Method of Election" above.

Section 6 - Compensation of Officers: No officers shall receive compensation for any service he may render the Homeowners Association, however, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

COMMITTEES

Section 1 - Committee on Nominations: During the month of December in each year, the Board of Directors shall appoint a Nominating Committee of three (3) members, none of whom shall be a member of the Board, whose duty it shall be to nominate candidates for directors to be elected at the next annual election. They shall notify the Secretary in writing, at least 20 days before the date of the annual meeting, of the names of such candidates, and the Secretary, except as herein otherwise provided, shall mail a copy thereof to the last recorded address of each member simultaneously with the notice of the meeting.

0794 0912

27

Section 2 - Independent Nomination: Nominations for directors may also be made, endorsed with the names of not less than ten Class A members of the Homeowners Association, provided such nominations are forwarded to the Secretary at least five (5) days prior to the annual meeting of the Homeowners Association for immediate transmittal by him to the members.

Section 3 - Special Committees: The President may, at any time, appoint other committees on any subject for which there are no standing committees.

Section 4 - Committee Quorum: A majority of any committee of the Homeowners Association shall constitute a quorum for the transaction of business, unless any committee shall by a majority vote of its entire membership decide otherwise.

Section 5 - Committee Vacancies: The President shall have the power to fill vacancies in the membership of any of the various committees.

ARTICLE VII

SEAL

The seal of the Corporation shall be as more particularly shown in the following impression:

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended, repealed, or altered in whole or in part by a majority vote at any duly organized meeting of the Corporation. The proposed change shall be mailed to the last recorded address of each member at least ten days before the time of the meeting which is to consider the change.

0794 0913

28

Kane County Recorder
Document # 94K058431
Date recorded 7/25/1994
Doc Type – DCLN
Subd Code - OAKRDGF

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR OAK RIDGE FARM SUBDIVISION, PLATO TOWNSHIP, KANE COUNTY, ILLINOIS

94K058431

Now, this Amendment to Declaration is made this 20th day of July, 1994, by RUSSELL ROAD/OAK RIDGE DEVELOPMENT CORP. an Illinois Corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant heretofore recorded a Declaration of Protective Covenants, Conditions and Restrictions for Oak Ridge Farm Subdivision, Plato Township, Kane County, Illinois, which was recorded on March 11, 1994 as Document No. 94K021980 (the "Declaration"); and

WHEREAS, Declarant is the owner of all of the real estate which is subject to the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration in certain respects.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Paragraph 4.3 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

4.3 Minimum Living Space Area: the minimum square footage of living space of dwellings constructed on the lots in the Development shall be not less than 1,800 square feet for a one level dwelling and 2,200 square feet for a dwelling having two or more living levels, excluding basements, crawl spaces, attics, decks, porches and garages.

B. Exhibit "C" of the Declaration, referred to in Paragraph 7.3(b) of the Declaration, which was inadvertently omitted therefrom, is hereby attached to and made a part of, the Declaration.

C. In all other respects the Declaration shall remain in full force and effect as originally executed, as amended herein.

IN WITNESS WHEREOF, RUSSELL ROAD/OAK RIDGE DEVELOPMENT CORP., an Illinois Corporation, has caused its corporate seal to

FILED FOR RECORD
KANE COUNTY, ILL.
94 JUL 25 AM 10:45
RECORDER

0904 0744

OAK RIDGE (PA on all lots)

94K058431

(3)

Brady McGovern, Martin Collins, Jensen PO
2425 Royal Blvd, P.O. Box 807 1500
Elgin, IL 60121-0807

1500

be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary this 20th day of July, 1994.

RUSSELL ROAD/OAK RIDGE DEVELOPMENT
CORP., an Illinois Corporation:

By: *Theodore Heise*
Its President

ATTEST *Charles H. Burnidge*
Its Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY, that Theodore Heise is personally known to me to be the President of the corporation, and Charles H. Burnidge is personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Shareholders of said corporation, as their free and voluntary act, and as the free and voluntary and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of July, 1994.



Jackaleen Arnold
Notary Public

THIS DOCUMENT PREPARED BY:

RICHARD L. HEIMBERG
BRADY, McQUEEN, MARTIN, COLLINS & JENSEN
2425 Royal Blvd.
Elgin, IL 60123
(708) 695-2000

docs\oakrid.amd

94K058431

0904 0745

EXHIBIT "C"

Each of the Lots in Oak Ridge Farm Subdivision shall be responsible for an equal share of any assessments, special assessments, or other levies by the Homeowner's Association, being one-fifty-sixth (1/56th) thereof per each Lot.

94K058431

0904 0746

9

Kane County Recorder

Document # 94K073610

Date recorded 9/27/1994

Doc Type – AMDT

Subd Code - OAKRDGF

94K073610

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR OAK RIDGE FARM SUBDIVISION, PLATO TOWNSHIP,
KANE COUNTY, ILLINOIS

This Amendment (this "Amendment") is made this 23rd day
of September, 1994, by Russell Road/Oak Ridge Development Corp.,
an Illinois corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant heretofore recorded a Declaration of
Protective Covenants, Conditions and Restrictions for Oak Ridge
Farm Subdivision, Plato Township, Kane County, Illinois, which
was recorded on March 11, 1994 as Document 94K021900 and which
was amended by Amendment to Declaration dated July 20, 1994, and
which was recorded in the Kane County Recorder's office as
Document No. 94K058431 (Collectively the "Declaration"); and

WHEREAS, Declarant is owner of all the real estate
which is subject to the Declaration legally described on Exhibit
A attached hereto; and

WHEREAS, Declarant wishes to amend the Declaration in
certain respects.

NOW THEREFORE, the Declaration is hereby amended as
follows:

A. Paragraph 4.5 of the Declaration is hereby deleted
in its entirety and the following is inserted in lieu
thereof:

4.5 Minimum Yard Requirement:

Minimum setbacks shall be as set forth on the Plat
of Subdivision recorded on March 11, 1994, as
Document No. 94K021979; provided, however, where
the Plat of Subdivision fails to set forth any
minimum setback requirements, such minimum
setbacks shall be as required by applicable law or
code.

B. Paragraph 4.8(b) is hereby deleted in its entirety
and the following is inserted in lieu thereof:

Not more than one driveway or entrance from a
public street to a lot is permitted, however,
semicircular driveways with two entrances from a
public street shall be permitted unless prevented
by applicable law or code.

C. Paragraph 8.2 is hereby deleted in its entirety and
the following is inserted in lieu thereof:

Amendments:

These covenants and restrictions may be amended by
Declarant at any time prior to the sale of any
lots and thereafter by approval of the Owners of
80% of the respective lots.

D. In all other respects the Declaration shall remain
in full force and effect as unmodified.

OAK RIDGE

418286

FILED FOR RECORD
KANE COUNTY, ILL.
SEP 27 AM 11:00

Handwritten signature

019370X46

94K073610

0961 0636



CHICAGO TITLE INSURANCE CO.
Kane County Office
General Offices 50134
Phone 214-2750

Handwritten initials

Handwritten signature

16.00

3

IN WITNESS WHEREOF, Russell Road/Oak Ridge Development Corp., an Illinois corporation, has executed this Amendment on the date above written.

RUSSELL ROAD/OAK RIDGE DEVELOPMENT CORP.,
An Illinois corporation

By: [Signature]
Its President
Attest: [Signature]
Its Secretary

ACKNOWLEDGEMENT

STATE OF ILLINOIS }
 } SS
COUNTY OF KANE }

I, the undersigned, a Notary Public in and for and residing in KANE County, in the said State aforesaid, do hereby certify that Thomas E. Miller of RUSSELL ROAD/OAK RIDGE DEVELOPMENT CORP., as aforesaid, and Terry Hoover, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Company did affix the said corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

0961 0631

Given under my hand and Notarial seal this 23rd day of September, 1994.



[Signature]
Notary Public

MAIL TO [Arrow]

This document prepared by: Keith A. Spong, 2425 Royal Blvd., Elgin, Illinois 60123

94K073610

kas-rus-road.doc

EXHIBIT A

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41,
42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 AND 61
OF OAK RIDGE FARM SUBDIVISION, IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS.

94K073610

0961 0638

3

Kane County Recorder

Document # 96K005147

Date recorded 1/23/1996

Doc Type – AMDT

Subd Code - OAKRDGF

FILED FOR RECORD
KANE COUNTY, ILL.

96K005147

96 JAN 23 PM 3:15

Lynnda M. Reiner
RECORDER

OAK RIDGE F (LOT 20)

1/30283

AMENDMENT TO PLAT OF OAK RIDGE FARM SUBDIVISION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION AND MICROFILMING.



CHICAGO TITLE INSURANCE CO.
Kane County Office
Geneva, Illinois 60134
Phone 232-2750

22

Chg 33⁰⁰/₁

96K005147

AMENDMENT TO PLAT OF OAK RIDGE FARM SUBDIVISION ("PLAT OF SUBDIVISION"), BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND PART OF THE WEST HALF OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN PLATO TOWNSHIP, KANE COUNTY, ILLINOIS (THE "SUBDIVISION") AND WHICH WAS RECORDED ON MARCH 11, 1994, AS DOCUMENT 94K021979.

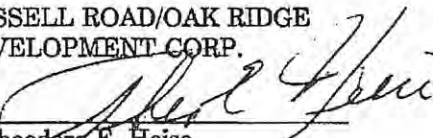
The undersigned, representing 100% of the owners of the Lots in the Subdivision, do hereby acknowledge and record their approval of this amendment to the Subdivision Plat as follows:

The 215 foot building line for Lot 20 in the Subdivision is hereby amended to be reduced to be a building line of 165 feet.

In all other respects, the Plat of Subdivision shall remain in full force and effect as unmodified.

Record Titleholder of
Lots 1, 3, 4, 6, 9, 11,
12, 14, 16 through 23,
28 through 32, 34, 36, 37,
40 through 44, 49, 50,
51, and 54 through 61

RUSSELL ROAD/OAK RIDGE
DEVELOPMENT CORP.

By: 
Theodore E. Heise,
President

ATTEST:

By: 
Jerry Hoover, Secretary

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and residing in Cook County, in the said State aforesaid, do hereby certify that Theodore E. Heise, President of RUSSELL ROAD/OAK RIDGE DEVELOPMENT CORP. and Jerry Hoover, Secretary, of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, and the said President and Secretary then and there acknowledge that he as custodian of the corporate seal of said Company did affix the said corporate seal of said Company to

said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 6th day of Dec., 1995



Jackaleen Arnold
Notary Public

Record Titleholder of
Lots 2, 24,

BLACKHAWK BUILDERS, INC.

By: [Signature]
(President)

ATTEST:

By: [Signature]

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and residing in Cook County, in the said State aforesaid, do hereby certify that Mrs. E. Neise, President of BLACKHAWK BUILDERS, INC. and [Signature], Secretary, of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, and the said President and Secretary then and there acknowledge that he as custodian of the corporate seal of said Company did affix the said corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.


Given under my hand and Notarial seal this 6th day of December, 1995



Jackaleen Arnold
Notary Public

Record Titleholder of
Lot 52


Scott Heifetz


Heidi Heifetz


Subscribed and sworn to
before me this 17th day
of Dec, 1995.

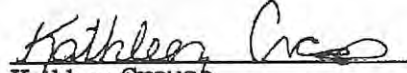

Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 48


Gary C. Crouse


Kathleen Crouse

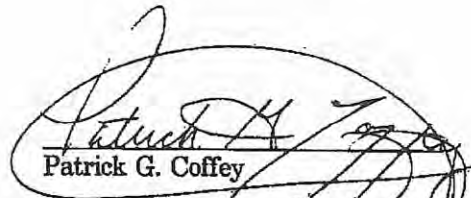
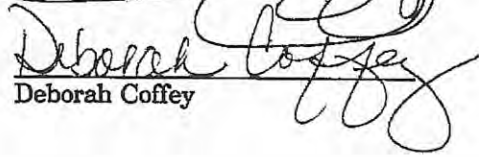
Subscribed and sworn to
before me this 21st day
of Dec., 1995.


Notary Public

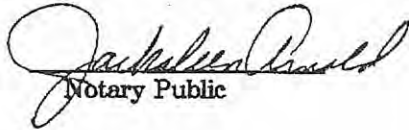


Unofficial

Record Titleholder of
Lot 39


Patrick G. Coffey

Deborah Coffey

Subscribed and sworn to
before me this 20th day
of Dec, 1995.


Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/20/99

Unofficial

Record Titleholder of
Lot 5

George E. Voris
George E. Voris

Paula J. Voris
Paula J. Voris

Subscribed and sworn to
before me this 20th day
of Dec., 1995.

Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 35

LeRoy A. Schramm
LeRoy A. Schramm

Pamela J. Schramm
Pamela J. Schramm

Subscribed and sworn to
before me this 13th day
of June, 1995

Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 33

Donald J. Wagner
Donald J. Wagner

Joyce M. Wagner
Joyce M. Wagner

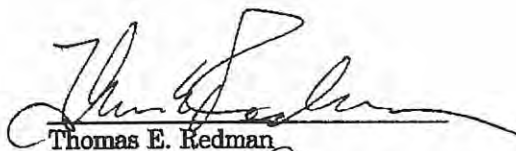
Subscribed and sworn to
before me this 27th day
of Dec., 1995.

Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 15


Thomas E. Redman


Tina M. Redman

Subscribed and sworn to
before me this 18th day
of Dec., 1995.


Notary Public



Unofficial

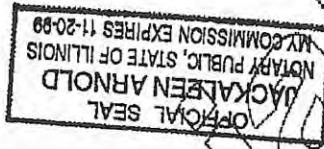
Record Titleholder of
Lot 10

Danno L. Wales
Danno L. Wales

Nancy L. Wales
Nancy L. Wales

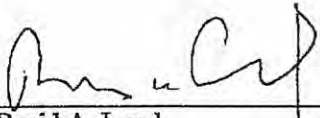
Subscribed and sworn to
before me this 9th day
of Jan, 1998

Jackson Arnold
Notary Public

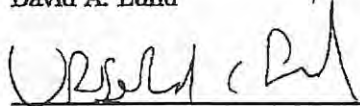


Unofficial

Record Titleholder of
Lot 7



David A. Lund



Ursula C. Lund

Subscribed and sworn to
before me this 2nd day
of Jan, 1998



Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 8

Darryl K. Lorenz
Darryl K. Lorenz

Deborah M. Lorenz
Deborah M. Lorenz

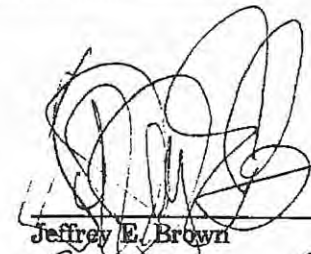
Subscribed and sworn to
before me this 17th day
of Dec., 1995.

Jackaleen Arnold
Notary Public

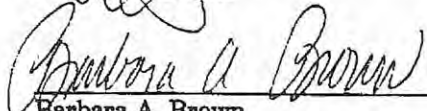
OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 53



Jeffrey E. Brown



Barbara A. Brown

Subscribed and sworn to
before me this 28th day
of Dec., 1995.


Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 46

Robert J. Wisdom
Robert J. Wisdom

Lisa B. Wisdom
Lisa B. Wisdom

Subscribed and sworn to
before me this 2nd day
of June, 1995

Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 26

Steven P. Wilkening
Steven P. Wilkening

Sheri L. Wilkening
Sheri L. Wilkening

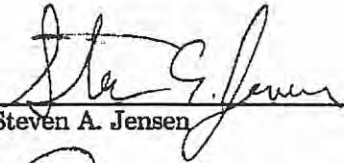
Subscribed and sworn to
before me this 2nd day
of Jan, 1996

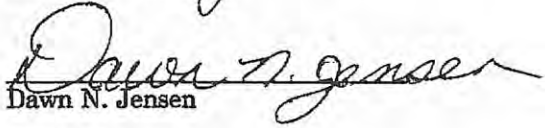
Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 27


Steven A. Jensen


Dawn N. Jensen

Subscribed and sworn to
before me this 29th day
of Dec, 1995.


Notary Public



Unofficial

Record Titleholder of
Lot 38

James Perkins
James Perkins

Patricia Perkins
Patricia Perkins

Subscribed and sworn to
before me this 17th day
of Dec., 1995.

Jackaleen Arnold
Notary Public



Unofficial

Record Titleholder of
Lot 45

Dale W. Volkering
Dale W. Volkering

Donna J. Volkering
Donna J. Volkering

Subscribed and sworn to
before me this 19th day
of Dec., 1995.

Jackaleen Arnold
Notary Public



Unofficial

Record Titleholder of
Lot 47

Timothy R. Pfeiffer
Timothy R. Pfeiffer

Mary L. Pfeiffer
Mary L. Pfeiffer

Subscribed and sworn to
before me this 16th day
of Dec., 1995.

Jackaleen Arnold
Notary Public

OFFICIAL SEAL
JACKALEEN ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-20-99

Unofficial

Record Titleholder of
Lot 18

Allen A. Castle
Allen A. Castle

Barbara L. Castle
Barbara L. Castle

Subscribed and sworn to
before me this 27th day
of Dec., 1995.

Jackaleen Arnold
Notary Public



PREPARED BY AND AFTER RECORDING MAIL TO:

Keith A. Spong, Esq.
Brady, McQueen, Martin, Collins & Jensen
2425 Royal Blvd.
Elgin, IL 60123/(708) 695-2000

kas\oakrdg.amd

Unofficial

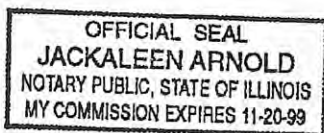
Record Titleholder of
Lot 35

Peter A. Loiacono
Peter A. Loiacono

Sara B. Loiacono
Sara B. Loiacono

Subscribed and sworn to
before me this 27th day
of January 1996.

Jackaleen Arnold



Unofficial

Prepared by and after recording mail to:
Keith A. Spang
2425 Royal Blue
Elgin, IL 60123

Kane County Recorder

Document # 1999K111265

Date recorded 11/19/1999

Doc Type – DCLN

Subd Code- OAKRDGF

FILED FOR RECORD
KANE COUNTY, ILL.

1999 NOV 19 AM 10:15

Lynnda M. Quinn
RECORDER

**AMENDMENT TO DECLARATION OF 1999K111265
PROTECTIVE COVENANTS, CONDITIONS &
RESTRICTIONS FOR OAK RIDGE FARM
SUBDIVISION, PLATO TOWNSHIP, KANE COUNTY,
ILLINOIS AND AMENDMENT TO BYLAWS**

This Amendment to Declaration is made this 24th day of June, 1999, by the Oak Ridge Farm Homeowner's Association, an Illinois not-for-profit corporation, hereinafter referred to as ("Homeowners")

WITNESSETH:

WHEREAS, heretofore a Declaration of Protective Covenants, Conditions and Restrictions for Oak Ridge Farm Subdivision (the "Declaration"), Plato Township, Kane County, Illinois, and the By-Laws of Oak Ridge Farm Homeowner's Association ("By-Laws"), were recorded March 11, 1994, as Document No. 94K021980; and amended by document No. 94K058431, recorded on July 25, 1994, and by document No. 94K07361, recorded on September 27, 1994; and

WHEREAS, the Homeowners by the required vote at a duly called and authorized meeting on June 24, 1999, voted to amend the Declaration and By-Laws in certain respects.

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

AMENDMENTS TO DECLARATION:

A. Paragraph 2.2 (a) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

2.2 (a) Class A-Class A members shall be the owners of all or any part of the real estate described in the aforesaid Exhibit "A", except as defined as Class B members. Each Class A member shall be entitled to one vote, provided however, that until the termination of Class B membership, there shall be no Class A voting rights. In the event any Class A member transfers a part but not all of his property encompassed by this Declaration, then each Owner of any portion of such transferred property shall be a Class A member, whose rights and obligations under this Declaration shall be determined in proportion to said Owners' interest in said Property. There shall be one vote per lot.

B. Paragraph 4.11 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

4.11 Swimming Pools, Hot Tubs and Sport Courts:

(a) Swimming pools, hot tubs and courts for racquet sports, including, but not limited to, tennis, handball, racquetball, or paddle ball, shall be located in the rear yard and shall be landscaped around the outside of the perimeter thereof and be situated so as not to diminish the privacy, use and enjoyment of adjacent property.

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- (b) No above ground swimming pools shall be permitted in the Development. In addition to the landscaping required in Article IV, in-ground swimming pools shall be enclosed by a fence.
- (c) Any hot tub installed on a Lot may be above grade, and need not be in the ground so long as such hot tub is physically connected to and located within the perimeter of a deck constructed or patio located on the Lot. The installation of any hot tub must comply with the provisions of Article IV hereof relating to architectural control and all required approvals thereof must be obtained.

C. Paragraph 4.13 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

4.13 Fences: No fence shall be erected on any Common Area, berms or landscape easements in the Development. Any fence erected on a lot in the Development shall be of open design and shall not exceed four and one-half (4 ½) feet in height (except those surrounding swimming pools which shall be constructed of wood, wrought iron, or wrought iron style aluminum and approved by the Architectural Control Committee). Open design shall mean a fence of split rail or post and rail design having no more than three horizontal rails, generally consistent with the rural character of the area. All interior and exterior fence materials must be pre-approved by the Architectural Control Committee, pursuant to Article III. No fences or gates shall be erected or placed between the dwelling, and any right-of-way line. No fence may alter or impair surface drainage flow, obstruct or cause to obstruct the proper function of drainage channels and swales in the Development.

D. Paragraph 4.26 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

4.26 Exterior Antennae: No exterior radio or television receiver, transmitters or antennae shall be installed or maintained on any lot or any building located thereon. Satellite reception dishes less than nineteen (19) inches in diameter are permitted.

E. In all other respects the Declaration as previously amended, shall remain in full force and effect as originally executed, as amended herein.

AMENDMENTS TO BY-LAWS

A. Article I of the By-Laws is hereby deleted in its entirety and the following is inserted in lieu thereof:

NAME AND LOCATION

The name of the Corporation is OAK RIDGE FARM HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Homeowners Association". The principal office of the corporation shall be located at such place as may be designated by the Directors, but the meetings of the members and directors may

be held at such places within the State of Illinois, Kane County, as may be designated by the Directors.

- B. Article II Section 1 of the By-Laws is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 1 – Annual Meetings The first meeting of the members shall be held within sixty (60) days after the termination of Class B membership as defined in the Declaration of Covenants, Conditions, and Restrictions to which these By-Laws are appended and hereinafter referred to as the "Declaration". Any subsequent regular annual meeting of the members shall be held on the first Tuesday of May, each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

- C. Article II Section 7 is hereby added as follows:

Section 7 – Election: There shall be one vote per lot.

- D. Article III Section 3 of the By-Laws is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 3 – Terms of Office: The first directors, or successor directors, selected pursuant to Section 1 of this Article shall serve until the expiration of Class B membership. At the first meeting after the expiration of Class B membership, the members shall elect new directors to succeed those whose terms have expired for a new term of one (1) year. At the second meeting the Class A members shall elect three board members (the three receiving the highest votes) to two (2) year terms and two board members to one (1) year terms. Thereafter, each board member shall be elected to a term of two (2) years.

- E. Article V Section 2 of the By-Laws is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 2 – Method of Election: The Board of Directors shall elect all officers for a term of one year, the President being elected from among the members of the Board of Directors. A non-Board member may be elected President, but must be qualified to be a Director as set forth in Article III, Section 2. A majority of a quorum present shall be necessary to constitute an election.

- F. Article VI Section 6 of the By-Laws is hereby added as follows:

Section 6 – Election of Architectural Control Committee: The members of the Architectural Control Committee shall be elected at the annual membership meeting. Beginning with the second meeting, the Class A members shall elect two committee members (the one receiving the highest votes) to a two (2) year term and one committee member to a one (1) year term. Thereafter, each elected committee member shall be elected to a term of two (2) years.

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The Board of Directors shall appoint the third member to the Architectural Control Committee, from among the members of the Board of Directors, to a one year term,

G. In all other respects the By-Laws shall remain in full force and effect as originally executed, and subsequently amended and as amended herein.

In WITNESS WHEREOF, Oak Ridge Farm Home Owners Association, an Illinois not for profit corporation, has caused its name to be signed to these presents by its President and attested by its Secretary this 16 day of November, 1999.

Oak Ridge Farm Home Owners Association,
An Illinois not for profit corporation:

Edward T Zarda
Its President

ATTEST Patricia S. Schum
Its Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY, that Edward T Zarda is personally known to me to be the President of the corporation, and Patricia S Schum is personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Shareholders of said corporation, as their free and voluntary act, and as the free and voluntary and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of November 1999.

Bradley E. Cahow
Notary Public

RETURN TO:
THIS DOCUMENT PREPARED BY:
Bradley E. Cahow
Attorney at Law
1070 Larkin Ave.
Elgin, IL 60123-5271
(847) 697-8000

32157



1999 K 111 1265

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Kane County Recorder

Document # 2013K015928

Date recorded 2/28/2013

Doc Type – AMDT

Subd Code- OAKRDGF



**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS &
RESTRICTIONS FOR OAK RIDGE FARM
SUBDIVISION, PLATO TOWNSHIP, KANE COUNTY,
ILLINOIS AND AMENDMENT TO BY-LAWS**

**2013K015928
SANDY WEGMAN
RECORDER - KANE COUNTY, IL**

RECORDED: 2/28/2013 2:59 PM
REC FEE: 33.00 RHSPS FEE: 10.00
PAGES: 5

This Amendment to Declaration is made this 27th day of June, 2013, by the Oak Ridge Farm Homeowner's Association, an Illinois not-for-profit corporation, Hereinafter referred to as ("Homeowners")

WITNESSETH.

WHEREAS, heretofore a Declaration of Protective Covenants, Conditions and Restrictions for Oak Ridge Farm Subdivision (the "Declaration"), Plato Township, Kane County, Illinois, and the By-Laws of Oak Ridge Farm Homeowner's Association ("By-Laws"), were recorded March 11, 1994, as Document No. 94K021980, and amended by document No. 94K058431, recorded on July 25, 1994, and by Document No. 94K07361, recorded on September 27, 1994; and Document No 199K111265, recorded on November 19, 1999, and

WHEREAS, the Homeowners by the required vote at a duly called and authorized meeting on June 13, 2012, voted to amend the Declaration and By-Laws in certain respects.

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

AMENDMENTS TO DECLARATION:

- A Paragraph 3 2(c) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof

3.2(c) All plans and specifications for any exterior addition to, or change or alteration in, any dwelling, accessory building, any other building, fences, walls, driveways and any other structures or any additions to, or changes or alterations in, any landscaping. Routine landscaping alterations, such as removing, replacing, or transplanting of trees, bushes, or other landscaping material or plants does not require submission to or approval by the Architectural control Committee

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- B. Paragraph 4.12 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

4.12 Exterior Lighting.

Exterior lights may not be of such intensity, or placed in a position, which would unreasonably interfere with the use and enjoyment of any other property or illuminate the house, yard, or windows thereof on adjacent property in or adjacent to the Development, or create a nuisance or hazard on roadways in or adjacent to the Development. Lights used in connection to an outdoor swimming pool, or other sport court shall conform to normal intensity for those activities, as measured in wattage or lumens, but such lights shall not be illuminated beyond 12:01 a.m. Security lights of lower intensity may be illuminated throughout the hours of darkness. All exterior lighting shall be reviewed and approved by the Architectural Control Committee prior to its installation.

- C. Paragraph 5 3(a) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof

5 3(a) Open/Unimproved lots are to be mowed a minimum of five (5) times between May 1st and November 1st in order to prevent the unsightly growth of vegetation and noxious weeds

- D Paragraph 7.3 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

7 3 Computation of Annual Assessments: Payments of assessments shall be in such amounts and at such times as provided below:

- (a) The Association shall include in its yearly budget an estimated amount necessary to pay the cost of development maintenance and repair of the Common Areas, and Wetlands. The Lots shall be equally assessed for this development, maintenance and repair. Neither the Association nor any other Lot owners shall be solely responsible for this maintenance and repair or the cost thereof

The Association shall additionally assess each Lot owner the sum of Twenty Dollars (\$20.00) to be used specifically for restoration of the Common Areas. This assessment shall be included in the yearly budget and shall remain a budget item for a period of twenty (20) years commencing with the year of this agreement.

- (b) On or before December 31st of the year in which conveyance of the Common Areas and Wetlands is made to the Homeowner's Association, and on or before November 1st thereafter, the Board of Directors shall estimate that total amount necessary to pay the cost of the maintenance of the Common Areas and Wetlands 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

All obligations of the Owners hereunder, including, but not limited to the Common Areas and Wetlands, for assessments, special assessments or other levies by the Homeowner's Association pursuant to this Declaration or the By-Laws of the Homeowner's Association, shall be determined according to the calculations shown on Exhibit "C", a copy of which is attached hereto. On or before the first day of July of every year thereafter, each Owner (except Declarant) shall be obligated to pay the Board of Directors or as it may direct, one-half (1/2) the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the expenses 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 such excess, as the Board of Directors sees fit, to expenses and/or reserves for the subsequent year.

- (c) All monies collected by the Homeowners Association, whether they be the restoration monies, the annual assessments, or special assessments, if any, shall become the property of or be held for the Homeowners Association, and shall not be refunded to any initial or subsequent owner of a lot. If said estimated cost 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 assessments on all Owners by a statement in writing, giving the amount and reasons therefore, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of thirty percent (30%) of the approved assessment must be approved by two-thirds (2/3rds) of the members voting in person or by proxy at a meeting duly called for such purposes.
- (d) In addition to the annual assessments authorized above, the Homeowners Association may levy, in any assessment year, special assessments for 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 and Wetlands, including fixtures and personal property related thereto, provided that any such assessments in excess of One Hundred and 00/100 Dollars (\$100 00) for each Lot in any assessment year shall require the assent of two-thirds (2/3rds) of the votes 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, including Declarant, of any Lots
- (e) With regard to any Lot or Lots upon which homes are being constructed or have been completed and title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on those Lots on the

same basis as any other Owner as provided in Article VII hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent to satisfy any deficit or shortage in the Homeowners Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section, provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessment of each Owner by reason of this Section. The assessments charged to the Declarant and the amount of the Declarant's liability hereunder to satisfy any deficit or shortage in the Homeowners' Association's operating budget shall be the obligation of the Declarant and shall be a continuing lien upon the Lots held by the Declarant, subject to all the provisions of this Declaration regarding assessment liens. Until such time as the Transfer Date has occurred, the assessments covering the Lots which have not been sold by the Declarant may be paid on a monthly basis, or at its option, paid to the Association at the close of each calendar year without interest.

- (f) 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 biannual 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.

 - (g) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or facilities, or abandonment of his Lot. Except as otherwise provided in this document, an Owner on the first day of January and the first day of July shall be personally liable for one-half (1/2) the annual assessment amount. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.
- E. In all other respects the Declaration as previously amended, shall remain in full force and effect as originally executed, as amended herein.

In WITNESS WHEREOF, Oak Ridge Farm Homeowners Association, an Illinois not-for-profit corporation, has caused its name to be signed to these presents by its President and attested by its Secretary, this 27 day of February, 2013.

Oak Ridge Farm Homeowners Association,
An Illinois not for profit corporation

Tom Nodurft
Its President

ATTEST Barbara Castle
Its Secretary

STATE OF ILLINOIS)
)
COUNTY OF KANE)
)

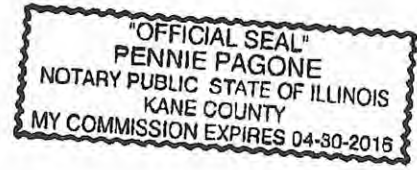
I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY, that Thomas E. Nodurft is personally known to me to be the President of the Corporation, and Barbara Castle is personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Shareholders of said corporation, as their free and voluntary act, and as the free and voluntary and deed of said corporation, for the uses and purposes therein set forth.

Give under my hand and official seal this 27th day of February, 2013

Pennie Pagone
Notary Public

THIS DOCUMENT PREPARED BY:

Thomas E. Nodurft & Barbara Castle
President & Secretary, respectively of the
Oak Ridge Farm Homeowners Association



20 Return to:
Mr. Thomas E Nodurft
10N391 Prairie Crossing
Elgin, IL 60124-8254

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Kane County Recorder

Document # 2013K032580

Date recorded 5/3/2013

Doc Type – DCLN

Subd Code- OAKRDGF



2013K032580
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 5/3/2013 9:34 AM
REC FEE: 33.00 RHSPS FEE: 9.00
PAGES: 3

Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva, IL 60134

Recording Cover Page

This page added for the purposes of affixing Recording Information

Deed _____

Other MLN - _____

UCC

Plat

Remarks:

pd Tom NODRAFT
10A391 PRAIRIE CROSSING
ELGIN IL 60124-8254

Document re-recorded May 3, 2013 to correct editing and transcribing error.

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS &
RESTRICTIONS FOR OAK RIDGE FARM
SUBDIVISION, PLATO TOWNSHIP, KANE COUNTY,
ILLINOIS AND AMENDMENT TO BY-LAWS**

This Amendment to Declaration is made this 27th day of June, 2013, by the Oak Ridge Farm Homeowner's Association, an Illinois not-for-profit corporation, Hereinafter referred to as ("Homeowners")

WITNESSETH

WHEREAS, heretofore a Declaration of Protective Covenants, Conditions and Restrictions for Oak Ridge Farm Subdivision (the "Declaration"), Plato Township, Kane County, Illinois, and the By-Laws of Oak Ridge Farm Homeowner's Association ("By-Laws"), were recorded March 11, 1994, as Document No. 94K021980; and amended by document No. 94K058431, recorded on July 25, 1994, and by Document No. 94K07361, recorded on September 27, 1994; and Document No. ~~1994~~K111265, recorded on November 19, 1999, and

WHEREAS, the Homeowners by the required vote at a duly called and authorized meeting on June 13, 2012, voted to amend the Declaration and By-Laws in certain respects

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:
AMENDMENTS TO DECLARATION:

- A. Paragraph 3 2(c) of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

3.2(c) All plans and specifications for any exterior addition to, or change or alteration in, any dwelling, accessory building, any other building, fences, walls, driveways and any other structures or any additions to, or changes or alterations in, any landscaping. (Note. Routine landscaping maintenance and alterations, such as removing, replacing, or transplanting of trees, bushes, or other landscaping material or plants does not require submission to or approval by the Architectural Control Committee); and,

In WITNESS WHEREOF, Oak Ridge Farm Homeowners Association, an Illinois not-for-profit corporation, has caused its name to be signed to these presents by its President and attested by its Secretary, this 1st day of May, 2013

Oak Ridge Farm Homeowners Association,
An Illinois not for profit corporation

Thomas E Nodurft
Its President

ATTEST Barbara Castle
Its Secretary

STATE OF ILLINOIS)
)
COUNTY OF KANE)
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY, that Thomas E Nodurft is personally known to me to be the President of the Corporation, and Barbara Castle is personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Shareholders of said corporation, as their free and voluntary act, and as the free and voluntary and deed of said corporation, for the uses and purposes therein set forth

Give under my hand and official seal this 1st day of May, 2013

Heidi Heifetz
Notary Public

THIS DOCUMENT PREPARED BY
Thomas E. Nodurft & Barbara Castle
President & Secretary, respectively of the
Oak Ridge Farm Homeowners Association



Pd Return to:
Mr Thomas E. Nodurft
10N391 Prairie Crossing
Elgin, IL 60124-8254

Kane County Recorder

Document # 2021K084436

Date recorded 11/9/2021

Doc Type – AMDT

Subd Code- OAKRDGF



**AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR OAK RIDGE FARM SUBDIVISION,
PLATO TOWNSHIP, KANE COUNTY,
ILLINOIS.**

**2021K084436
SANDY WEGMAN
RECORDER - KANE COUNTY, IL**

RECORDED: 11/9/2021 10:23 AM
REC FEE: \$3.00 REPS FEE: 9.00
PAGES: 3

This Amendment to Declaration is made
this 28th day of October, 2021, by the
Oak Ridge Farm Homeowners Association,
in Illinois not for profit corporation,
hereinafter referred to as ("homeowners").

WITNESSETH

WHEREAS, heretofore a Declaration of Protective Covenants, Conditions and Restrictions for Oak Ridge Farm Subdivision, ("the Declaration") Plato Township, Kane County, Illinois, was recorded on March 11, 1994, as document #94K021980; amended by document number 94K058431, recorded on July 25, 1994; amended by document number 94K07361, recorded on September 27, 1994; amended by document 1999K111265, recorded on November 19, 1999; and amended by document number 2013K015928, recorded on February 28 2013.

WHEREAS, the lot owners, by the required vote, held pursuant to the duly called meeting on May 11, 2021, voted to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Paragraph 4.32 is added to Article IV:

4.32 Leases No lot owner shall lease their residence without complying with the following terms:

1. The lease must be in writing.
2. A copy of the proposed lease, modification of any lease, or extension of any lease must be submitted to the Board of Directors no less than ten days prior to the commencement of the lease, modification, or extension. A copy of the fully executed lease, modification of any lease, or extension of any lease must be submitted to the Board prior to the commencement of the lease.
3. The lease must:
 - a. state the name of each adult tenant residing in the property;
 - b. state the address, phone number, and email address of the landlord and tenant;

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- c. state that the tenant has been provided with a copy of the Declaration of Protective Covenants, Conditions, & Restrictions for Oak Ridge Farm Subdivision, Bylaws and any amendments thereto;
 - d. contain the following acknowledgment:
 - “Tenant(s)’ Acknowledgment: Tenant(s) acknowledge and agree that tenant(s) are bound by the Declaration of Protective Covenants, Conditions, & Restrictions for Oak Ridge Farm Subdivision, Bylaws and any amendments thereto (CCRs);”
 - e. state who is responsible for maintaining the yard and landscaping on the property;
 - f. state the property must remain a single-family residence during the term of the lease.
 - g. state the property may not be used as a rooming house, hotel, or residence for transients.
4. Tenant(s)’ Acknowledgement does not relieve the Owner from the responsibility to follow the terms of the CCRs or from responsibility for violations of the CCRs committed by tenant.
 5. The lease term may not be for less than six months. After six months the lease may be converted to a month-to-month lease.
 6. Any sublease or assignment of any lease may not be for less than six months.
 7. The lease shall be for the entire lot and residence.
 8. This paragraph shall apply to any lease created or modified after the effective date of this covenant, which shall be the date recording.

B. The following sentence is added Paragraph 4.24 is added to Article IV:

“A temporary storage unit, such as a "POD", dumpster or other similar unit, may be used on a lot in the open for a period not to exceed ten (10) days in any given thirty (30) day period.”

C. The following paragraph (e) is added to Paragraph 3.2 in Article III:

“(e) All plans and specifications for solar energy systems, including a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in (a) the heating or cooling of a structure or building; (b) the heating or pumping of water; or (c) the generation of electrical energy.”

D. The following paragraph 4.31 is added to Article IV:

“Paragraph 4.31 Homeowners’ Energy Policy Statement: In accordance with the Illinois Homeowners’ Energy Policy Statement Act, 765 ILCS 165/20, the Oak Ridge Farm Homeowners Association Board of Directors shall draft guidelines for the installation of solar energy systems on a lot. The guidelines must be approved by fifty percent (50%) of the lot owners and may be amended from time to time with approval of fifty percent (50%) of the Lot owners. In the event the guidelines are so approved, they are

incorporated into these covenants and restrictions, by reference, and may be enforced in the same manner as if set forth in these covenants and restrictions.”

In all other respects the declaration has previously amended shall remain in full force and effect as originally executed and as amended herein.

IN WITNESS WHEREOF, Oakridge Farm Homeowners Association an Illinois Not for Profit Corporation, has executed this Amendment by its President and attested by its Secretary the 28th day of October, 2021.

Oakridge Farm Homeowners Association an Illinois Not for Profit Corporation

By: *Thomas E. Nodurft*
Thomas E. Nodurft, President

Attest: *Donald J. Wagner*
Donald J. Wagner, Secretary

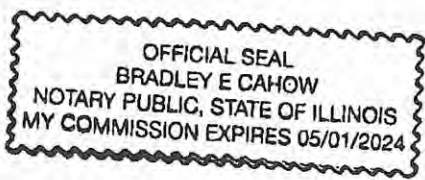
State of Illinois)
) ss
County of Kane)

I, the undersigned, a notary public, in and for the County and State aforesaid, do hereby certify that Thomas E. Nodurft, is personally known to me to be the President of the corporation, and Donald J. Wagner is personally known to me to be the Secretary of the corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument pursuant to the authority given by the lot owners of said corporation, as their free and voluntary act, and as the free and voluntary deed of said corporation for the uses and purposes therein set forth.

Given under my hand an official seal this 28th day of October 2021

Bradley E Cahow

Mail To:
This document prepared by:
Bradley E Cahow
Attorney at Law
1070 Larkin Ave
Elgin IL 60123-5271
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Oak Ridge Farm HOA

Solar Energy Policy

As of 11/9/2021

ENERGY POLICY STATEMENT OF OAK RIDGE FARM HOMEOWNERS ASSOCIATION

The Oak Ridge Farm Homeowners Association Board has approved the following policy regarding Solar Energy Installations:

In accordance with the **Illinois Homeowners' Energy Policy Statement Act, 765 ILCS 165/20**, Oak Ridge Farm Homeowners Association (ORFHA) homeowners may install solar energy systems on their homes solely for the personal use and benefit of the homeowner under the following conditions:

1. Homeowner, and not a third party, must own or lease the system that is to be installed. The system can only be solely for the personal use and benefit of the installing homeowner and not for use and benefit of other homeowner(s).
2. The solar panels or any other visible portions of the installation, shall be installed on the back portion of the roof of the house, so as to not be visible from the front of the home and within an orientation to the south or within 45 degrees east or west of due south, provided that such installation does not impair the effective operation of the solar energy system solely for the personal use and benefit of the homeowner. In the event the company tasked with designing and/or installing the solar energy system is of the opinion that the solar energy system cannot be located on the back portion of the roof of the house, that company shall detail other options that best comply with this requirement and explain why such back-of-the-roof location would or would not impair the effective operation of the solar energy system solely for the personal use and benefit of the homeowner.
3. Any solar panels must be mounted on the roof of the home and not on the ground, any side or corner of the home, or on any other apparatus. Any such roof-mounted solar panels must match the color of the roof as closely as possible and have as low a profile as possible, so as to reduce their visibility.
4. Care shall be taken to make all components of the solar energy system blend with the aesthetics of the home, so as to be as invisible and unobtrusive as possible.
5. Homeowner must follow the Declaration of Protective Covenants, Conditions And Restrictions For Oak Ridge Farm Subdivision in all regards with respect to seeking and obtaining Architectural Control Committee (ACC) approval before beginning any solar energy system installation. The Homeowner may appeal the ACC decision to the ORFHA Board.
6. All of the work necessary to complete the solar energy installation must take place on the Homeowner's property and none of the work shall be permitted in the common area or on a neighbor's property.
7. Homeowner shall comply with all applicable federal, state, and local codes, building ordinances, or other guidelines.

Approved October, 2021