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McHENRY COUNTY RECORDER  
PHYLLIS K. WALTERS

*Phyllis K. Walters*

DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS

OF

STILLING WOODS ESTATES

*(MK)* This Document Prepared by:  
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1                   DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS

2                                   OF

3                                   STILLING WOODS ESTATES

4                   THIS DECLARATION made this 28th day of June, 1995,

5                   by THE McHENRY STATE BANK, as Trustee under the provisions of a Trust Agreement  
6                   dated the 12th day of August, 1994, and known as Trust No. 12977, herein called "the  
7                   Developer".

8                                   ARTICLE I

9                                   Declaration - Purposes

10                   SECTION I: General Purpose. The Developer is the owner of certain real property  
11                   located in the County of McHenry, Illinois, said property hereinafter referred to as the  
12                   "Subdivision". The Developer desires to provide for the preservation of the values and  
13                   amenities in said Subdivision and to this end desires to subject the real property described in  
14                   Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each  
15                   and all of which is and are for the benefit of said property and each owner thereof.

16                   SECTION II: Declaration. To further the general purposes herein expressed, the  
17                   Developer, for itself, its successors and assigns, hereby declares that the real property  
18                   hereinafter described in Article III as "existing properties", whether or not referred to in any  
19                   deed of conveyance of such property, at all times is and shall be held, transferred, sold,  
20                   conveyed and occupied subject to the covenants, restrictions, easements, charges and liens  
21                   (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of

1 this declaration are intended to create mutual equitable servitude upon each lot becoming subject  
2 to this declaration in favor of each and all other such lots; to create privity of contract and estate  
3 between the grantees of such lots, their heirs, successors and assigns; and to operate as  
4 covenants running with the land for the benefit of each and all such lots becoming subject to this  
5 declaration, and the respective owners of such lots, present and future.

6 ARTICLE II

7 Definitions

8 The following words and terms, when used in this declaration, shall have the following  
9 meanings:

0 (a) "Property" shall mean and refer to the existing property subject to this declaration  
1 and such additional property as the (Developer) declarant may from time to time add and include  
2 as being subject to these conditions.

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

5 (c) "Lot" shall mean any plot of land described by a number upon any recorded  
6 subdivision map of the property or a parcel of land used for residential purposes.

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

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

1 (f) "Owner" shall mean the record owner (whether one or more persons or entities)  
2 of the fee simple title to or the contract purchaser for any lot or living unit situated upon the

property; but, notwithstanding any applicable theory of the deed to secure debt, shall not mean  
2 or refer to any holder thereof unless and until such holder has acquired title pursuant to  
3 foreclosure or any proceeding in lieu of foreclosure.

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

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

7 (i) "Single family" shall mean one or more person, each related to the other by  
8 blood, marriage or adoption, or a group of not more than three persons not all so related,  
9 together with his or their domestic servants, maintaining a common household in a dwelling.

0 (j) "Story" shall mean that portion of a dwelling included between the surface of any  
1 floor and the surface of a floor next above, or if there is no floor above, the space between the  
2 floor and the ceiling next above.

3 (k) "Living area" shall mean that portion of a dwelling which is enclosed and  
4 customarily used for dwelling purposes and having not less than seven feet headroom, but shall  
5 not include open porches, open terraces, breezeways, attached garages, carports or accessory  
6 buildings.

7 (l) "Structure" shall mean any building or other improvement erected or constructed,  
8 the use of which requires more or less permanent location on or in the ground, or in the ground,  
9 or attached to something having a permanent location on or in the ground.

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

(n) The term "Association" shall mean the Home Owner's Association as set forth in these covenants.

(o) The term "County", as used herein, shall mean McHenry County.

(p) The term "Township Highway Commissioner" shall mean the McHenry Township Highway Commissioner.

### ARTICLE III

#### Existing Property

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

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

The Developer (declarant) shall have the right, from time to time, to add and include additional property to the existing property which will be subject to these Declarations of Covenants, Conditions and Restrictions.

### ARTICLE IV

#### Architectural Review Process

SECTION I: Objectives. Developer's objectives are to carry out the general purposes expressed in this declaration; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area, and will serve to preserve and enhance existing features of natural beauty; and to assure that materials

and workmanship of all improvements are of high quality and comparable to other improvements  
with the subdivision.

SECTION II: The Committee. To achieve Developer's objectives, the Developer shall create the committee with power to administer this declaration with regard to approving or disapproving these matters which are expressed herein to be within the jurisdiction of the committee. The committee shall consist of not less than three members. Matters requiring approval of the committee shall be submitted to its chairman, or as the committee otherwise designates. Until such time as at least half the lots in the Subdivision are owned by persons other than the Developer, the Developer, solely, shall have all power and authority herein granted to the committee. After at least one-half of all lots in the Subdivision are owned by persons other than the Developer, the Developer may, but shall not be required to, form the committee referred to herein, and in any case, the Developer, if a committee is formed, may be a member of such committee.

SECTION III: Matters Requiring Approval. Prior written approval shall be obtained from the committee with respect to all matters stated in this declaration as requiring such approval. In addition thereto, no building, accessory building, pool, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the committee.

1 SECTION IV: Procedure. Whenever approval is required of the committee, appropriate  
2 plans and specifications shall be submitted to the committee. The committee shall either approve  
3 or disapprove such design and location and proposed construction and clearing activities within  
4 thirty days after said plans and specifications have been submitted to it; except that, if such plans  
5 and specifications are disapproved in any respect, the applicant shall be notified wherein such  
6 plans and specifications are deficient. The committee may withhold approval for any reason  
7 deemed by it to be appropriate, including aesthetic reasons, except that approval will not be  
8 withheld for capricious or unreasonable reasons. If such plans and specifications are not  
9 approved or disapproved within thirty days after submission, approval will not be required and  
10 this article will be deemed fully complied with. At the discretion of the committee, a reasonable  
11 filing fee established by the committee shall accompany the submissions of such plans to defray  
12 expenses, except that so long as the committee is under Developer's control, such fee shall not  
13 exceed \$50.00. No additional fee shall be required for re-submission of plans revised in  
14 accordance with recommendations made upon disapproval. A copy of each approved set of  
15 plans and specifications shall be kept on file with the committee.

SECTION V: Deviations from Covenants and Restrictions. The committee shall have  
the power to enter into agreements with the owner of any lot, without the consent of the owner  
of any other lot, or adjoining or adjacent property, to deviate from the provisions of the  
covenants' restrictions within the jurisdiction of the committee for reasons of practical difficulty  
or particular hardships which otherwise would be suffered by such owner. Any such deviation,  
which shall be manifested by written agreement, shall not constitute a waiver of any such  
covenant as to other lots in the property. However, such agreements cannot be made between

the committee and owner with regard to any activity, maintenance or construction relating to storm water detention areas.

ARTICLE V

Homeowners Association

SECTION I: Membership.

MEMBERSHIP AND PROPERTY OWNERS ASSOCIATION. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Developer from membership while it or its successors in interest, if any, owns one or more lots.

SECTION II: Voting Rights and Board of Directors. The Association shall have one class of voting membership, members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any lot.

SECTION III: The provisions of this section shall be mandatory. No owner of any interest in any lot shall have any right or power to disclaim, terminate or withdraw from his



shareholding or membership in the association of any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdraw thereof of therefrom on the part of any such owner shall be of any force or effect for any purpose.

SECTION IV: The association shall have a board of not more than five (5) directors who shall be elected by the shareholders or members of the association at such intervals as the corporate charter and by-laws of the association shall provide, except that vacancies in the board occurring between regularly scheduled meetings of the members or shareholders may be filled by the board of directors if so provided by the corporate charter or by-laws and that the first board may be appointed by the Developer (or its beneficiary or designee). The association shall have such officers as shall be appropriate from time to time, who shall be elected by the board who shall manage and conduct the affairs of the association under the direction of the board. Except as expressly otherwise provided by the charter or by-laws, all power and authority to act on behalf of the association both pursuant to this declaration and otherwise shall be vested in its board from time to time and its officers under the direction of the board, and shall not be subject to any requirement of approval on the part of its shareholders or members. The corporate charter and by-laws of the association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

SECTION V: The association, being a not-for-profit corporation, shall not distribute to its shareholders or members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the board, be eliminated or the amount thereof

appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

SECTION VI: Whenever possible, the association shall perform its function and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the board shall determine from time to time.

SECTION VII: The books and records to be kept by the board shall be available for inspection by any owner or any representative of an owner duly authorized in writing, or any holder of a first mortgage lien on a lot at such reasonable time or times during the normal business hours as may be requested by the owner or by the holder of said first mortgage lien.

#### ARTICLE VI

##### Provisions Relating to Storm Water Drainage and Detention Areas

SECTION I: Individual lot owners have the obligation to maintain storm water detention and retention facilities on their property.

The association shall have the right but not the obligation to maintain or repair such if the individual lot owner fails to do so and if done so by the association, it may obtain reimbursement of necessary expenses incurred in connection with such from the owner.

An irrevocable license and easement is hereby granted to the Association, and its successors, to go upon common areas from time to time for the purposes of maintenance, replacement and repair of water, creeks, ponds, dredging, drainage tile, curtain drains, drainage

and other drainage facilities, should the owner fail to properly maintain such. The association shall be empowered to compel correction of a problem concerning maintenance after providing notice to the owner, except no notice shall be required when it is determined that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the owner fails to perform the necessary maintenance within a reasonable time after receiving such notice from the association, the association shall have the right to perform or cause to be performed such maintenance and other operations as are necessary to properly preserve the drainage structures and characteristics of any detention facilities. If the association is required to perform such service, it shall be entitled to complete reimbursement by the owner. The easement of access granted to the association by this section shall be an easement appurtenant, running with the land, and it shall, at all times, be binding upon the owner, all of its grantees and their respective heirs, successors, personal representatives and assigns. This declaration may not be amended if the result would in any manner diminish its function of insuring compliance with all ordinances, requirements and other applicable regulations concerning the drainage and detention improvements and that the responsibility for continued maintenance, operation and preservation of said facilities shall not be abrogated by any amendment. If the owner fails to reimburse the association for any such expenses within ten (10) days of notice being sent to the owner at the address of the last taxpayer of record of the subject lot, the association may levy an assessment against the lot for reimbursement and file a lien on any such lot and enforce it in the same manner as set forth in the covenant.

SECTION II: Additional provisions relating to storm water drainage and detention.

1 (A) The association shall have the right and duty to repair and maintain the storm  
2 water drainage and detention areas if the owner fails to do so.

3 (B) The association shall have the right to ingress and egress over and upon the lots  
4 for any and all purposes connected with the use, maintenance, operation and repair of the  
5 detention and retention facilities.

6 (C) Notwithstanding any provisions herein to the contrary, the easements hereinafter  
7 created shall be subject to:

8 (a) The right of Developer to execute all documents and do all other acts and  
9 things affecting the premises which, in the Developer's opinion, are  
0 desirable in connection with Developer's rights hereunder.

1 ARTICLE VII

2 Covenant for Maintenance Assessments

3 SECTION I: The Developer, for each lot owned within the property, hereby covenants,  
4 and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so  
5 expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the  
6 association: annual assessments or charges, and such assessments to be fixed, established and  
7 collected from time to time as hereinafter provided. The annual assessments, together with such  
8 interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the  
9 land and shall be a continuing lien upon the property against which each such assessment is  
0 made. Each such assessment, together with such interests, costs and reasonable attorney's fees,  
1 shall also be the personal obligation of the person who was the owner of such property at the  
2 time when the assessment fell due.

SECTION II: The assessments levied by the association shall be used exclusively for the  
2 purpose of promoting the health, safety, and welfare of the residents and in particular for the  
3 maintenance of the storm water detention and drainage facilities. Such maintenance shall  
4 include, but not be limited to, the cost of the repair, replacement and maintenance of storm  
5 water detention and retention facilities as may, from time to time, be authorized by the board.

6 SECTION III: The board shall be authorized to fix the annual assessment in an amount  
7 sufficient to meet the costs and expenses as contained in Section II hereof.

8 SECTION IV: Annual assessments or dues must be fixed at a uniform rate for all lots.

9 SECTION V: The annual assessments provided for herein shall commence for all lots  
0 within the property on the first day of the month following the conveyance of the first lot. The  
1 board shall fix the amount of the annual assessment against each lot in advance of each annual  
2 assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be  
3 the fixed amount.

4 Written notice of any change amount of annual assessment shall be due on the first day  
5 of each month. An owner shall first be liable for payment of the full monthly assessment or  
6 dues on the first day of the month following conveyance of title to him. The association shall,  
7 upon demand, at any time, furnish a certificate, in writing, signed by an officer or agent of the  
8 association setting further whether the assessments on a specified lot have been paid. Such  
9 certificates shall be conclusive evidence of payment of any assessment therein.

0 SECTION VI: Any assessments which are not paid when due shall be delinquent. If the  
1 assessment is not paid within thirty (30) days after the due date, the assessment shall bear  
2 interest from the date of delinquency at a rate of fifteen (15%) percent, per annum, and the

1 association may bring an action at law against the owner personally obligated to pay the same,  
2 or, foreclose the lien against the property; and interest, costs and reasonable attorney's fees of  
3 any such action shall be added to the amount of such assessment. Each owner, by his  
4 acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right  
5 and power to bring all actions against such owner personally for the collection of such charges  
6 or assessments a sa debt, and to enforce the aforesaid lien by all methods available for the  
7 enforcement of such liens, including foreclosure by an action brought in the name of the  
8 association in a like manner as a mortgage or deed of trust lien on real property.

9  
10 ARTICLE VIII

11 Insurance

12 The association shall be responsible for maintaining comprehensive public liability  
13 insurance, including liability for injuries to and death of persons, and property damage, in such  
14 limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring  
15 each owner, the association, its officers, members of the board, the manager and managing agent  
if any, and their respective employees and agents.

6 ARTICLE IX

7 Interim Procedure

8 SECTION I: Until each of the various lots shall have been conveyed by the Developer  
9 to the first owner thereof (or to such owner's nominee), the Developer shall, with respect to  
0 each such unsold lot, have all the rights granted to the owners.

SECTION II: Until the association shall have been organized and shall have assumed  
2 its duties and powers, the Developer shall have all the rights, powers, duties and obligations  
3 herein granted to, or imposed upon, the association and shall be authorized and empowered to  
4 take if the association had then been formed. Alternatively, until the initial meeting of the  
5 members, the Developer may appoint the board which shall have the same powers and authority  
6 as given to the board generally.

7 SECTION III: The powers granted to the Developer hereof shall include, without  
8 limitation, the power to assess upon and collect from the individual owners, their respective  
9 proportionate shares of the funds required for the carrying out of all the duties and obligations  
10 of the association.

## 11 ARTICLE X

### 12 Remedies

13 SECTION I: The association or any owner shall have the right to enforce, by any  
14 proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations,  
15 liens and charges now or hereafter imposed by the provisions of this declaration. Any owner  
16 found to be in violation by a court of competent jurisdiction of any of the foregoing shall also  
17 be liable for reasonable attorney's fees incurred by the association in prosecuting such action.  
18 The amount of such attorney's fees together with court costs, if unpaid, shall constitute an  
19 additional lien against the defaulting owner's lot, enforceable as other liens herein established.  
20 Failure by the association or by an owner to enforce any covenant or restriction herein contained  
1 shall in no event be deemed a waiver of the right to do so thereafter.

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

4 SECTION III: Any notices required to be sent to any member of the association or to  
5 an owner under the provisions of this declaration shall be deemed to have been properly sent  
6 when mailed, postage prepaid to the last known address of such member or owner as it appears  
7 on the records of the association at time of such mailing, and by mailing a copy to the owner  
8 at the address of the last taxpayer of record as appears on the records of the County Treasurer.

9 SECTION IV: If, at any time or times the board shall deem it necessary or advisable  
10 to re-record this declaration or any part hereof in the office of the Recorder of Deeds of  
11 McHenry County, Illinois, in order to avoid the expiration hereof, or of any of the covenants,  
12 easements, agreements or other provisions herein contained under any of the provisions of  
13 Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable  
14 Title Act, or any other law or statute of similar purport, they shall submit the matter to a  
15 meeting of the shareholders or members of the association called upon not less than ten (10) days  
16 notice, and unless at such meeting at least two-thirds (2/3) of said shareholders or members shall  
17 vote against such rerecording, the association shall have, and is hereby granted, power to so re-  
18 record this declaration or such part thereof, and such re-recording shall be binding upon all  
19 owners or any part of the property in every way and with all the full force and effect as though  
20 such action were taken by each of said owners and re-recorded document executed and  
21 acknowledged by each of them.

22 ARTICLE XI



### General Restrictions

2 SECTION I: Land Use - Single Family Residential. Any portion of the property  
3 designated by this declaration for "single family residential" use shall be used only as dwelling  
4 lots for single family residences and shall be subject to the restrictions set forth in this Article  
5 XII or as modified or added to by the provisions of this declaration pertaining thereto. As  
6 provided in this declaration, no building shall be erected on any such lot except one dwelling  
7 designed for occupancy by a single family. No structure may be erected or maintained on any  
8 such lot except as shall be approved in writing by the committee.

9 SECTION II: Quality of Structures. It is the intention and purpose of these covenants  
10 to insure that all structures shall be of a quality of design, workmanship and materials which are  
11 compatible and harmonious with the natural setting of the area and other structures within the  
12 development. All structures shall be constructed in accordance with applicable government  
13 building codes and with more restrictive standards that may be required by the committee.

14 SECTION III: Location of Structures on Lot. The Developer deems that the  
15 establishment of standard inflexible building setback lines for location of structures on individual  
16 lots would be incompatible with the objective of preserving the natural setting of the area and  
17 preserving and enhancing existing features of natural beauty and visual continuity of the area.  
18 Therefore, the placement of the well and septic systems and location of each structure, including  
19 driveways and culverts, on a lot shall be subject to approval in writing by the committee, giving  
20 consideration to setback lines, if any, on the recorded plat, provided that each owner shall be  
21 given reasonable opportunity to recommend the suggested construction site. However, the

1 minimum setback requirements of the McHenry County Zoning Ordinance must be complied  
2 with.

3 SECTION IV: Nuisances. No noxious or offensive activity shall be carried on, in or  
4 upon any premises, nor shall anything be done thereon which may be or may become an  
5 annoyance or nuisance to the neighborhood. No plants or seed or other things or conditions,  
6 harboring or breeding infectious plant diseases or noxious insects shall be introduced or  
7 maintained upon any part of a lot.

8 SECTION V: Temporary Structures. No trailer, mobile home recreational vehicle, tent  
9 shack or other structure, and no temporary building or structure of any kind shall be used for  
10 a residence, either temporary or permanent. Temporary structures used during the construction  
11 of the structure shall be on the same lot as the structure and such temporary structures shall be  
12 removed upon completion of construction.

13 SECTION VI: Completion of Construction. Construction of a residence shall be  
14 complete, as evidenced by a certificate of occupancy from the County of McHenry or other  
15 governmental authority having jurisdiction thereof, within the time limit required by the County  
16 or other governmental authority having jurisdiction. The one year time period for completion  
17 of construction as set forth herein may be extended by the Developer, in his sole discretion, for  
18 a reasonable time, not to exceed 120 days, and only upon a showing by the owner that the  
19 completion of construction was delayed by reason of acts of God, labor disputes, or other  
20 matters clearly beyond the owner's control.

21 SECTION VII: Maintenance of Lots. All lots, including adjacent parkways, whether  
22 occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained

1 in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. No  
2 weeds, grass or plants, other than trees, bushes, flowers, or other ornamental plants, shall be  
3 allowed to grow on any lot at a height to exceed eight (8") inches. Any such plants, weeds, or  
4 grass exceeding such height shall be cut by the owner and in the event the owner refuses or  
5 neglect to cut such weeds, grass or plants, the association may have such weeds, grass or plants  
6 cut, and the association shall have the right for reimbursement from the owner of all costs and  
7 expenses incurred with said cutting, and the collection of said funds including reasonable  
8 attorney fees and costs. The association shall also have the right to place a lien on the property  
9 for any such expenses and costs.

10 SECTION VIII: Other Prohibited Matters. No animals other than inoffensive common  
11 domestic household pets such as dogs and cats shall be kept on any lot. No home occupations  
12 or profession shall be conducted on any lot except as may be authorized by the Committee and  
13 in accordance with McHenry County Zoning Ordinances or other governmental authority having  
14 jurisdiction over such pertaining to home occupations. Habitual parking of commercial vehicles  
15 on any lot and use of a lot for a heliport shall be prohibited.

16 SECTION IX: Easements Reserved with Respect to Lots. Developer reserves for itself,  
17 its successors and assigns, and the County or other governmental authority having jurisdiction  
18 over such easements over each lot, and the right to ingress and egress to the extent reasonably  
19 necessary to exercise such easements, as follows:

20 (A) Utility easements shown on any recorded plat of the property, except that if any  
21 plat fails to establish easements for such purposes then a ten-foot strip running along side lot

lines, front lot lines and rear lot lines of dwelling lots is reserved for the installation and  
2 maintenance of utility facilities, and incidental usage related thereto.

3 (B) The owner shall not place any structure on any such easements and shall be  
4 responsible for maintaining the easements and any damages and any damages caused by user of  
5 right to the easement shall be repaired and restored by such user.

6 ARTICLE XII

7 Building Requirements

8 SECTION I: Building Location.

9 (A) No building, structure, erection or construction of any kind or size whatsoever,  
10 or any part thereof, shall be permitted in the front or side yards established by the front or side  
11 building lines depicted on the survey of the lots, whether at ground level, or above, or below  
12 the same.

13 (B) For the purposes of this covenant, steps, breezeways and porches shall not be  
14 considered as a part of a building; provided, however, that this shall not be construed to permit  
15 any portion of a building on a lot to encroach upon another lot. Any portion of the eaves are  
16 to be considered as part of the building in regard to building line, side yard and rear yard  
17 requirements.

18 GARAGE LOCATION: Side load garages are encouraged and the entrance to garages  
19 shall be on the side of the house not the front of the house unless lot configuration, topography,  
20 or existing trees prohibit such.

21 SECTION II: Dwelling, Quality and Size.

1 (A) The finished floor area of the single-family dwelling exclusive of porches,  
2 basements, breezeways and garages, shall be not less than 1,800 square feet total living area for  
3 a one-story, single-family dwelling, and not less than 2,000 square feet for a multi-level house,  
4 and not less than 2,000 square feet total living area for a single-family dwelling of two stories,  
5 except in the case where the architectural control committee shall allow a house design of lesser  
6 square footage because of exceptional design, quality or circumstances. No building shall  
7 exceed two and one-half stories in height. Any building, structure or addition constructed on  
8 the lot thereafter must first be approved by the committee.

9 (B) A two-car, three-car garage or four-car garage shall be built at the same time as  
10 the private residence and must be built as an integral and permanent part of said residence, and  
11 attached thereto, except in the case where the architectural control committee shall deem it  
12 acceptable to build a detached garage. Designs for houses with over four-car garages shall be  
13 subject to architectural review and only allowed if compatible with the design of larger houses.

14 (C) No outside wall face shall be of asphalt brick siding, asphalt shingle siding, or  
15 unpainted aluminum siding, nor cement block, nor imitation stone siding, and all brick walls  
16 shall be of the same or like quality. All free-standing buildings shall have the same material or  
17 architecturally harmonious materials used on all exterior walls. The extensive use of face brick  
18 or stone masonry units shall be encouraged as an exterior material and shall be harmoniously  
19 blended with other materials as approved by the committee.

20 Materials. Exterior construction materials shall be limited to wood, brick, stone,  
21 or stucco veneer, and aluminum siding. Vinyl siding, plywood siding or other composite siding

shall be prohibited. Roofing materials shall be limited to cedar shingles, slate, fiberglass or asphalt.

(D) Buildings of like exterior design may not be erected within close proximity or the same vicinity of one another. All buildings shall be considered to be of "like exterior design" unless they have substantially difference floor plans and exterior appearance in the opinion of the committee.

(E) Prior to commencement of construction, the lot owner or the lot owner's designated agent or engineer shall provide the association with written certification that the location and elevation of the driveway culvert meets the drainage and grading requirements of the Township Highway Commissioner. In the event the owner fails to provide such and proceeds to improperly install a driveway culvert, the owner shall pay all costs and expenses incurred in correcting such to have said culvert installed meeting the township drainage and grading requirements.

(F) Construction of any structure shall not be commenced until a culvert has been put into place. Location of driveway and culvert must first be approved by the architectural committee.

(G) No above-ground swimming pools, or one of temporary or collapsible construction, nor one that is portable or moveable, nor one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be permitted.

(H) Any structure on any lot in this subdivision shall be completed before it shall be occupied or used for residential purposes and within a reasonable time from the date it is started.

(I) Any lot or lots in this subdivision shall not be divided or resubdivided into smaller  
2 lots or parcels of land.

(J) Driveways. Access driveways and other paved areas for vehicular use on a lot  
3 shall be constructed of blacktop or concrete within six (6) months of completion of the  
4 improvements, weather permitting. Location for such access driveway shall be submitted to the  
5 architectural control committee as part of the plans and specifications for structures, as  
6 hereinabove provided, and shall be subject to approval by the committee.  
7

(K) Culverts. All culverts shall have end flanges.  
8

(L) Mailboxes. Each lot owner shall install and maintain a mail and newspaper  
9 receptacle of a uniform design as approved by the architectural review committee, and at  
10 locations to be approved and designated by said committee.  
11

(M) Fences. No fences shall be allowed to be constructed on any lots without the  
12 prior approval of the architectural review committee. No fences shall be constructed upon any  
13 area between the building and adjacent public street or streets, in the case of corner lots, unless  
14 the architectural review committee finds that extraordinary circumstances exist that should allow  
15 such and such fence will not detract from the aesthetics of the house or other properties in the  
16 area. No metal fences shall be allowed except for dog runs as approved by the architectural  
17 review committee. All fences shall be composed of wood or imitation wood materials with the  
18 height, style and location to be aesthetically compatible and complimentary to the residential  
19 structure.  
20

(N) Satellite or Dish Antennas: No satellite or dish antennas shall be allowed in excess of 2½ feet in diameter if cable television is available. Any existing dish antennas in excess of 2½ feet will be removed within 12 months of the date that cable television is available.

(O) TV Antenna and Communication Towers. Except as otherwise approved by the architectural review committee, TV antennas and communication towers or facilities shall be enclosed in attics and not exposed.

(P) Accessory Buildings: On lots improved with single-family residences, one accessory storage building will be allowed.

That on lots improved with single family residences, one accessory storage building will be allowed per residence, subject to the following restrictions:

a) Said buildings shall not be used for any business or commercial endeavor.

b) The size of said buildings shall not be 8 x 8 feet and not more than 12 x 20 feet.

c) All accessory buildings shall be constructed of wood with cement floors, and siding shall be of cedar or wood of similar quality, or, if the primary residence has aluminum siding, then matching aluminum siding may be used. Other metal or other building materials are prohibited.

d) The color of the shed or accessory building will match the existing house.

e) Accessory buildings shall comply with the architectural review provisions set forth in these Covenants, Conditions and Restrictions. Any proposed plans for such shall be submitted for architectural review.

f) All accessory buildings shall be aesthetically and architecturally compatible with the main residence and shall meet all applicable municipal codes.



1 SECTION III: Land Use.

2 (A) TREES

3 (a) All trees are to be protected from damage to roots and trunk during  
4 construction, by the use of board-wraps and the maintenance of the established grade around  
5 their bases through dry wells and retention walls.

6 (b) No tree may be removed or cut if diameter is in excess of six inches  
7 without prior approval by the committee.

8 (c) Tree Planting. The owners of any lots having no trees in the front yard  
9 between the house and the public right-of-way of 3 inches or more in diameter, shall be required  
10 to plant 2 maple or oak trees in the front yard of 3 inches or more in diameter prior to  
11 occupancy, or such other trees as may be approved by the committee.

12 (B) EXTERIOR LIGHTING

13 (a) Any exterior lighting other than incandescent, shall be as approved by the  
14 architectural review committee. Exterior lighting other than incandescent, including but not  
15 limited to, mercury vapor lights, halogen lights and spot lights shall be located so as to not cause  
16 a nuisance to other residences in the subdivision.

17 SECTION IV: Livestock and Poultry. No animals, livestock, horses or poultry of any  
18 kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets  
19 may be kept, bred, or maintained only for non-commercial purposes. Household pets to be kept  
20 by the owner of any lot shall not exceed three in number.

21 SECTION V: Easements. Easements for installation and maintenance of utilities and  
22 drainage facilities are reserved as shown on the recorded plat. No obstructions shall be  
23 permitted, and no improvements or planting shall be erected, done or maintained, other than a  
24 grass lawn, property line fence which does not restrict surface water flow, shrubbery or flower  
25 bed on any portion of any lot reserved as a utility or drainage easement on the recorded plat of

1 such lot, and no compensation may be claimed for damage for planting or improvement at any  
2 time existing within such area, arising from the installation, repair or improvement of any utility  
3 and drainage facilities within such easement.

4 SECTION VI: Signs. No sign of any kind shall be displayed to the public view  
5 on any lot except one sign of not more than five square feet to advertise the property for sale  
6 or rent, or two signs of not more than 100 square feet used by the declarant, developer or  
7 builder to advertise the property during the construction and sales period. Notwithstanding  
8 anything to the contrary in this declaration of building and use restrictions and protective  
9 covenants, the declarant, Developer and builder may erect signs on any lot that they may own  
10 in the subdivision.

11 SECTION VII: Mining Operations. No quarrying, mining, oil or gas drilling  
12 operations shall be conducted on any lot and, particularly, they shall not be used or excavated  
13 for gravel pits, and no gravel shall be mined or removed from the same for any purpose  
14 whatsoever except to the extent necessary to grade said lots properly for the erection of approved  
15 improvements as aforesaid, or to excavate for the foundations and basement of such  
16 improvements.

17 SECTION VIII: Sight Distance at Intersections.

18 (A) No fence, wall, hedge or shrub planting which obstructs sight lines at  
19 elevations between two and six feet above the roadways shall be placed or permitted to remain  
20 on any corner lot within the triangular area formed by the street property lines and a line  
1 connecting them at points 25 feet from the intersection of the street lines or, in the case of a  
2 rounded property corner, from the intersection of the street property lines extended.

3 (B) The same sight-line limitations shall apply on any lot within ten feet from  
4 the intersection of a street line with the edge of a driveway.

1 (C) Within such distances of such intersections, the foliage line of all trees is  
2 to be maintained at sufficient height to prevent obstruction of such sight lines, not withstanding  
3 existing preserved trees.

4 SECTION IX: Land Near Water Courses. No building, nor any material or  
5 refuse, shall be placed or stored on any lot within fifty feet of any edge or any open water  
6 course.

7 SECTION X: Parking. No trailers, buses, motorhomes, trucks, construction  
8 equipment, inoperable vehicles, unlicensed vehicles, or similar articles shall be stored or placed  
9 temporarily or permanently on any lot unless it is in a permanent enclosed structure, under roof.  
10 Excepted from this provision would be construction equipment necessary and incidental to actual  
11 construction or excavation on any lot.

12 SECTION XI: Model Homes. Construction of model homes is expressly permitted  
13 as long as they conform to the restrictions hereby created.

14 SECTION XII: Garbage and Refuse Disposal. No lot shall be used or maintained  
15 as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in  
16 sanitary containers. All incinerators or other equipment for the storage or disposal of such  
17 material shall be kept in a clean and sanitary condition.

18 ARTICLE XIII

19 General Provisions

20 SECTION I: Duration. The covenants and restrictions set forth in this  
21 declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable  
22 by the owners of any land subject to this declaration, their respective legal representative, heirs,  
23 successors and assigns, for a term of fifty (50) years from the date this declaration is recorded,  
24 after which time said covenants shall be automatically extended for successive periods of ten  
25 years unless an instrument signed by the then owners of two-thirds of the lots and living units

1 has been recorded agreeing to change said covenants and restrictions in whole or in part;  
provided, however, that no such agreement of change shall be effective unless made and  
3 recorded one year in advance of the effective date of such change, and unless written notice of  
4 the proposed agreement is sent to every owner at least ninety days in advance of any action  
5 taken. Notwithstanding the foregoing, the covenants and restrictions set forth in this declaration  
6 may not be dismissed in their entirety nor may the restrictions herein, or delineated on the plat  
7 of the subdivision pertaining to the drainage and storm water management facilities be deleted  
8 or modified at any time.

9 SECTION II: Notices. Any notice sent or required to be sent to any owner under  
10 the provisions of this declaration shall be deemed to have been properly given when mailed,  
11 postage prepaid, to the last known address of the person who appears as the owner on the  
12 records of the McHenry County Tax Collector at the time of the mailing.

13 SECTION III: Enforcement. Enforcement of these covenants and restrictions shall  
14 be by any proceeding at law or in equity against any person or persona violating or attempting  
15 to violate any covenant or restriction. Such action may be either to restrain violation or to  
16 recover damages, or against the land, to enforce any lien created by these covenants. Failure  
17 by any owner to enforce any covenant or restriction herein contained in no event shall be  
18 deemed a waiver of the right to do so thereafter.

19 SECTION IV: Modification. By recorded supplemental declaration, the Developer  
20 may modify any of the provisions of this declaration or any supplement declaration for the  
21 purposes of clarification or otherwise, provided no such modification shall change the substantive  
22 provisions of this declaration or any supplemental declaration or materially alter the rights of any  
23 owner established by any such document.

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

SECTION VI: All ordinances of McHenry County shall remain fully applicable to the existing property affected hereby.

SECTION VII: Should the property become annexed into a municipality, the ordinances of the municipality shall apply to the extent that they supersede the ordinances and regulations of McHenry County.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and year first above written, by the officers of the undersigned, thereunto duly authorized.

McHENRY STATE BANK, not individually but as Trustee under a Trust Agreement dated the 12th day of August, 1994, and known as Trust No. 12977

By: Thomas W. Haulman  
Its: TRUST OFFICER

ATTEST: [Signature]

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MCHENRY COUNTY RECORDER  
PHYLLIS K. WALTERS  
1999 COPY 13  
03-18-1999 2:21 PM  
RECORDING FEE 18.00  
PAGES 7  
COUNTY STAMP FEE  
STATE STAMP FEE

3/18/99  
1999-R-0020913

AN AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS  
OF  
STILLING WOODS ESTATES  
ADDING STILLING WOODS ESTATES UNIT II  
AND AMENDING THE COVENANTS

This Document Prepared by:  
Samuel J. Diamond  
Diamond & LeSueur, P.C.  
3431 West Elm Street  
McHenry, Illinois 60050  
(815) 385-6840

Draft 5 - January 12, 1999



1 N/A, successor in interest to McHENRY STATE BANK, as Trustee under Trust No. 12977,  
2 hereinafter referred to as the "Declarant".

3 NOW THEREFORE, it is hereby declared by the undersigned, as follows:

4 SECTION I

5 Declaration - Purposes

6 The undersigned, owners, as the titleholders of record of the real estate described on  
7 Exhibit "A" attached hereto (STILLING WOODS UNIT NO. II) and Declarant do hereby  
8 authorize, direct and declare that the property described on Exhibit "A" shall be subject to the  
9 Declaration of Covenants, Conditions and Restrictions of STILLING WOODS ESTATES  
10 recorded in the Recorder's Office of McHenry County as Document No. 95 R 26616 on July  
11 5, 1995.

12 SECTION II

13 Conditions of Ownership

14 That the owners of property described on Exhibit "A" shall own subject to all of the  
15 terms and conditions of said Declaration of Covenants, Conditions and Restrictions including  
16 such amendments or modifications to such as are made herein or as may be made from time to  
17 time.

18 SECTION III

19 Modification

20 Section IV. of the Declaration of Covenants, Conditions and Restrictions allow the  
21 Developer to make modifications, and the following modifications are hereby made and shall be  
22 in force and effect upon the recording of this document.



1. Article XII, Section 1(B) provides that breezeways and porches are not considered  
2 as part of the building for purposes of that provision, however they may be considered part of  
3 the building as may be required in applicable setback provisions of the County Zoning Ordinance  
4 or the Zoning Ordinance of the municipality having jurisdiction over such.

5 2. Provisions of Section VI of the Covenants and Restrictions of Record relating to  
6 signs shall be in addition to any other restrictions or limitations upon signs in accordance with  
7 the Sign Ordinance of the County or the governing authority having jurisdiction over such.

8 3. The following language shall be added to the last sentence in Article XIII,  
9 Section I.

10 "Plats of Subdivision covered by these Covenants, Conditions and  
11 Restrictions may be vacated or amended with the approval of the  
12 governing body having authority over such."

13 4. Article XII, Section II (P)b) is amended to read as follows:

14 b) "The size of said building shall be not less than  
15 8 x 8 feet and not more than 12 x 20 feet."

IN WITNESS WHEREOF, the foregoing instrument has been duly executed on the day  
and year first above written, by the parties and officers of the undersigned, thereunto duly  
authorized.

Owners of the parcel described  
on Exhibit "A"

FIRST MIDWEST TRUST CO., N/A,  
successor in interest to McHENRY STATE  
BANK, as trustee under Trust No. 1667

By: Robert J. Hoffmann  
Its: ROBERT J. HOFFMANN  
TRUST OFFICER

ATTEST:

Thomas N. Hawkinson  
THOMAS N. HAWKINSON  
VICE PRESIDENT & TRUST OFFICER

Owners of the parcel described  
on Exhibit "A"

FIRST MIDWEST TRUST CO., N/A,  
successor in interest to McHENRY STATE  
BANK, as Trustee under Trust No. 12310

By: Robert J. Hoffmann  
Its: ROBERT J. HOFFMANN  
TRUST OFFICER

ATTEST:

Thomas N. Hawkinson  
THOMAS N. HAWKINSON  
VICE PRESIDENT & TRUST OFFICER

1 Owners of the parcel described  
on Exhibit "A"

Terrence L Howard  
TERRENCE L. HOWARD

3 Owners of the parcel described  
4 on Exhibit "A"

Virginia S Howard  
VIRGINIA S. HOWARD

5 DEVELOPER/Assignor (Declarant of  
6 Declarations of Covenants, Conditions and  
7 Restrictions of STILLING WOODS  
8 ESTATES, Document No. 95R26616,  
9 recorded in McHenry County, IL  
10 on July 5, 1995.

FIRST MIDWEST TRUST CO., N/A,  
successor in interest to McHENRY STATE  
BANK, as Trustee under Trust No. 12977  
Assignor.

By: Robert J Hoffman  
Its: ROBERT J. HOFFMAN  
TRUST OFFICER

11 ATTEST:

12 Thomas N. Hawkinson  
13 THOMAS N. HAWKINSON  
VICE PRESIDENT & TRUST OFFICER

14 CONCEPT DEVELOPMENT ENTERPRISES,  
15 INC. Assignee.

16 By: James R. Schenck  
17 Its: \_\_\_\_\_  
18 President

19 ATTEST:

20 Annelle Rabe  
21 Secretary

9  
10  
11 EXHIBIT "A"  
12

13 That part of the Southeast Quarter of the Northwest Quarter of  
14 Section 30, Township 45 North, Range 9 East of the Third  
15 Principal Meridian, described as follows: Beginning at the  
16 Northeast Corner of said Quarter Quarter Section; thence South 00  
17 degrees 07 minutes 42 seconds East, 468.56 feet; thence South 89  
18 degrees 38 minutes 57 seconds West, 540.00 feet; thence South 00  
19 degrees 07 minutes 43 seconds East, 647.32 feet; thence South 89  
20 degrees 38 minutes 57 seconds West, 417.42 feet; thence South 00  
21 degrees 07 minutes 43 seconds East 208.73 feet to the South line  
22 of said Southeast Quarter of the Northwest Quarter; thence South  
23 89 degrees 38 minutes 57 seconds West, 360.23 feet along said  
24 South line to the West line of said Southeast Quarter of the  
25 Northwest Quarter; thence North 00 degrees 18 minutes 39  
26 seconds West, 1317.15 feet along said West line of said Quarter  
27 Quarter to the North line of said Quarter Quarter; thence North 89  
28 degrees 19 minutes 45 seconds East, 1321.87 feet, to the place of  
29 beginning, in McHenry County, Illinois.

30  
31 ALSO  
32

33 The Southwest Quarter of the Northwest Quarter of Section 30,  
34 Township 45 North, Range 9 East of the Third Principal Meridian,  
35 (Excepting therefrom the West 987.56 feet of the South 230.00  
36 feet thereof) in McHenry County, Illinois.  
37  
38

McHENRY COUNTY RECORDER  
PHYLLIS F. WALTERS  
3-18-1999 4:14 PM  
RECORDING FEE 16.00  
PAGES  
COUNTY STAMP FEE  
STATE STAMP FEE

3/18/99  
1999R0021053

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5  
6        *DECLARATION*  
7        *OF EASEMENT*  
8        *FOR*  
9        *WETLAND PRESERVATION*  
10       *STILLING WOODS II*  
11  
12  
13  
14

15            This Declaration made this 18th day of March, 1999, by FIRST MIDWEST TRUST  
16 COMPANY, N.A., successor in interest to McHENRY STATE BANK, as Trustee under Trust  
17 No. 1667, TERRENCE L. HOWARD, VIRGINIA S. HOWARD, FIRST MIDWEST TRUST  
18 COMPANY, N.A., successor in interest to McHENRY STATE BANK, as Trustee under Trust  
19 No. 12310, hereinafter collectively called the "Owner";

20            WHEREAS, the purpose of this Declaration is to establish provisions for wetland  
21 preservation on the property described on Exhibit "A" attached hereto; and

22            WHEREAS, the above-described property is subject to existing Declarations of  
23 Covenants, Conditions and Restrictions of Record recorded on March 18, 1999 in the McHenry  
24 County Recorder's Office as Document No. 1999R0020913; and

25            WHEREAS, pursuant to said Recorded Declaration of Covenants, Conditions and  
26 Restrictions of Record, the property owners in Stilling Woods Unit II and Homeowners  
27 Association have the obligation to preserve the wetlands on Exhibit "A" attached hereto; and

28            WHEREAS, the Owners are the title holders of record of the property described on  
29 Exhibit "A" attached hereto.

1 NOW, THEREFORE, IT IS HEREBY DECLARED by the Owners that an easement is  
2 hereby established upon the property described on Exhibit "A" attached hereto for the  
3 maintenance and preservation of areas designated as wetlands.

4 This Easement is reserved for the Owners, its successors and assigns, the County of  
5 McHenry, or any successor municipality should the property become annexed into a  
6 municipality.

7 This Declaration of Easement shall include the right to ingress and egress to the extent  
8 reasonable necessary for the maintenance and preservation of the designated wetlands areas.

9 The Homeowners Association, as well as the individual lot owners in Stilling Woods Unit  
10 II, and the successive owners in title to the area designated as wetlands, shall be responsible for  
11 the maintenance and preservation of said wetland areas. In the event the Homeowners  
12 Association and/or title holders of the areas designated as wetlands fail to undertake the  
13 necessary maintenance and/or repair necessary for the preservation of said wetland areas, any  
14 municipality that the property may become annexed into or it's successors and assigns may  
15 undertake the preservation and maintenance of said wetland areas, with the cost of such to be  
16 paid for by the Homeowners Association of Stilling Woods Unit II, or the lot owners of Stilling  
17 Woods Unit II, and enforced as set forth in the Declaration of Covenants, Conditions and  
18 Restrictions, recorded as Document No. 1999R0020913, recorded in McHenry County.

19 WETLAND PRESERVATION: On any portions of the subject property delineated or  
20 designated as "wetlands", the following activities are prohibited (unless a proper permit allowing  
21 such is issued by the Governmental Regulatory Agency having jurisdiction over such. Said  
22 Agency now being the Army Corps. of Engineers):

1 (a) The construction of any physical improvement or placement thereon of any  
2 tangible personal property;

3 (b) The dumping or placing of any physical improvement or placement thereon of any  
4 tangible personal property, including the depositing of any kind of dredged or fill material;

5 (c) The excavation, dredging or removal of loam, peat, gravel, soil, rock, or other  
6 material substance in such manner as to affect the surface or to otherwise alter the topography  
7 of the flood plain or wetland area;

8 (d) The removal or destruction of trees, shrubs or other vegetation in a wetland area,  
9 except that noxious flora may be removed or destroyed, "noxious flora" meaning any tree, shrub  
10 or other vegetation that is not native to the wetland or flood plain and that presents a nuisance,  
11 by virtue of its proliferation or other characteristics that are inimical to the public health (e.g.,  
12 poison sumac), the determination as to whether or not the item of flora is noxious to be made  
13 by a botanist or ecologist employed by the U.S. Army Corps of Engineers, or in the absence  
14 of such employee, by a botanist or ecologist employed by some other appropriate governmental  
15 agency;

16 (e) Any active use of said delineated wetland area;

17 (f) Any mowing of grasses within the delineated wetland area;

18 (g) Any activity that would affect drainage, flood control, water conservation, erosion  
19 or soil conservation, or fish and wildlife habitat preservation, and any draining of the delineated  
20 wetland; and

21 (h) Any other activities or uses for any purpose other than the maintenance and  
22 preservation thereof in its natural, open and current condition.

1 IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and  
2 year first above-written, by the officers of the undersigned, thereunto duly authorized.

3 FIRST MIDWEST TRUST COMPANY N.A.,  
4 successor in interest to McHENRY STATE BANK,  
5 as Trustee under Trust No. 1667

6  
7  
8 By: Robert J. Hoffmann  
9 Its: ROBERT J. HOFFMANN  
10 TRUST OFFICER

11 ATTEST:

12  
13 Thomas N. Hawkinson  
14 THOMAS N. HAWKINSON  
15 VICE PRESIDENT & TRUST OFFICER

16 FIRST MIDWEST TRUST COMPANY N.A.,  
17 successor in interest to McHENRY STATE BANK,  
18 as Trustee under Trust No. 12310

19  
20 By: Robert J. Hoffmann  
21 Its: ROBERT J. HOFFMANN  
22 TRUST OFFICER

23 ATTEST:

24  
25 Thomas N. Hawkinson  
26 THOMAS N. HAWKINSON  
27 VICE PRESIDENT & TRUST OFFICER

28 Terrence L. Howard  
29 TERRENCE L. HOWARD

30  
31 Virginia S. Howard  
32 VIRGINIA S. HOWARD

33  
34 This Document prepared by:  
35 Samuel J. Diamond  
36 Diamond & LeSueur, P.C.  
37 3431 West Elm Street  
38 McHenry, Illinois 60050  
39 (815) 385-6840

40  
41 F:\KARYNZONING\HOWARD\EASEMENT



1  
2  
3  
4  
5  
6                                      EXHIBIT "A"  
7

8                      That part of the Southeast Quarter of the Northwest Quarter of  
9                      Section 30, Township 45 North, Range 9 East of the Third  
10                     Principal Meridian, described as follows: Beginning at the  
11                     Northeast Corner of said Quarter Quarter Section; thence South 00  
12                     degrees 07 minutes 42 seconds East, 468.56 feet; thence South 89  
13                     degrees 38 minutes 57 seconds West, 540.00 feet; thence South 00  
14                     degrees 07 minutes 43 seconds East, 647.32 feet; thence South 89  
15                     degrees 38 minutes 57 seconds West, 417.42 feet; thence South 00  
16                     degrees 07 minutes 43 seconds East 208.73 feet to the South line  
17                     of said Southeast Quarter of the Northwest Quarter; thence South  
18                     89 degrees 38 minutes 57 seconds West, 360.23 feet along said  
19                     South line to the West line of said Southeast Quarter of the  
20                     Northwest Quarter; thence North 00 degrees 18 minutes 39  
21                     seconds West, 1317.15 feet along said West line of said Quarter  
22                     Quarter to the North line of said Quarter Quarter; thence North 89  
23                     degrees 19 minutes 45 seconds East, 1321.87 feet, to the place of  
24                     beginning, in McHenry County, Illinois.

25  
26                                      ALSO  
27

28                      The Southwest Quarter of the Northwest Quarter of Section 30,  
29                      Township 45 North, Range 9 East of the Third Principal Meridian,  
30                      (Excepting therefrom the West 987.56 feet of the South 230.00  
31                      feet thereof) in McHenry County, Illinois.  
32  
33

DIAMOND & LESUEUR, P.C.  
ATTORNEYS AT LAW  
3431 WEST ELM STREET  
MCHENRY, ILLINOIS 60050  
TELEPHONE 815-385-6840  
FAX NO 815-385-6875

COPY

SAMUEL J. DIAMOND  
DAVID C. LESUEUR  
MARY L. SPIEGEL

March 23, 1999

Ms. Suzanne Ehardt, Interim Director  
Ms. Dominique Radajev  
Department of Planning & Development  
2200 North Seminary Avenue  
Woodstock, IL 60098

RE: Final Plat of Subdivision and Covenants of Record for  
Stilling Woods Unit II

Dear Ms. Ehardt and Ms. Radajev:

Enclosed is a set of all of the Covenants for Stilling Woods. The Covenants for Stilling Woods Unit II, i.e. two and three are 1999R0020193, recorded March 18, 1999, and the Declaration of Easement for Wetland Preservation 1999R0021053, recorded March 18, 1999.

I have also given you the original Stilling Woods Unit I Covenants.

Yours truly,

Samuel J. Diamond

SJD:gk

Enclosures

cc: James Schaid  
Ken Koreba ✓  
Rob Young