

**CONDITIONS, COVENANTS RESTRICTIONS, RESERVATIONS, GRANTS
AND EASEMENTS AFFECTING THE PROPERTY KNOWN AS
WEST WOODS OF ST. CHARLES**

THIS DECLARATION, made this 19th day of February, 1991, by JCS DEVELOPMENT COMPANY, an Illinois corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article One of this declaration;

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article One hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE ONE

Property Subject to this Declaration

1. **Existing Property.** The existing property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in St. Charles Township, Kane County, Illinois, and is more particularly described in Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof.
2. **Additional Lands.** Lands in addition to the aforesaid Existing Property may hereafter become subject to this Declaration in the following manner:
 - (a) The Declarant, or its successor or assign, shall have the right, but not the obligation, without the further consent of any Owner, mortgagee, or other party, to bring within the purview of this Declaration additional lands within the Entire Tract described in Exhibit "B" attached hereto, incorporated herein and made a part hereof, or which are contiguous to the Entire Tract, and are approved by the appropriate governmental entity to be developed as part of West Woods of St. Charles. Such additional properties shall be deemed to be "contiguous" even though separated from the Existing Property by

streets, roads, highways, rivers, streams, rights of way, railroads, utility easements, or other intervening physical features or property interests not inconsistent with the general contiguity of the lands in questions.

- (b) Any supplemental Declaration filed of record pursuant to this Article One may contain such complementary additions and modifications of this Declaration as may be necessary or convenient, in the judgment of Declarant, of its successor or assign, to reflect and adapt to any difference in character of the added properties, provided, however, such additions and modifications are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary Declaration revoke, modify, or add to the covenants established by this Declaration so as to materially and adversely affect the Existing Property.

ARTICLE TWO

General Purposes of this Declaration

The real property described in Article One hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of West Woods of St. Charles and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings of improper design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit of all owners of property and residents; and, in general, to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE THREE

Definitions

BASEMENT. A portion of a building located partly underground, but having half or more than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

BUILDING. Any roofed structure intended for the shelter, housing, or enclosure of any person or chattel.

BUILDING, ACCESSORY. A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING, HEIGHT. The vertical distance measured from the established ground level to the highest point of a mansard roof; and to the mean level of the topside of rafters between the eaves of gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

BUILDING PAD. That portion of a lot located in West Woods of St. Charles designated as such on the Preliminary Plan.

COMMON AREA. That area located within the Entire Tract designated as such on the Preliminary Plan.

DECLARANT. JCS Development Company, a corporation organized and existing under the laws of the State of Illinois.

DECLARATION. This Declaration, and any amendments or additions hereto, which are recorded in Kane County, Illinois.

DWELLING. A single-family residential building, or portion thereof, but specifically not including hotels, motels, rooming houses, mobile homes, or any form of camping vehicle.

ENTIRE TRACT. That parcel of real estate located in Campton Township, Kane County, Illinois as is legally described in Exhibit "B" attached hereto.

EXISTING PROPERTY. That parcel of real estate located in Campton Township, Kane County, Illinois as is legally described in Exhibit "A" attached hereto and made a part hereof.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption together with his or their domestic servants, maintaining a common household in a dwelling.

FRONT BUILDING LINE. A line on a lot which denotes the required depth of a front yard.

GARAGE. An enclosed storage area complete with doors which is designed or used for storage of motor vehicles.

LOT. A parcel of land, under common fee ownership, occupied or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

LOT LINE, FRONT. That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat of West Woods of St. Charles. On corner lots,

the Declarant, or its successor or assign, must approve the owner's selection of the intended front yard designation.

LOT LINE, REAR. That boundary of a lot which is most distant from the front lot line, and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot line forms a point at the rear, the rear lot shall be deemed to be a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

OWNER. The record owner (whether one or more persons or entities) of a fee or undivided fee interest in any lot within West Woods of St. Charles, or a person having an interest in a lot therein, as a contract purchaser, but shall not include any interest acquired merely as security for performance of an obligation.

PARKWAY. The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

PLAT. The plat of subdivision of West Woods of St. Charles as originally recorded in the Office of the Recorder of Deeds of Kane County, Illinois, and as amended or added to from time to time thereafter.

PRELIMINARY PLAN. The Preliminary Plan of West Woods of St. Charles attached hereto as Exhibit "C".

SEPTIC FIELD AREA. That portion of each lot located in West Woods of St. Charles designated as such on the Preliminary Plan.

STORY. That portion of building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and ceiling next above. A basement shall be counted as a story where one or more sides is a part of the exterior elevation. A cellar shall not be counted as a story.

STRUCTURE. Anything other than a building or accessory building erected or constructed on a lot the use of which requires more or less permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a structure. For purposes of the definition, ornamental masonry walls and fences shall also be construed to be structures.

ARTICLE FOUR

General Restrictions

1. **Land Use and Building Type.** All lots in West Woods of St. Charles shall be used for private residence purposes only, and no building, except as specifically

authorized elsewhere in this Declaration, shall be erected, re-erected or maintained thereon, except one (1) dwelling designed by a licensed architect and erected for occupancy by one (1) family, and a private garage containing no more than five parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants or the owner or occupants, but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided or as approved in writing by Declarant, or its successor or assign.

2. **Building Height.** No dwelling shall be erected, altered, or replaced, which is more than three (3) stories or 30 feet in height, whichever is lesser. No accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by Declarant, or its successor or assign.
3. **Dwelling - Quality and Size.** It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by Declarant, or its successor or assign. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by these Covenants or by Declarant, or its successor or assign. The ground floor of the dwelling, exclusive of attached garages, attached decks, porches of every kind and nature, open terraces and breezeways, shall be:
 - (a) For one-story dwellings - not less than 2,700 square feet.
 - (b) For dwellings of more than one story not less than 1,500 square on first story or floor, and the total living area in the dwelling shall be not less than 3,000 square feet. First floor footage shall comprise not less than fifty (50%) percent of the total square footage of the dwelling.
4. **Location of Lot.** Unless prior approved in writing by Declarant, or its successor or assigns, all buildings, accessory buildings, and structures must be located on the lot within the Building Pad for that Lot as designated on the Preliminary Plan attached as Exhibit "C" hereto. The construction of tennis courts and in-ground (above ground pools are prohibited) swimming pools shall require the prior written approval of Declarant, or its successor and assign, and shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved by Declarant, or its successor or assign. No tennis court or swimming pool shall be located on a lot nearer to the front lot line ahead of the front yard setback line, nor closer to a sideyard line than the prescribed minimum setback as required by appropriate zoning codes shown on said recorded plat or 50 feet, whichever is greater. In the case of corner lots, a front yard setback must be honored on both exposures for the purpose of a tennis court or swimming pool construction.

5. **Location of Septic Field.** Unless prior approved in writing by Declarant, or its successor or assign, a septic field on a Lot with West Woods of St. Charles must be located within the confines of the Septic Field Area as designated on the Preliminary Plan attached hereto as Exhibit "C". No septic system or other such facility for the disposal of sewage shall be erected, installed, or maintained on any lot in such a manner as to create a nuisance or the possibility of contamination and shall be satisfactory to the Kane County and State of Illinois health authorities.
6. **Driveways.** Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt or concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or makers shall be approved in writing by Declarant, or its successor or assign.
7. **Natural Drainage Ways.** Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, the lot owner may, with the written approval of Declarant, or its successor or assign, take such steps as shall be necessary to remedy such condition; provided, however, that no alternations or diversions of such natural water flow proposed by the lot owner shall cause damage to other property, either inside or outside the confines of West Woods of St. Charles.
8. **Easements.** The Declarant has caused the creation of certain Easements by recordation of plats of subdivision pertaining to Units 1, 2, and 3 of West Woods of St. Charles, Campton Township, Kane County, Illinois to which reference is herein made for the terms of those easements created thereby. In addition to easements created by plat recordation the Declarant hereby reserves, or grants, the following additional easements:
 - (a) The Declarant reserves for itself, its successors or assigns, and grants to the Lot Owners of Lot 25 through 32 of West Woods of St. Charles Unit 3 a permanent non-exclusive easement for ingress and egress over and across that part of Lots 25 through 32 of West Woods of St. Charles Unit 3 platted and marked "Private Access Easement" for the mutual benefit of the lot owners thereof.
 - (b) The Declarant reserves for itself, its successors or assigns, and grants to all Owners of Lots within West Woods of St. Charles a permanent non-exclusive easement for pedestrian and non-vehicular traffic over and through that part of Lots 25 through 32 of West Woods of St. Charles Unit 3 platted and marked "Private Access Easement", together with the easternmost 10' of Lot 28 and the westernmost 10' of Lot 29, both in West Woods of St. Charles Unit 3 platted and marked "Private Access Easement", for the mutual benefit of all the lot owners of West Woods of St. Charles.

- (c) The Declarant reserves for itself, its successors and assigns, a permanent and non-exclusive right to enter upon all those areas marked as a "Private Access Easement" upon any plat recorded in connection with West Woods of St. Charles for the purpose of maintaining, refurbishing, repairing, replacing, or caring for any Private Drive located thereon. "Caring For" shall include snow and ice removal.
9. **Home Occupations, Nuisances and Livestock.** Unless prior approved in writing by Declarant, or its successor or assign, no home occupations or profession may be conducted in any dwelling or accessory building thereto located in West Woods of St. Charles. Signs advertising any home occupation or profession are prohibited. No noxious or offensive activity shall be carried on, in or upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. No livestock, poultry; or more than two dogs or cats over four months of age shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling. The use of any open carport, driveway or parking area which may be in front of, adjacent to, or part of any lot as a habitual parking place for recreational (including trailers and boats) or commercial vehicles or articles is prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, etc.) and "recreational vehicles" shall be stored inside the garage at all times. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph 1 of this Article Four.
10. **Nameplates and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles.** There shall not be more than one nameplate on each lot. A nameplate shall be not more than 72 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of any accessory building or structure. One hospitality light standard, of a design approved in writing by Declarant, or its successor or assign, may be located within the front yard. No television or radio antennae, or tower, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise. Flag poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by Declarant, or its successor or assign.
11. **Temporary Structures.** No trailer, basement of an uncompleted building, tent, shack, garage, barn, and any temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. During the period of construction all refuse and trash shall be stored in a dumpster (or other trash container) located on the Lot.
12. **Completion of Construction.** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be substantially completed within one (1) year from the date of

issuance of a building permit therefor. This one (1) year period of time may be extended by written agreement of Declarant, or its successor or assigns.

13. **Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having appeal. No construction of a building, fence, wall or other structure shall be commenced, nor shall any addition, change, or alternation thereto be made (except "interior alternations") until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme and proposed location on said lot together with the site plan, grading plan, landscape plan and septic field plan for the proposed improvement have been submitted to and approved in writing by Declarant, or its successor or assign. Declarant, or its successor or assign, hereby retains the right to refuse any such construction plans and specifications, location, grading plan, landscape plan or septic field plan which are not suitable or desirable, in the opinion of Declarant, or its successor or assign, for aesthetic or other reasons; and in so passing upon such construction plans and specification, location, grading plan, landscape plan or septic field plan, Declarant, or its successor or assign, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties. In no instance shall any building of a design exactly the same as any other in West Woods of St. Charles be permitted. All plans, specifications and other materials pertinent to any proposed construction shall be submitted to Declarant, or its successor or assign, together with the payment of \$300.00. A report in writing setting forth the decisions of Declarant, or its successor or assign, and the reasons therefor shall thereafter be transmitted to the applicant by Declarant, or its successor or assign, within 30 days after the date of filing the plans, specifications, and other material by applicant. Declarant, or its successor or assign, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event (i) Declarant, or its successor or assign, fails to approve or disapprove within thirty (30) days after the date of submission, the final plans, specifications and other material, as required in this Declaration; or (ii) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have received compliance.
14. **Color Schemes.** The color of external materials shall be subdued to enhance the colors of the natural landscape and shall be prior approved, in writing, by Declarant, or its successor or assign. Earth tones are recommended, although accent colors acceptable to the Declarant, or its successor or assign, are permitted.

15. **Roofs.** Unless prior approved in writing by Declarant, or its successor or assign, all roofs shall be of a material, color, and texture approved by the Declarant, or its successor or assign, with tile, slate, and hand-split wood shakes being the only acceptable roof materials.
16. **Exterior surfaces.** Exterior surfaces shall be of materials which blend and are compatible with the natural landscape. Stone, brick or cedar are to be the predominant exterior surfaces. Unless prior approved in writing by Declarant, or its successor or assigns, stone or brick shall comprise not less than 60% of the exterior surface of each Dwelling. All exterior surfaces consisting of materials other than stone or brick shall require the specific approval of Declarant, or its successor or assign. All siding, soffits, fascia, and frieze boards shall be of natural materials.

Aluminum or vinyl are prohibited as exterior surfaces on any dwelling, building, building accessory, or structure located in West Woods of St. Charles.
17. **Additional construction and/or Exterior Changes.** Any changes to approved plans, before, during, or after the construction of an improvement to a lot shall first be submitted to the Declarant, or its successor or assign, for approval pursuant to these Covenants.
18. **Underground Wiring.** No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in West Woods of St. Charles other than within buildings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.
19. **Maintenance of Parkways.** The owners of lots in West Woods of St. Charles shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots face.
20. **Declarant. Option to Purchase.** Declarant, and its successor or assign, hereby reserves an assignable option to purchase any real property together with any improvements thereon in West Woods of St. Charles on the same terms and conditions as may be contained in any bona fide offer that any owner of any such property and improvements may receive from time to time for the purchase thereof.

Declarant, or its successor or assign, shall have 15 days from the day it received written verification of said offer (or copy thereof) from any owner to notify said owner of its decision as to whether or not it will exercise its option to purchase said property and improvements, if any. Said notice shall be given to Declarant, or its successor or assign, within five (5) days after any such offer is received by such owner and shall specify the terms of and conditions contained in such offer, the names of the offeror, his residence address and his business address, if available.

Said option shall be effectively exercised, if at all, by a written notice from Declarant, or its successor and assign, mailed or delivered to said owner within said 15-day period wherein Declarant, or its successor or assign, agrees to purchase said premises on said terms and conditions. Should Declarant, or its successor or assign, fail to act within said period so as to exercise its option, then the owner of said premises shall have the right to sell said premises to said offeror on said terms and conditions subject to every restriction, limitation and condition herein contained. This option shall terminate ten (10) years after the date on which this Declaration is recorded in the Kane County, Illinois Recorder of Deeds Office, unless sooner terminated at the discretion of Declarant, its successor and assign.

21. **Deviation by Agreement with Declarant.** Declarant, or its successor or assign, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of any owner or owners of any lot or lots in West Woods of St. Charles) to deviate from any or all of the Covenants set forth herein, and any such deviation shall not constitute a waiver of the particular Covenant as to the remaining property in West Woods of St. Charles.
22. **Non-liability for Approval of Plans.** Any approval of plans, specifications, locations, grading plans, septic field plans, and landscape plans shall not constitute an approval of architectural or engineering design or compliance with zoning, health or building ordinances. By approving such plans, specifications, locations, grading plans, and landscape plans, neither the declarant, nor its successor or assign, nor any professional consultant engaged by them, assumes any liability or responsibility therefor, or for any defect in any building or structure constructed from the materials submitted. The Declarant, or its successor or assign, or any professional consultant engage by them, shall not be liable to any Owner of any lot in West Woods of St. Charles, or other person, for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, specification, locations, grading plans, septic field plans, and landscape plans, whether or not defective; and (ii) the construction or performance of any work, whether pursuant to approval of Declarant or not; and (iii) the development, or manner of development of any property within West Woods of St. Charles. Approval of plans, specifications, grading plans, septic field plans, locations, and landscape plans shall not be deemed to be a representation that any of said items comply with applicable governmental ordinances or regulations, including with limiting the generality of the foregoing all zoning, health, and building ordinance.
23. **Subdivision of lots.** No lot shall be subdivided or resubdivided to make smaller dwelling lots, provided, however, this restriction shall not prevent a purchaser of two (2) or more contiguous lots from erecting one dwelling on two or more adjoining platted lots or two dwellings on three or more adjoining platted lots as shown on the recorded plat of West Woods of St. Charles.
24. **Fires.** Other than in properly constructed barbecue pits or grills and firepits, no open fires shall be permitted on a lot, nor shall any other similar activity or condition be permitted which would tend to increase insurance rates for other owners.

25. **Solar Collectors and Satellite Dishes.** Solar collectors may result in excessive glare and reflection of light, and their use within West Woods of St. Charles requires the prior written approval of Declarant, or its successor or assign. The installation and use of satellite T.V. dishes (antennas) within West Woods of St. Charles shall require the prior written approval of Declarant, or its successor or assigns.
26. **Patios and Courtyards.** Patios and courtyards shall be designed as an integral part of the architecture of the residence and installation thereof within West Woods of St. Charles requires the prior written approval of Declarant, or its successor or assign.
27. **Building Projections.** All projections from a Building or other structure including, without limitation, chimney flues, vents, gutters, downspouts, porches, railings, balconies, and exterior stairways and walkways, shall match the color of the surface from which they project. All additions, alterations, and replacements of building projections must be approved, in writing, by the Declarant, or its successor and assigns.
28. **Access drives.** The location of access drives shall be sited as to avoid important natural features on a Lot, including without limiting the foregoing trees and ravines, and shall be prior approved, in writing, by Declarant, or its successor or assign.
29. **Swimming Pool design.** Swimming pools should be designed as being visually connected to the principal residence through walls or courtyards and shall be in-ground as no above ground pools shall be constructed on any lot within West Woods of St. Charles.
30. **Site drainage and grading.** Site drainage and grading shall be done with minimum disruption to the lot and shall not drain to adjoining lots, except as established by natural drainage patterns, nor cause any condition that could lead to soil erosion or damage to trees.
31. **Safe Condition.** Without limiting any other provision in this Declaration each owner shall maintain and keep his lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.
32. **Refuse.** No refuse, garbage, or trash shall be kept, maintained or contained on any lot so as to be visible from another lot. No incinerators shall be kept or maintained on any lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a lot. No recyclable materials may be stored outside. On-site dumpsters (trash containers) shall be used during the period of construction of any structure or dwelling.
33. **Lot appearance.** No owner shall accumulate or allow to accumulate on his lot any junked vehicles, litter, piles of lumber or building materials, refuse or other unsightly materials. Natural growth shall be kept trimmed and neat. Garbage shall

be placed in receptacles provided therefor, and, if outside shall be properly screened.

Tarpaulin and similar covering materials are prohibited.

34. **Mail and delivery boxes.** Declarant, or its successor or assign, reserves the right to establish a standard mail or delivery box design.
35. **Fences.** No fences (including walls intended to serve the purpose of a fence) shall be erected within West Woods of St. Charles without prior written approval of Declarant, or its successor or assign. Perimeter fencing is prohibited.
36. **Tree Plantings.** Unless prior approved in writing by Declarant, or its successor or assigns, each Lot within West Woods of St. Charles must be improved with the planting of at least three (3) trees indigenous to the area each having a minimum diameter of four (4") inches, with the type of such tree being approved by Declarant, or its successor or assigns.
37. **Landscaping and site development standards.**
 - (1) **Building Pad.** The building pad is that portion of each Lot within which all improvements must be built and alterations to existing landscape is permitted. The most appropriate building pad has been identified for each Lot in the Preliminary Plan attached hereto as Exhibit "C". Modifications to and deviations from the building pad as located in Exhibit "C" may be made only with prior written approval of Declarant, or its successor and assigns.
 - (2) **Ravine protection.** Lots 18-27 inclusive feature a major ravine along their rear lot lines. Direct placement of the building on the ravine feature will not be allowed.
 - (3) **Natural area.** The natural area is that portion of Lots 12 through 34, inclusive, which lie outside of the Building Pad and must remain as natural landscape. All other lots shall be deemed not to contain natural area.
 - (4) **Protected plants.** Protected plants are those plants which, either because of size, or age, or species, shall be protected. All trees of more than ten (10") inch diameter shall be deemed as plants to be protected.

Improvements should be sited to avoid protected plants wherever possible.
38. **Storm Water Detention Areas.**
 - (a) The costs of maintaining and repairing storm water detention facilities (except for landscaping and mowing thereof) and subsurface drainage improvements within West Woods of St. Charles shall be shared by and paid

for by each Owner in the same proportion that his lot, or lots, bears to the total number of lots subject to this declaration.

- (b) In the event any lot owner, or owners, do not adequately maintain the detention or subsurface drainage facilities, Kane County (or Municipality) may provide at its' sole discretion such maintenance or repair. To that end, Kane County (or any municipality which may annex the property subject to this declaration after the recording date hereof [herein "Municipality"]) is hereby granted the privilege of necessary access through and upon the premises of each and every block, lot, and parcel in West Woods of St. Charles for the purpose of effectuating the aforementioned maintenance or repair.
- (c) Except for claims for damages arising from the negligent acts of Kane County, and to the extent (i) permitted by law, and (ii) not covered by insurance each and every lot owner in West Woods of St. Charles shall hold the County of Kane (or Municipality) harmless for claims for damages arising out of the County of Kane's (or Municipality) performing any of the aforementioned maintenance or repair; and shall indemnify, defend, or incur all costs of defense of the County of Kane (or Municipality), its' officials, agents, servants, and employees, from the payment of any sum or sums of money to any person whomsoever on account of all claims, actions, or suits growing out of any injury from or in any way attributable to the County of Kane (or Municipality) performing any of the aforementioned maintenance or repair. The liability of each lot owner under this paragraph is limited to the lot owners proportionate share of the entire amount due in the same proportion that his lot, or lots bears to the entire number of lots subject to this declaration.
- (d) Each and every lot owner within West Woods of St. Charles shall be liable for his pro-rata share of the cost of any maintenance or repair performed by the County of Kane (or Municipality) and shall reimburse the County (or Municipality) upon written demand. In the event of a failure to so reimburse, to the extent permitted by law, the costs of any maintenance or repair performed by the County of Kane (or Municipality) shall give rise to a lien on each lot within West Woods of St. Charles for its proportionate share of the entire amount, and against each every lot owner therein in favor of the County of Kane (or Municipality). Such lien may be perfected by recordation of same.

ARTICLE FIVE

West Woods of St. Charles Community Association

1. **Creation and Purposes.** There shall be formed an Illinois not-for-profit corporation to be known as West Woods of St. Charles Community Association (hereinafter referred to as the "Association"), whose purposes shall be to cooperate with the

Declarant during the course of the development period (and thereafter) by assisting with the enforcement of the high standards established for property in West Woods of St. Charles under the Covenants to insure the provision of certain services and facilities of common benefit to all or the majority of lot owners, and in general to maintain and promote the desired character of West Woods of St. Charles following the initial sale of lots by the Declarant.

2. **Membership and Voting.** Declarant, its successor or assign, and every record owner of a fee simple interest in West Woods of St. Charles, shall become and be a member of the Association, and each member, including the Declarant, its successor or assign, shall be entitled to one (1) vote on each matter submitted to a vote of members for each lot owned by him or it, or, in the case of the Declarant, or its successor or assign, each lot owned, or beneficially owned, by it. Where title to a lot is in the name of more than one person, such co-owners must designate one spokesman or spokeswoman, and shall be entitled to one vote.
3. **Powers of the Association.** The Association shall have the following powers:
 - (a) To the extent such services are not provided by any governmental body:
 - (1) To care for, spray, trim, protect and replant trees on all streets and private drives and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the parkways which are in the streets and set aside for the general use of all residents and owners of property in West Woods of St. Charles.
 - (2) To provide for plowing and removal of snow from private driveways and public streets within West Woods of St. Charles.
 - (3) To maintain and care for Private Drives marked as a "Private Access Easement" and those areas designated as pedestrian and non-vehicular easements by this Declaration.
 - (4) To spray and take other measures for mosquito and fly abatement within West Woods of St. Charles.
 - (5) To employ duly qualified peace officers for the purpose of providing such additional security protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
 - (6) To maintain entranceways and any other common areas located within West Woods of St. Charles and conveyed to the Association by Declarant, or its successor or assign.

- (b) To mow, care for, and maintain vacant or improved property, remove rubbish from same, and to do any other things necessary or desirable in the judgment of the officers of the Association to keep all private property and all parkways in front of any lot in West Woods of St. Charles neat in appearance and in good order.

Accompanying this authority will be the right to make and collect reasonable charges, not to exceed the cost to the Association, from the owners of such lots, and the right to lien such lot or lots as a remedy.

- (c) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
- (d) To make such improvements to the entranceways, parkways and streets within West Woods of St. Charles and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two thirds of the members of the Association acting in accordance with its by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping West Woods of St. Charles a highly desirable residential community.
- (e) To provide for the maintenance of facilities in any public street, private driveway, park, pedestrian and non-vehicular pathway, entranceway, or on any land set aside for the general use of the owners and residents of West Woods of St. Charles.

4. Method of Providing General Funds.

- (a) For the purposes of providing a general fund to enable the Association to exercise the powers, make and maintain the improvements, and render the services herein provided for the Board of Directors of the Association shall estimate for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in West Woods of St. Charles, provided, however, that the annual rate of assessment may not be increased by an amount exceeding 25% of the previous years assessment without authorization by an affirmative vote of two thirds of the members of the Association. The Association shall also have the power to levy a one time \$300.00 per lot assessment toward a reserve fund to be established. In addition to an annual assessment, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements, including, without limitation, walks, roads, and private drives, provided, however that any such special assessment exceeding the sum of \$5,000.00, in the aggregate shall be prior approved by the affirmative vote of three-fourths of the members of the Association.

- (b) The Board of Directors of the Association shall estimate for each year the total amount required to maintain private driveways (including snow removal therefrom) and may levy an additional annual assessment uniformly against each Lot having frontage on said private driveways.
 - (c) In the event of the failure of any owner to pay an assessment on or before the 30 days following due date and following proper notice to such owner of such assessment, then said assessment shall become delinquent and shall bear interest at the rate of eighteen (18%) percent per annum from the due date thereof to the date of payment of both principal and interest and may thereafter be enforced against the owner personally. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Kane County Recorder of Deeds whenever any such assessments are delinquent, which Certificate(s) shall become and constitute a lien on such lots. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein an additional fee of \$100.00 and reasonable attorneys' fees which fees are hereby declared to be in addition to the lien upon the real estate so described in said certificate. Such fees shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
 - (d) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or trust deed now existing or which may hereafter be placed on said real property prior to the effective dates of such liens.
 - (e) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless with such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgement in such suit.
5. **Expenditures Limited to Assessment for Current Year.** The Association shall not expend more money within any one year (except by special assessment) than the total amount of the estimate and the subsequent assessment levied for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract binding the assessment of any future year (except contracts for utilities) and no such contract shall be valid or enforceable against the Association.
6. **Procedure for Amendments.** This Article Five may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds of the lots in West Woods of St. Charles. The agreement or agreements to amend shall be duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

7. **Powers of Declarant.** Until such time as the association is formed as aforesaid, declarant, or its successor or assign, shall have all the powers of the Association contained in this Article Five.

ARTICLE SIX

General Provisions

1. **Term of Covenants.** Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article Six for an initial period of thirty (30) years from the date of recording of this Declaration in the Office of the Kane County Recorder of Deeds in Geneva, Illinois, and thereafter for successive twenty (20) year terms.
2. **Binding effect.** The covenants herein set forth shall run with the land and bind the Declarant, its successor or assigns, and all parties claiming by, through, or under them. Declarant, its successor or assign, and each owner or owners of any of the lots within West Woods of St. Charles shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Should Declarant, or its successor or assign, or the Association employ legal counsel to enforce any of these Covenants then all such costs incurred by them by reason of such enforcement action, including reasonable attorneys' fees, shall be recoverable against and paid by the person or entity against whom such enforcement is brought. Whenever there shall have been built on any lot in West Woods of St. Charles any structure which is and remains in violation of the covenants herein set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant, or its successor or assign, by the owner of such lot, then Declarant, or its successor or assign, shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed to be a trespass. In no event shall the failure or delay of Declarant, or its successor or assign, or the Association to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation. No right of action shall accrue nor shall any action be brought or maintained by anyone against Declarant, or its successor or assign, or the Association, for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any of these Covenants, or for imposing any of these Covenants which may be enforceable by Declarant, or its successor or assigns, or the Association.
3. **Modification and Amendment.** The record owners in fee simple of the residential lots in West Woods of St. Charles may revoke, modify, amend or supplement in whole or in part any or all of the Covenants contained in this Declaration and may

release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- (a) Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three fourths of said lots consent thereto;
- (b) Any such change or changes may be effective at the end of said initial 30 year period or any such successive twenty year period if the record owners in fee simple of at least two-thirds of said lots consent thereto at least two (2) years prior to the end of any such period.
- (c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kane County, Illinois; provided, however, that Article Five hereof may be amended at any time in the manner therein set forth. A recordable certificate by a title company doing business in Kane County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to the compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in West Woods of St. Charles and shall run with the land and bind all persons claiming by, through, or under any one or more of them.
- (d) No amendment to paragraph 38 of Section 4 hereof shall be effective without the express written approval of the County of Kane, by and through its agent, the Kane County Platting Officer, his, agent, or successor in office.

- 4. **Subordination.** All Covenants, liens, and other provisions herein set forth shall be subject to and subordinate to all mortgages or trust deeds in the nature of a mortgage now or hereafter executed, encumbering any of the real property in West Woods of St. Charles; and none of the said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or trust deed. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or trust deed, or under any judicial sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration, except as hereinabove set forth in paragraph 4 (c) of Article Five.
- 5. **Severability.** If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Assignment by Declarant. Declarant, or its successor or assign, retains the right to vest the Association with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by Declarant, or its successor or assign, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Kane County, Illinois, and Declarant, its successor or assign, shall thereupon be relieved and discharged from every duty so vested in the Association.

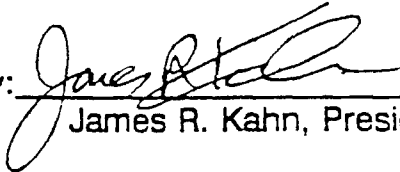
Successor or Assign. When used in these Covenants "successor" means a person or corporation who succeeds to the position of Declarant, or its successor or assign, and "assign" means any person or corporation who takes by written assignment from Declarant, or its successor or assign.

Record of Mailing Address. Each owner of a lot in West Woods of St. Charles shall file the correct mailing address of such owner with Declarant, or its successor or assign, and shall promptly notify Declarant, or its successor or assign, of any subsequent change in address. A written notice deposited in the United States Post Office, postage prepaid, and addressed to the owner at his last known address shall be deemed sufficient and proper notice when notices are required under this Declaration.

Any regulation or restriction contained herein in any paragraph, clause or provision thereof may be more restrictive than any provision of current or future ordinances of the County of Kane, including but not limited to County building, zoning, septic and subdivision ordinances and regulations. In the event of any conflict between said County ordinances and said restrictions contained in these covenants, the more restrictive regulation shall control. For purposes of this article a covenant, restriction, or regulation contained herein in any article or provision thereof is more restrictive if compliance therewith is not a violation of any County Ordinance.

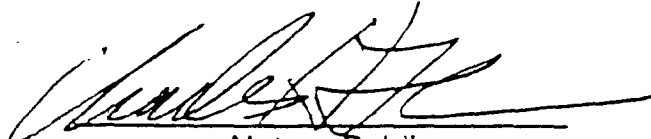
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its President on the day and year first above written.

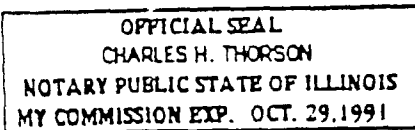
JCS DEVELOPMENT COMPANY,
an Illinois corporation

By: 
James R. Kahn, President

State of Illinois)
) SS.
County of Kane)

The foregoing instrument was acknowledged before me this 18 day of March 1991, by James R. Kahn, President of JCS DEVELOPMENT COMPANY, an Illinois corporation, on behalf of the corporation.


Notary Public



CONSENT OF MORTGAGES

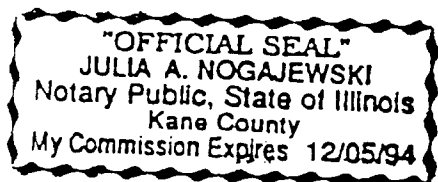
The First Chicago Bank of St. Charles, holder of a note secured by a mortgage dated March 26, 1990, hereby consents to the execution and recording of the foregoing Conditions, Covenants, Restrictions, Reservations, Grants, and Easements affecting the property known as West Woods of St. Charles and hereby submits said mortgage recorded on March 26, 1990 to the above and foregoing instrument.

First Chicago Bank of St. Charles

By: Stan G. Free
Title: Vice President

State of Illinois)
) SS.
County of Kane)

The foregoing instrument was acknowledged before me this 28th day of February, 1990, by Stan G. Free the Vice President of First Chicago Bank of St. Charles, on behalf of that corporation.



Julia A. Nogajewski
Notary Public

This instrument prepared by:

J.C.S. DEVELOPMENT COMPANY
1 W. Illinois Street, #300
St. Charles, IL 60174

EXHIBIT "A"

PARCEL ONE

Lots 1 through 8, inclusive, of Unit No. 1, West Woods of St. Charles, in Campton Township, Kane County, Illinois.

PARCEL TWO

Lots 35 through 50, inclusive, of Unit No. 2, West Woods of St. Charles, in Campton Township, Kane County, Illinois.

PARCEL THREE

Lots 23 through 34, inclusive, of Unit No. 3, West Woods of St. Charles, in Campton Township, Kane County, Illinois.

EXHIBIT "B"

That part of the Southeast Quarter of Section 16 and part of the Northeast Quarter of Section 21, all in Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the southwest corner of said Southeast Quarter; thence North 00°34'15" East along the west line of said Southeast Quarter 1140.72 feet to one southerly line of the former right of way of the Chicago Great Western Railroad Company; thence North 72°31'34" East along said southerly line 1493.42 feet to the westerly line extended northerly of Chaffield, Unit No. 1, Campton Township, Kane County, Illinois; thence South 01°00'00" West along said westerly line extended northerly, said westerly line, and said westerly line extended southerly 5549.70 feet; thence South 86°00' West 1028.50 feet; thence North 0°58' East 4032.42 feet to the south line of said Southeast Quarter; thence South 89°56'56" West along said south line 381.05 feet to the point of beginning (except that part lying south of the center line of Illinois State Route No. 64 and also except that part thereof conveyed by Document 1804591), in Campton Township, Kane County, Illinois and containing 90.737 acres.

92K65643

92 SEP 16 PM 2:00

Lynda M. Quinn
RECORDER

COPY

FIRST AMENDMENT
TO
WEST WOODS OF ST. CHARLES
CONDITIONS, COVENANTS, RESTRICTIONS,
RESERVATIONS, GRANTS AND EASEMENTS

Recorded March 21, 1991
as Document Number 91K12742

The following paragraph under Article IV General Restrictions is amended as follows:

3. Dwelling - Quality and Size. It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by Declarant, or its successor or assign. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by these Covenants or by Declarant, or its successor or assign. The total living area of the dwelling (above grade), exclusive of attached garages, attached decks, porches of every kind and nature, open terraces and breezeways, shall be:

(a) For one-story dwellings-not less than 2,700 square feet for lots 12-34 inclusive, and not less than 2400 square feet for lots 1-11 inclusive and lots 35-50 inclusive.

(b) For dwellings of more than one story-not less than 3,000 square feet for lots 12-34 inclusive, and not less than 2,700 square feet for lots 1-11 inclusive and lots 35-50 inclusive. First floor (above grade) square footage shall comprise not less than fifty (50%) percent of the total square footage of the dwelling.

0531 0894

IN WITNESS WHEREOF, JCS DEVELOPMENT COMPANY has caused this instrument to be executed by its President, Attested by its Vice-President, the day and the year first above written.

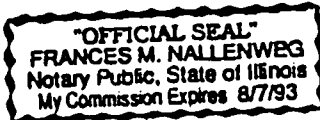
JCS DEVELOPMENT COMPANY

James R. Kahn
James R. Kahn
President

Scott D. Mennie
Scott D. Mennie
Vice-President

described and sworn to before
this 16th day of September, 1992

This instrument prepared by

Name James R. KahnAddress VIUW20 Country Hills
Elburn, IL 60120*Frances M. Nallenweg*

WWDS-3

WWDS-2

WWDS-1 92K65643

15.00

COPY

Recorded 7-22-94

Document 94K 0579 83

Fee

SUPPLEMENTAL DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS
AFFECTING THE PROPERTY KNOWN AS WEST WOODS OF ST. CHARLES

This Supplemental Declaration is made this 07th day of July, 1994, by JCS Development Company, an Illinois corporation (herein "Declarant").

RECITALS:

A. WHEREAS, the Declarant caused a Declaration of Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the property known as West Woods of St. Charles to be filed for record with the Kane County Recorder of Deeds on March 21, 1991 as Document No. 91K12742 (herein "Declaration"), and a First Amendment thereto to be recorded on September 16, 1992 as Document No. 92K65643. Exhibit "A" to the Declaration contains the legal description of real property then subjected to the Declaration.

B. WHEREAS, Section 2(a) of Article One of the Declaration provides that JCS Development Company may subject additional lands to all the terms and provisions of the Declaration, without further consent of any owner, mortgagee, or other party, provided that said land was described in whole or in part in Exhibit "B" to the Declaration.

C. WHEREAS, Section 2(b) of Article One of the Declaration provides that JCS Development Company may file of record a supplemental declaration for the purposes of subjecting additional real estate to the terms and provisions of the Declaration.

D. WHEREAS, on May 19, 1994 the Declarant caused a plat of subdivision of Unit No. 4, West Woods of St. Charles, Campton Township, Kane County, Illinois to be filed for record with the Kane County Recorder of Deeds as Document No. 94K041947 which subdivision is comprised entirely of real property described in Exhibit "B" to the Declaration.

E. WHEREAS, the Declarant is desirous of subjecting certain portions of West Woods Unit No. 4 to the terms and provisions of the Declaration and of amending Exhibit "A" to the Declaration to provide therefore.

NOW, THEREFORE, Declarant hereby declares that the Declaration be, and the same hereby is, supplemented and amended as follows:

1. The following real property located and situate in Kane County, Illinois and legally described as follows:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18
19, 20, 21, and 22, inclusive, of Unit No.
4, West Woods of St. Charles, in Campton
Township, Kane County, Illinois.

is hereby subjected to all the terms and provisions of the Declaration.

2. Exhibit "A" attached to the Declaration is superseded and replaced by the First Amended Exhibit "A" attached hereto and made a part hereof.

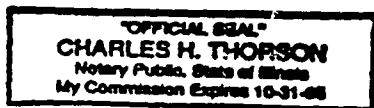
3. All other terms and provisions of the Declaration remain unchanged and in full force and effect.

In Witness Whereof, JCS Development Company, an Illinois corporation, has caused this Supplemental Declaration to be executed by its President as of the day and year first above written.

JCS Development Company
By: X *James R. Kahn*
Its President

State of Illinois)
) SS.
County of Kane)

15th The foregoing instrument was acknowledged before me this day of July, 1994 by James R. Kahn, President of JCS Development Company, an Illinois corporation, on behalf of the corporation.



Charles H. Thorson
Notary Public

This instrument prepared by and return to: Charles Thorson,
Attorney, 303 E. Main Street, St. Charles, Illinois 60174

First Amended Exhibit "A"

Parcel One

Lots 1 through 8, inclusive, of Unit No. 1, West Woods of St. Charles, in Campton Township, Kane County, Illinois

Parcel Two

Lots 35 through 50, inclusive, of Unit No. 2, West Woods of St. Charles, in Campton Township, Kane County, Illinois

Parcel Three

Lots 23 through 34, inclusive, of Unit No. 3, West Woods of St. Charles, in Campton Township, Kane County, Illinois

Parcel Four

Lots 9 through 22, inclusive, of Unit No. 4, West Woods of St. Charles, in Campton Township, Kane County, Illinois