

CHICAGO TITLE
MAIL TO: 239901

20

Attorney Richard G. Golab
222 North LaSalle Street
Suire 1910
Chicago, Illinois 60601-1102

PREPARED BY:

Attorney Thomas W. Schmitt
P.O. Box 115
Marengo, IL 60152

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

2001R0051200

07-20-2001 4:06 PM

RECORDING FEE	34.00
PAGES	28
COUNTY STAMP FEE	
STATE STAMP FEE	

FOURTH AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

TC

01-32-5356

2001R 0051200

FOURTH AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Declaration made this 16th day of JULY, 2001, by Dzemaal Mulasmajic and Doris J. Mulasmajic (hereinafter sometimes called "the Developer"), and Dzemaal Mulasmajic and Doris J. Mulasmajic, as Trustees under a Trust Agreement dated December 11, 1997 and known as The Dzemaal Mulasmajic Living Trust Dated December 11, 1997 (hereinafter sometimes call "the Trust").

SECTION 1

Declaration - Purposes

SECTION 1.01: General Purposes. The Trust is the owner of certain real property located in McHenry County, Illinois, and has created thereon a subdivision known as Doral Ridge Estates. The real property is legally described in Section 3.

The Developer and the Trust desire to provide for the preservation of the values and amenities in said subdivision, including without limitation, preservation of its natural setting and beauty, visual continuity, environmental integrity and critical wetlands, and to this end, desire to subject the real property described in Section 3 to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

SECTION 1.02: Declaration. To further the general purposes herein expressed, the Trust, for itself, its heirs, administrators, successors and assigns, hereby declares that the real property hereinafter described in Section 3, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, whether or not referred to in any deed of conveyance of such property. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

01-32-5357

SECTION 2

Definitions

The following words and terms when used in this Declaration, shall have the following meanings:

(a) "Property" shall mean and refer to the existing property subject to this Declaration.

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

(c) "Lot" (hereinafter referred to as Lot or Lots) shall mean any plot of land described by a number upon any recorded subdivision map of the property.

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

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

(f) "Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title or the contract purchaser for any lot situated upon the property.

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

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

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

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

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

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

SECTION 3

Existing Property

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in McHenry County, Illinois, and more particularly described as follows:

PARCEL 1: The North 7.57 chains of Lot 8 of the Assessor's Plat of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, according to the Plat thereof recorded August 10, 1883 as Document No. 14495, in Book 1 of Plats, page 13 (Excepting therefrom that part described as follows: Beginning at the Northwest corner of said Section; thence Southerly along the West line of said Section 496.2 feet to the North line of lands conveyed by Jacob Talbott II and wife, to Philip and Lou Elzea by Deed dated April 4, 1884 and recorded in Book 76 of Deeds, page 40; thence Easterly along said North line 390.9 feet; thence Northerly 503.5 feet to a point in the North line of said Section that is 395.1 feet East of the place of beginning; thence Westerly along said North line 395.1 feet to the place of beginning; also, excepting therefrom that part described as follows: That part of the Northwest Quarter of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of said Northwest Quarter with the centerline of Maple Street; thence Southerly along the centerline of Maple Street 310.0 feet; thence Westerly parallel to the North line of said Northwest Quarter, 600.0 feet; thence Northerly parallel

to the centerline of said Maple Street, 310.0 feet to the North line of said Northwest Quarter; thence Easterly along said North line 600.0 feet to the place of beginning) in McHenry County, Illinois.

PARCEL 2: Lot 10 of the Assessor's Plat of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, according to the Plat thereof recorded August 10, 1883 as Document No. 14495, in Book 1 of Plats, page 13; (excepting therefrom that part described as follows: Beginning at the Southeast corner of Hilltop Townhomes, Incorporated according to the Plat thereof recorded as Document No. 88R 040832; thence Westerly along the South line of said Hilltop Townhomes, Incorporated extended, 670.15 feet; thence Southerly parallel to the centerline of Maple Street, 555.01 feet; thence Easterly parallel to the South line of said Hilltop Townhomes, Incorporated extended, 670.15 feet to the centerline of said Maple Street; thence Northerly along the centerline of said Maple Street, 555.01 feet to the place of beginning) in McHenry County, Illinois.

Permanent Property Index Nos. 16-01-101-010 & 16-01-101-012

SECTION 4

General Building Requirements

SECTION 4.01: Living Space. The living space of each dwelling will have a minimum of the following square footage:

(a) First floor ranch - one thousand five hundred total square feet (1,500 sq. ft.) No floor area of any level partially or wholly below ground shall be included in the computation of square footage. For a raised ranch, there shall be a minimum of one thousand two hundred fifty square feet (1,250 sq. Ft.) of living space on the upper level.

(b) Tri-level - one thousand seven hundred total square feet (1,700 sq. ft.).

(c) Two story - one thousand eight hundred total square feet (1,800 sq. ft.). No floor area of any level partially or wholly below ground shall be included in the computation of square

footage.

(d) Each owner is responsible for the care and maintenance of landscaping within his lot including any easements located thereon.

SECTION 4.02: Dwelling Quality.

(a) Only cedar board or board fences may be erected, and under no condition shall fences be erected higher than forty-two (42) inches. No fence of any kind shall be constructed in any front yard.

(b) The only siding that will be allowed on any residential unit or accessory building shall be cedar, aluminum, vinyl, brick, or stone, or any combination thereof.

(c) There shall be no construction of any type of fenced animal detention areas.

(d) Each residence, as a minimum, shall have a two-car garage, which shall be attached to the main structure. Said attached garage shall have a minimum of three hundred eighty-five (385 sq. ft.) of floor area. The front of each garage shall contain a garage door having a minimum of sixteen (16) lineal feet. Driveways and housewalks shall be made of concrete, blacktop, or suitable masonry. Driveway width shall be as follows:

<u>Garage Size</u>	<u>Driveway Width:</u>	
	<u>Minimum</u>	<u>Maximum</u>
2 cars	10 feet	25 feet
3 cars	10 feet	32 feet
4 cars	10 feet	38 feet

SECTION 4.03: Accessory Buildings

(a) A maximum of one unattached accessory building may be constructed subsequent to the construction of the residence. No accessory building shall be erected unless and until approved by the City, pursuant to these covenants and all applicable City Ordinances. Any erected accessory building shall conform in at least siding and roofing, with the design and construction materials of the residence on the lot.

(b) No accessory building shall be built prior to the

construction of the main residence.

SECTION 4.04: Landscaping. All lots shall be completely landscaped within one (1) year after initial occupancy of the dwelling unit, unless otherwise required by the ordinances of the City of Marengo. Landscaping shall include two (2) trees in the front yard not less than six (6') feet in height. Within one hundred and eighty (180) days of the city issuing an occupancy permit each front yard must be sodded or have the lawn fully cultivated.

SECTION 4.05: USE RESTRICTIONS.

(a) All lots shall be used exclusively for residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, and an accessory building as provided in Section 4.03 above.

(b) None of the Lots, after purchase from the Trust, shall be re-subdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots for the purpose of building one single family residential dwelling upon the consolidated Lot. If two or more adjoining Lots are consolidated for the purpose of construction of one residence, all provisions of this Declaration shall be applied to the consolidated Lot as if they were one original platted Lot.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets to be kept by the owner of any lot shall not exceed three (3) in number.

(d) No structure of a temporary character, trailer, mobile home, tent, shack, garage or other outbuilding shall be used on any Lot any time as a residence. No part of a residence shall be occupied or used prior to completion of the entire residence.

(e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No manufacturing, industrial or business use will be

allowed on any Lot.

(g) No lot shall be maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

(h) No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, any person or entity engaged in the sale and construction of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale including, but not limited to, signs, offices, storage areas and model units.

(i) No bus, trailer, boat, camper or similar article shall be parked or stored, either temporarily or permanently, on any Lot unless it is under a permanent roof, except for construction and repair equipment on a temporary basis. This shall not, however, apply to any trailers used by Developer, or his successors or assigns, for sales offices.

(j) No visible oil or gas tank for fuel or any other purpose shall be erected or be allowed to remain on any lot.

(k) No excavation, building or landscaping shall be installed or performed upon Lots on which detention basins are located in such manner as to interfere with such detention basins.

(l) No satellite dish having a diameter in excess of 24 inches may be installed on any lot or residence or other building constructed thereon in the subdivision without the prior written consent of the Architectural Control Committee.

SECTION 5

General Provisions

SECTION 5.01: Maintenance of Lots.

(a) Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition

comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. No owner shall accumulate on his lot junked vehicles, litter, refuse or any unsightly materials. Garbage shall be placed in receptacles provided therefor and, if outside, shall be properly screened.

(b) No noxious or offensive activities shall be carried on, in or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. No beehives or apiaries shall be allowed to be maintained upon any lot.

SECTION 5.02: Damage to Residence. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence to a state consistent with the state of the residence prior to the casualty. Reconstruction shall be undertaken within four (4) months after the damage occurs, unless prevented by causes beyond the control of the owner.

SECTION 5.03: Enforcement. The Trust, the Developer, the City of Marengo, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations imposed by the provisions of this Declaration. Failure by the Trust, Developer, the City of Marengo, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5.04: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 5.05: Attorney's fees. In any legal proceeding brought to enforce the covenants and conditions herein, the prevailing party shall be entitled to reimbursement of his reasonable attorney's fees and costs from the losing party.

SECTION 5.06: Modification. The Trust or its assigns shall have the right, from time to time hereafter, to make all reasonable and necessary modifications, changes, alterations and additions with respect to these covenants and restrictions herein contained

provided, however, that any such modifications, changes, alterations and additions shall be made only by an instrument signed by the Trust or its assigns and recorded in the office of the Recorder of Deeds of McHenry County, Illinois. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any lot within the subdivision. When the Trust or its assigns no longer has an interest in any portion of the property described in Section 3, then the provisions of this Declaration may be modified only if the modification is agreed to in writing by the owners of at least 75% of the subdivision lots.

SECTION 6

Architectural Control

SECTION 6.01: Architectural Control Committee.

(a) An Architectural Control Committee shall be appointed by the Developer until such time as the Trust or its assigns no longer has an interest in any portion of the property described in section 3, at which time the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Homeowners Association.

(b) The Architectural Control Committee shall consist of three (3) members. Each member shall serve for a term of one (1) year and until his or her successor is appointed. Vacancies shall be filled by the Developer or Board of Directors, whichever is applicable.

SECTION 6.02: Construction Restrictions Notwithstanding that it may comply with this Declaration, no building, wall or other structure shall be constructed or erected nor shall any exterior addition, change or alteration costing in excess of \$2,500.00 be made nor shall any terraces, walks, driveways, or yard lights be installed on any lot until and unless all plans and specifications for same showing the nature, shape, size, architectural design, materials, color, location and proposed landscaping thereof shall be submitted and approved in writing by the Architectural Control Committee.

SECTION 6.03: Submissions to the Architectural Control Committee. Before submitting completed plans and specifications, an owner shall submit preliminary sketches for approval. Sketches should include the plot plan showing building setback provisions, basic floor plan, the four (4) building elevations, the exterior materials and colors. Said colors shall be carefully chosen, not only for each individual home, but with due care to the surrounding residences. Also, every side of a residential structure shall have at least one window located therein for each story or portion thereof.

SECTION 6.04: Variations. Upon proper written request, the Architectural Control Committee may waive any requirements set forth in this Declaration. The waiver of any requirement shall not be deemed as a waiver for the entire property, but shall be deemed as a waiver only on a case by case basis and shall not constitute a precedent for any future actions. Any party requesting a waiver shall state completely the reason or reasons for the waiver with such supporting documentation as may be requested by the Architectural Control Committee.

SECTION 7

Maintenance of Wetlands and Detention Areas

SECTION 7.01: Maintenance of Wetlands and Detention Areas. The subdivision of the subject property is known as Doral Ridge Estates and shall contain thereon a detention area located in the southeastern portion of the property, and also a detention area/wetland located in the northern portion of the property. The Developer has caused to be created or shall, within 12 months from the date hereof, cause to be created a not-for-profit corporation (hereinafter sometimes referred to as the Homeowners Association) whose members shall consist of the owners of the lots in the subdivision. Upon formation of the Homeowners Association, the Trust or Developer shall convey title with respect to the aforesaid detention and wetland areas to the Homeowners Association which shall have the duty and obligation to keep the detention and wetland areas in good repair. The Homeowners Association shall also have the duty and obligation to maintain and keep in good repair the existing stormwater detention area/wetland owned by the City of Marengo and located adjacent to and directly east of the

northern detention area/wetland described above as required by U.S. Army Corps of Engineers permit number 199500657. The Developer shall be responsible for the cost of keeping the aforesaid detention areas/wetlands in good repair until he has conveyed title with respect to the detention areas/wetlands to the Homeowners Association as provided above.

SECTION 7.02: Wetland Restrictions.

The Wetland areas shall be subject to the following restrictions which shall run with the land:

(a) No excavating, filling, grading or dredging shall be permitted, except as shall not be harmful to the Wetland areas and as approved by the City of Marengo and the U.S. Army Corps of Engineers.

(b) No mining, drilling or the like shall occur and no changes shall be made to the topography of the Wetland areas or vegetation in any manner, except as required for the maintenance of the Wetland areas.

(c) No dumping or burying of ashes, trash, garbage, yard waste, compost, grass clippings, or of any other matters shall be permitted.

(d) No construction or placement of any patios, decks, buildings, or structures of any kind shall be permitted.

(e) No vegetation shall be removed or altered, except to preserve, maintain or enhance the Wetland areas in a natural state.

(f) No snowmobile, dune buggy, motorcycle, or any other type of vehicle shall be permitted in the Wetland areas.

(g) All other acts which are detrimental to the preservation and maintenance of the Wetland areas in a relatively undisturbed natural habitat for wildlife, plants and similar ecosystems and as an area for scenic enjoyment shall be prohibited.

(h) The Wetland areas shall not be mowed.

(i) Except as required for subdivision improvements, mitigation activity, or Wetlands maintenance, no construction vehicles may enter the Wetland areas. Specifically, during the construction of a residence or other improvements to any lot, no

construction vehicles shall enter upon the Wetland areas.

SECTION 7.03: Cooperation With Other Agencies. The Homeowners Association shall use its best efforts to preserve and maintain the Wetland areas in accordance with the purposes outlined above, and shall cooperate with other entities and agencies involved with the management of the Wetland areas.

SECTION 7.04: Annual Inspection. The Homeowners Association shall conduct at least one physical inspection of the Wetland areas each and every calendar year for the purpose of insuring that the Wetland areas are being preserved and maintained in accordance with these Declarations and any other recorded restrictions imposed by the U.S. Army Corps of Engineers. The inspection or inspections shall be conducted in a reasonable manner and at reasonable times so as not to interfere with the enjoyment of the Wetland areas.

SECTION 7.05: Use of Chemical Fertilizers. All lots which abut the Wetland areas shall be maintained without the use of any type of chemical fertilizer or lawn treatment. It is specifically noted that the use of such fertilizers or lawn treatments (including but not limited to "Chem Lawn" and Turf Treer") can have a detrimental effect on the Wetland areas and are strictly prohibited. Natural or organic programs are acceptable so long as they do not impact adversely upon the Wetland areas.

SECTION 7.06: Enforcement. The Trust, the Developer, the City of Marengo, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations imposed by this SECTION 7. Failure by the Trust, the Developer, the City of Marengo, or by any owner to enforce any restriction, condition, covenant, easement, or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal proceeding brought to enforce the restrictions, conditions, covenants, easements, and reservations herein, the prevailing party shall be entitled to reimbursement of his reasonable attorney's fees and costs from the losing party.

SECTION 8

Homeowners AssociationSECTION 8.01: Membership.

(a) Every owner of a lot in the subdivision is automatically a member of the Homeowners Association. Membership is appurtenant to, and shall not be separated from, the ownership of a lot. Every owner, by acceptance of a deed or other conveyance of a lot, or a lot and dwelling unit, shall thereby become a member.

(b) There shall be one membership per lot, and every owner of a lot shall be entitled to one vote, except that the Trust shall have five (5) votes for every lot which it owns. If the record owner shall be more than one person, or if the owner is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributes thereof shall be designated by said owner or owners to the Homeowners Association.

SECTION 8.02: Board of Directors. The affairs of the Homeowners Association shall be managed by the Board of Directors. The Board of Directors shall be elected by the members pursuant to the Bylaws of the Homeowners Association.

SECTION 8.03: Assessment Obligation. Every lot owner, by acceptance of a deed or other conveyance of a lot, shall become obligated to pay to the Homeowners Association such assessments which are levied by the Homeowners Association pursuant to this Declaration from time to time.

SECTION 8.04: Assessment Lien-Land. Each assessment, whether special or annual, together with interest thereon at the rate of 18% per annum, plus the costs of collection including reasonable attorney's fees, shall be charged upon the lot and shall be a continuing lien upon the lot from the date the assessment is levied.

SECTION 8.05: Assessment-Personal Obligation. Each assessment, whether special or annual, together with interest thereon at the rate of 18% per annum, plus the costs of collection including reasonable attorney's fees, shall be the personal obligation of the person (or persons) or entity (or entities) holding title to the lot on the date the assessment is levied.

SECTION 8.06: Annual and Special Assessments. The Homeowners Association may impose annual and/or special assessments on the owners of the lots in the Subdivision for the purpose of paying the costs of operating, repairing, maintaining and administering the Detention and Wetland areas described in Section 7 above. The amount of each assessment and the terms and conditions of payment from the lot owners shall be determined by the Homeowners Association.

SECTION 8.07: Initial Costs of Operation. The Developer shall pay the costs of maintaining and operating the Detention and Wetland areas until such time as title with respect to the two detention and Wetland areas located in the northern and southeastern portions of the property has been conveyed to the Homeowners Association. Thereafter, the Homeowners Association shall pay all costs and expenses attributable to the operation and maintenance of the Detention and Wetland areas.

SECTION 8.08: Delinquent Assessments. Delinquent assessments shall bear interest from the date of delinquency at the rate of 18% per annum. The Homeowners Association may bring an action at law or in equity against the member to pay same. The member shall be responsible for all costs of collection, including reasonable attorney's fees. The Homeowners Association, in addition thereto, may enforce and foreclose any lien which it has or which may exist for its benefit. No member may waive or otherwise escape liability for any assessment provided herein by non-use or abandonment of the member's lot.

SECTION 8.09: Subordination of Lien to Mortgage. The lien of the Homeowners Association provided herein shall be subordinate to the lien of the first mortgage on any lot, but nothing contained herein shall be construed to waive or extinguish the personal obligation of the lot owner to pay the assessment.

SECTION 9

Easements

Section 9.01: Easements. No permanent building or trees shall be placed on any easement areas identified on any subdivision plat recorded in the office of the Recorder of Deeds of McHenry County, Illinois, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere

with the easement rights granted.

Section 9.02: Entrance Monument Easements. An easement is hereby granted over and under any lot upon which an entrance monument now exists or shall hereafter exist to the Homeowners Association and its successors or assigns for the purpose of installation, construction, renewing, operating, refinishing, and maintenance of the entrance monument itself, any landscaping appurtenant thereto, and any conduits, cables, lights, poles, and wires, either overhead or underground, with all necessary braces and other appurtenances applicable to said monument. The lot owners shall not interfere with said monuments or their appearance as constructed by the Developer without the prior written approval of the Homeowners Association. The maintenance, upkeep, repainting and other expenses regarding said monument shall be the obligation of the Homeowners Association and not the obligation of the owner of the lot on which the monument is constructed. Furthermore, the Homeowners Association shall reimburse the lot owner and hold him harmless for any damage directly or indirectly caused by the Homeowners Association in conjunction with its use of the easement granted under the terms and conditions of this Declaration.

SECTION 10

Three Phases of Development

Section 10.01: Three Phases. Notwithstanding anything said in this document to the contrary, the Doral Ridge Estates Subdivision shall be in three (3) phases as hereinafter provided.

Section 10.02: Phase One. Doral Ridge Estates Unit No. 1 (herein sometimes referred to as Phase I) consists of 66 lots and the Final Plat of Doral Ridge Estates Unit No. 1 was recorded on January 15, 1997 in the office of the Recorder of Deeds of McHenry County, Illinois as Document No. 97R2432.

Section 10.03: Phase Two. Doral Ridge Estates Unit No. 2 (herein sometimes referred to as Phase II) consists of 61 lots and is legally described as follows:

That part of the Northwest Quarter of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, taken as a tract of land more particularly described as follows:

Commencing at the northwest corner of aforesaid Northwest Quarter of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian; thence South 00 degrees 13 minutes 42 seconds east along the West line of said Northwest Quarter a Distance of 496.20 feet; Thence South 88 Degrees 57 Minutes 23 Seconds East a distance of 390.90 feet to the West line of Doral Ridge Estates Unit Number 1 Subdivision Recorded January 15, 1997 as Document Number 97R002432: Thence South 00 degrees 00 minutes 33 seconds East along said West line a distance of 8.75 feet to the point of beginning; Thence South 81 degrees 39 minutes 12 seconds East a distance of 125.63 feet; Thence South 89 degrees 45 minutes 01 seconds East a distance of 66.00 feet; Thence South 81 degrees 27 minutes 48 seconds East a distance of 126.46 feet; Thence South 00 degrees 11 minutes 16 seconds East a distance of 208.92 feet; Thence North 89 degrees 59 minutes 08 seconds East a distance of 331.27 feet; Thence South 00 degrees 22 minutes 12 seconds East a distance of 222.00 feet; Thence North 89 degrees 59 minutes 08 seconds East a distance of 143.16 feet; Thence North 89 degrees 11 minutes 43 seconds East a distance of 66.00 feet; Thence North 89 degrees 59 minutes 08 seconds East a distance of 128.40 feet; Thence South 00 Degrees 52 minutes 38 seconds East a distance of 45.79 feet; Thence South 00 degrees 19 minutes 54 seconds East a distance of 555.03 feet; thence South 89 degrees 37 minutes 48 seconds West a distance of 128.42 feet; Thence North 68 degrees 13 minutes 12 seconds West a distance of 71.26 feet; Thence South 89 degrees 56 minutes 39 seconds West a distance of 795.49 feet; Thence North 00 degrees 00 minutes 33 seconds West a distance of 1049.10 feet to the point of beginning, in McHenry County, Illinois.

Section 10.04: Phase Three. Doral Ridge Estates Unit No. 3 (herein sometimes referred to as Phase III) consists of approximately 40 lots and is legally described as follows:

That part of the Northwest Quarter of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, taken as a tract of land more particularly described as follows:

Commencing at the northwest corner of aforesaid Northwest Quarter of Section 1; thence North 89 degrees 58 minutes 28 second East along the North line of said Northwest Quarter a distance of 395.10 feet to the Northwest corner of Doral Ridge Estates Unit No. 1 per Plat of Subdivision thereof recorded January 15, 1997 as Document Number 1997R002432; thence South

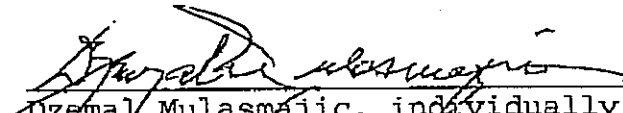
00 degrees 15 minutes 37 seconds West along the West line of said Unit No. 1, a distance of 503.50 feet; thence South 00 degrees 00 minutes 33 seconds East along aforesaid West line a distance of 8.75 feet to the Northwest corner of proposed Doral Ridge Estates Unit No. 2; thence continuing South 00 degrees 00 minutes 33 seconds East along the West line of said Unit No. 2, a distance of 1049.10 feet to the South line of said Unit No. 2; thence North 89 degrees 56 minutes 39 seconds East along said South line a distance of 636.28 feet to the point of beginning; thence continuing North 89 degrees 56 minutes 39 seconds East a distance of 158.21 feet; thence South 68 degrees 13 minutes 12 seconds East a distance of 71.26 feet; thence North 89 degrees 37 minutes 48 seconds East a distance of 128.42 feet; thence North 00 degrees 19 minutes 54 seconds West a distance of 6.00 feet; thence North 89 degrees 58 minutes 28 seconds East a distance of 670.15 feet; thence South 00 degrees 19 minutes 50 seconds East a distance of 698.52 feet; thence south 89 degrees 54 minutes 06 seconds West a distance of 1024.50 feet; thence North 00 degrees 11 minutes 41 seconds West a distance of 719.43 feet to the point of beginning, said tract of land containing 718434.51 square feet or 16.49 acres more or less all in McHenry County, Illinois.

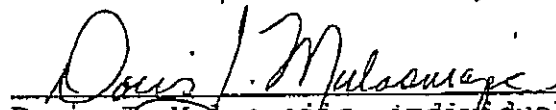
Section 10.05: Developer under Phases One, Two and Three. From and after JULY 16, 2001, Kennedy Homes Limited Partnership, an Illinois limited partnership, shall be considered the "Developer" under this Declaration for all purposes under this Declaration with respect to the property in Phases One and Two described above, with Phase Three to remain in the control of Dzemaal Mulasmajic and Doris J. Mulasmajic, Developer, subject to that certain Agreement of Purchase and Sale--Phase III, dated May 1, 2001 by and between Kennedy Homes Limited Partnership, an Illinois limited partnership, as Buyer, and Dzemaal Mulasmajic and Doris J. Mulasmajic, as Trustees under the provisions of a Deed or Deeds in Trust Dated December 11, 1997 and known as the Dzemaal Mulasmajic Living Trust Dated December 11, 1997, as Seller.

Section 10.06: Limitations on Amendments. From and after JULY 16, 2001, Kennedy Homes Limited Partnership, an Illinois limited partnership, shall have the authority to make amendments or modifications to this Declaration with respect to Phase One provided, however, that it first obtains the written consent of Dzemaal Mulasmajic and Doris J. Mulasmajic, as Trustees as aforesaid, which consent shall not be unreasonably withheld or

delayed. From and after JULY 16, 2001, Kennedy Homes Limited Partnership, an Illinois limited partnership, shall have the authority to make amendments or modifications to this Declaration with respect to Phase Two. From and after JULY 16, 2001, Dzemaal Mulasmajic and Doris J. Mulasmajic, as Trustees as aforesaid, shall have the authority to make amendments or modifications to this Declaration with respect to Phase Three provided, however, that they first obtain the written consent of Kennedy Homes Limited Partnership, an Illinois limited partnership, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Dzemaal Mulasmajic and Doris J. Mulasmajic, individually and as Trustees under a Trust Agreement dated December 11, 1997 and known as the Dzemaal Mulasmajic Living Trust Dated December 11, 1997, have signed this Fourth Declaration of Covenants, Conditions and Restrictions this 16th day of JULY, 2001.


Dzemaal Mulasmajic, individually and
as Trustee aforesaid

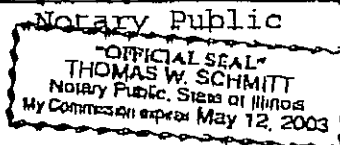

Doris J. Mulasmajic, individually and
as Trustee aforesaid

STATE OF ILLINOIS)) SS.
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Dzemal Mulasmajic and Doris J. Mulasmajic, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of
JULY, 2001.

Notarial Seal this 16th day of



THIS INSTRUMENT PREPARED BY:

Attorney Thomas W. Schmitt
LAW OFFICES OF THOMAS W. SCHMITT
AND JAY K. FILLER, JR.
3901 N. Route 23
P. O. Box 115
Marengo, IL 60152
(815) 568-8123