

COUNTY OF KENDALL)
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STATE OF ILLINOIS)

RED HAWK LANDING
OSWEGO TOWNSHIP
KENDALL COUNTY, ILLINOIS

Conditions, Covenants, Restrictions and Reservations affecting the property of:

Harold and Rebecca Oliver and Greg and Chris Balog, Owner (hereinafter called "~~Owner~~") and Developer, (hereinafter called "Developer"), and all subsequent owners, their successors, heirs and assigns.

No
LONGER
OWNERS

THIS DECLARATION, made this 29th day of December, 1988, by the owner and developer of the subject property:

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration, and is desirous of subjecting said real property to the conditions, covenants, restrictions and reservations herein set forth, each of which is for the benefit of said property and each owner thereof, and which shall inure to the benefit of and pass with said property and each and every parcel thereof.

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

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, sold, transferred, conveyed and occupied subject to the Covenants herein contained is located in the Subdivision of RED HAWK LANDING, Oswego Township, Kendall County, Illinois, and is more particularly described as follows, to-wit: Lots 1-22 of RED HAWK LANDING Oswego Township, Kendall County, Illinois.

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subject to the covenants hereby declared to insure proper use and development of the subject property; and to protect the owners of property herein against such use of surrounding lots as may depreciate the value of their property; in general to preserve the general welfare, health, safety and desirability of the land as a residential area.

ARTICLE III
GENERAL RESTRICTIONS

1. Land Use and Building Type:

All lots covered hereby shall be used for single family, private

residential purposes only, unless designated for other purposes on the master plan. No gainful occupation or profession, or other non-residential use, shall be conducted on any lot(s) or in any building located on any lot(s). No noxious or offensive activity shall be carried on in or upon any premise, nor shall anything be done thereon which is or may be or become any annoyance or nuisance to the neighborhood. No livestock (including horses and farm animals or poultry) shall be kept or maintained on any lot. Domestic animals shall be permitted to be kept and maintained on any lot provided, however, that such domestic animals shall not be kept, maintained or bred for a commercial purpose. The owners of said domestic animals shall at all times secure their said animals so as not to infringe upon or cause a hazard to other owners or their property. Dogs and cats must be contained on owner's premises or on a leash in other areas. No burning or refuse shall be permitted outside any dwelling, except that the burning of leaves naturally upon the premises is allowed. Commercial vehicles shall not be habitually parked in the subdivision. "Commercial vehicles" shall include all forms of transportation which bear signs or have printed on the same reference to any commercial undertaking or enterprise. In addition, no trailers, mobile homes, or recreational vehicles of any kind shall be habitually parked in said subdivision unless within a garage located thereon. Habitually parked for purposes of these restrictions shall be defined as parked in said subdivision, not within a garage located thereon, for a period in excess of three (3) consecutive days.

2. Dwelling Quality and Size:

All dwellings shall be constructed in accordance with the requirements of the applicable zoning ordinances in Kendall County and in accordance with such other standards as may be adopted by the Architectural Standards Committee as hereinafter established. No construction of any kind including but not limited to: the erection or re-erection of any building; the erection or re-erection of any accessory building or structure; or the installation of any garage, driveway, parking area or similar structure may occur until and unless the plans and specifications therefor have been approved in writing by the Architectural Standards Committee. This Committee shall have the right to review all such plans and specifications and to accept or reject the same if, in the opinion of the Committee, they are not suitable or desirable for aesthetic or other reasons. Such plans and specifications shall be either approved or disapproved by the Architectural Standards Committee within thirty (30) days after their submission for review and if disapproved, the reason(s) therefore shall be given by the Committee. Plans and specification approval or disapproval shall be based on exterior appearance only. In no instance shall any structure be approved where the same will or may interfere with the public safety. In any event, the ground-floor living area of each dwelling, exclusive of attached garage, carports, patios, open terraces, courts, breezeways, and basements shall be:

- a. For one-story dwellings - not less than 1800 square feet;
 - b. For dwellings of more than one-story - not less than a total square footage of 2200 square feet in the entire two-story residence.
 - c. Any tri-level or raised ranch shall contain not less than 2200 square feet of living space above ground level.
- Basements shall not be considered living area for the purpose of computing square footage in this provision (a-c) herein.

3. Building Locations:

No building shall be located on any lot nearer to a street or an adjacent lot than is provided by the provision of the Zoning Ordinance of the governing body politic and corporate and no dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet.

4. Lot Area and Width:

No dwelling shall be erected, placed or be permitted to remain on any lot having an area less than was originally platted as an entire lot unless approved in writing by the Architectural Standards Committee. No re-subdivision of any lot within RED HAWK LANDING shall be done without the prior written consent of the owner and developer, and the prior written consent of all other lot owners within said subdivision.

5. Easements:

Each of said lots in said subdivision is subject to permanent easements for installation and maintenance of utilities and for drainage facilities, and the same are reserved as shown, or otherwise noted, on the recorded plat. Within such easement, no structures, buildings, planting or other material shall be erected, planted or stored where the same may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in said easements. The easement area in each lot shall be maintained by the owner of said lots except for such improvements installed and maintained by public authority or public utility.

No builder or owner shall in any way allow or do any filling or alteration of the drainage easements shown on the plat recorded of said subdivision, nor shall any structure be built thereon.

6. Utilities:

Any utility lines on property shall be installed underground.

7. Temporary Structures:

No structure of a temporary character, trailer, incomplete buildings, tent, shack, garage, barn, basement or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary buildings or structures used in the construction of any dwelling shall be removed immediately upon the completion of such construction.

8. Garages and Driveways:

Access driveways and other areas for vehicular use shall be erected and maintained on every lot. Entrances for each driveway shall be prohibited where shown on the final plat. Each lot shall contain at least one attached enclosed garage with not less than two parking spaces therein. Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid any habitual use of on-the-street parking. The driveway may be counted in computing such off-street parking. Said driveway approach and driveway shall be paved within six months of issuance of an occupancy permit for the dwelling with either concrete or blacktop, and shall be constructed in such manner as to prevent erosion. All plans and specifications for driveways, parking areas, culverts and pavement edgings or markers must be approved in writing by the Architectural Standards Committee.

9. Utility or Storage Building:

No utility or storage buildings may be erected on any lot.

10. Plant Diseases or Noxious Insects:

No plants or seeds or other things or conditions, harboring or

breeding infectious plants, plant diseases or noxious insects shall be introduced upon any lot or portion thereof.

11. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage shall be kept in sanitary containers. Any incinerator or other equipment erected for the disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

12. Construction Materials:

In no event shall said dwelling, house, garage or other structure be constructed with the use of roll paper exterior siding or imitation brick or shingle exterior siding of asphalt or granule composition, it being the intention and purpose of these covenants to assure that all dwellings erected thereon shall be of good quality, workmanship and materials. It is further intended that brick, stone, wood, aluminum, and vinyl materials be used to conform to the surrounding dwellings. All materials used in the construction of any structure must be new, except that non-new materials used for decorative purposes only may be used if approved in writing by the Architectural Standards Committee.

13. Occupancy:

No dwelling may be occupied until the exterior thereof shall have been completely finished, including paint or equivalent type of coating on all exterior paintable or coatable surfaces. Except as provided in Paragraph 8, driveway approaches and driveway must also be complete at such time. This provision may be waived by the Architectural Standards Committee, in their discretion and under proper circumstances.

14. Swimming Pool:

No above ground swimming pool shall be erected, installed and maintained on any lot without approval from the Architectural Standards Committee. No pool shall be permitted except where adequate provisions have been made to prevent the same from becoming a hazard to the neighborhood. Any structure used to enclose any pool shall conform to the general restrictions, herein, applicable to the architecture of the main residence. No swimming pool shall be permitted without prior approval of the Architectural Standards Committee. The construction of a swimming pool, as provided for herein, shall qualify as an exception to the total number of structures permitted on a lot under Article III, Paragraph 9. The owner and/or developer shall not be liable for any injuries as a result of swimming pools located on any individual lot in any subdivision, nor shall the owner and/or developer of said subdivision be responsible for the failure of any subsequent owners of said land to take proper safety precautions in preventing injury as to any swimming pool contained on any lot in said subdivision.

15. Signs:

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales periods; provided, however, that for a period of two (2) years following the recording of these covenants, the developer shall have the right to maintain a sign not to exceed four feet by eight feet advertising the subdivision, RED HAWK LANDING.

16. Upkeep and Repair:

Every lot and structure on the lot shall at all times be kept in a state of good repair by the owner(s) or occupant(s) thereof. The owner of each lot will keep his lot mowed or shall pay for having it mowed.

17. Landscaping:

All lawns must be seeded or sod installed within one season of the completion of the construction of said residence on any lot. All purchasers of lots within said subdivision shall keep them mowed, and no lot shall be mowed less than five (5) times during any one year. In the event any vacant lot remains in an unmowed and unsightly condition for a period in excess of one (1) month, the owner and/or developer reserves the right to have said lot mowed and to charge the owner of said lot for the mowing and for any legal expense incurred in the collection of said indebtedness.

18. Radio and Television Antennas and Satellite Dishes:

All antennas for the reception of radio waves and transmission and television reception shall be installed in the attic or on the roof of each structure. Satellite dishes or antennae shall be permitted in the rear yards only.

19. Land Cash Donation

All purchasers of lots shall pay the Kendall County Land-Cash donation in accordance with the Kendall County Land-Cash Ordinance. Actual cash donation required will be determined and paid when the building permit is issued.

ARTICLE IV
ARCHITECTURAL STANDARDS COMMITTEE

1. Creation:

The Architectural Standards Committee is hereby created. It shall be composed of 4 members: Harold Oliver, Rebecca Oliver, Greg Balog, and Chris Balog.

Succession continues until the death of the last member. After the death of the last surviving member, a majority of the owners of the lots in the within subdivision shall have the right to designate the successor. Said member of the Architectural Standards Committee shall sit without compensation.

2. Powers and Duties:

All plans and specifications and any other necessary information shall be filed with the Architectural Standards Committee for approval or disapproval prior to the commencement of construction by an owner(s) or occupant(s). Any and all buildings and structures upon said lots must be submitted and approved by the Architectural Standards Committee and must conform in workmanship, materials and architectural harmony to other structures thereon. Such plans and specifications shall be approved or disapproved by a majority vote of this Committee within thirty (30) days of the day on which such plans and specifications are submitted for consideration and a written report shall be transmitted by the Committee to the applicant, either approving the proposed plans and specifications or disapproving the same and stating the reason(s) therefore. In the event this Committee fails within such thirty (30) day period, to approve or disapprove such proposed plans and specifications, and in the further event no suit to enjoin the proposed construction has been filed within a thirty (30) day period after the commencement of construction, then the provisions of this Declaration shall be deemed to have been complied with and written approval shall not be required.

ARTICLE V
GENERAL PROVISIONS

1. Duration of Declaration:

Each of the covenants set forth herein shall continue and be binding for an initial period of 25 years from the date of this Declaration, during

which period they may be altered or amended, as provided in Article V, Paragraph 7 herein, and thereafter for successive periods of ten years each, but subject to amendment.

2. Applicability of Covenants:

The covenants herein set forth shall run with the land, and be binding upon developer, its successor, grantees, and assigns and all subsequent owners, their successors, grantees, heirs and assigns. Any owner of the above lots shall have the right, from time to time, to sue, jointly or severally to obtain a prohibitive or mandatory injunction to prevent a breach or enforce the observance of any and all of the covenants contained herein.

3. Enforcement:

Enforcement shall be by proceeding in law or in equity against any persons violating or attempting to violate any covenants either to restrain violation, compel compliance with the provisions hereof, or to recover damages.

4. Invalidation:

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the provisions which shall remain in full force and effect.

5. Duty of Owner and Developer:

The duty of the owner and/or developer to enforce any covenant herein contained shall be discretionary and the owner and/or developer shall incur no liability for failing to enforce said covenants. The owner and/or developer may at any time elect to enforce any and all of the covenants hereintofore set out, and the failure to enforce any of said covenants at any time shall act as a waiver of the authority granted herein.

6. Liability of Owner/Developer:

The owner and/or developer shall incur no liability for the maintenance, design or construction of any home or structure on any lot located within said subdivision.

7. Amendment:

Except as otherwise provided herein, any or all of the covenants herein contained may be revoked, amended or altered at any time from the date of this Declaration, provided that not less than three-fourths (3/4ths) of the owners of real property in RED HAWK LANDING consent thereto in writing, and provided further that such amendment(s) be duly recorded with the Recorder of Deeds of Kendall County, Illinois. For the purpose of this provision, each lot shall be entitled to only one vote, whether a lot be owned by one individual or jointly with another.

IN WITNESS WHEREOF, Owner and Developer has caused the within Declaration to be executed the day and year first above written.

BY: _____
Harold Oliver

Rebecca Oliver

Greg Balog

Chris Balog

RED HAWK LANDING

