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**DECLARATION OF
COVENANTS
AND
RESTRICTIONS**

MCHENRY COUNTY RECORDER PHYLLIS K. WALTERS	
1999R0044524	
06-18-1999 2:04 PM	
RECORDING FEE	20.00
PAGES	9
COUNTY STAMP FEE	
STATE STAMP FEE	

DECLARATION, made this 7th day of June, 1999, by OAK GROVE GROUP, LLC, a Delaware Limited Liability Company, ("**DECLARANT**" and/or "**Developer**").

WITNESSETH:

WHEREAS, the **DECLARANT** is the record owner of the following described property in the Village of Prairie Grove, McHenry County, Illinois (the "**PROPERTY**", "**TRACT**" or "**PREMISES**"):

Oak Grove Subdivision, being a Subdivision of that part of the East 1/2 of Section 22, Township 44 North, Range 8, East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 22, thence South 0 degrees 57 minutes 28 seconds West, along the West line the said Southwest 1/4 of the Northeast 1/4 and along the West line of the Southeast 1/4 of said Section 22, a distance of 2314.40 feet; thence South 89 degrees 12 minutes 17 seconds East parallel with the North line of the South half of the Northeast 1/4 of said Section 22, a distance of 377.94 feet; thence North 69 degrees 46 minutes 05 seconds East, a distance of 385.51 feet; thence North 57 degrees 40 minutes 27 seconds East 688.25 feet to the East line of the West 1/2 of the Southeast 1/4 of said Section 22, thence North 0 degrees 54 minutes 34 seconds East along said East line a distance of 1800.00 feet to the North line of said South half of the Northeast 1/4 of Section 22; thence North 89 degrees 12 minutes 17 seconds West along the said North line a distance of 1318.39 feet to the Point of Beginning containing 65.22 acres, more or less, all located in McHenry County, Illinois. ("The Subdivision")

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WHEREAS, DECLARANT is desirous of establishing for the mutual benefit of all future owners of any part of the Premises certain rights, restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, DECLARANT desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said premises shall, at all times, enjoy the benefits of and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative and aesthetic aspects of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW THEREFORE, the DECLARANT hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants herein which shall be binding upon all parties having or acquiring any rights title or interest in the described lands or any part thereof.

ARTICLE 1 ASSOCIATION AND ADMINISTRATION

1-1. There is hereby established an Association commonly known as the OAK GROVE HOMEOWNERS' ASSOCIATION. The provisions of this Article shall constitute the By-Laws which, in addition to other provisions of this Declaration, shall govern the administration of the Common Areas and other areas and duties delegated to the Association.

1-2. Unless specifically provided otherwise, the Association shall own, maintain, repair, and improve the Common Areas within the Property as defined in Article 2.

1-3. The Association shall be governed by the rules, procedures and decisions relating to the Illinois Not-For-Profit Corporation Act except as may be provided to the contrary herein.

1-4. The direction and administration of the Common Areas and Association shall be vested in a Board of Managers (the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be an Owner of a Lot; provided that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person, then any Officer, Director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

1-5. The Board shall be the governing body for all the Owners for the administration and operation of the Association's responsibilities. Upon the formation of such Association, every Lot Owner shall be a member therein, which membership shall automatically terminate upon the sale of the lot at which time the new Owner shall automatically become the member.

1-6. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the lot Owners or hold office. Such Person shall be known as the "voting member". Such voting member may be the Owner or may be some person designated by such Owner to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board. The total number of votes of all voting members shall be equal to the total number of Lots then subject to this Declaration, and each Lot shall be entitled to one vote. The Developer or its Designee shall be voting members with respect to any and all lots owned by the Declarant or its Successor or Assignee.

1-7. Annual meetings of the voting members shall be held at a location in Nunda Township as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members for a least 10 percent of the number of lots shall constitute a quorum. Robert's Rules of Order (most recent edition as from time to time amended) shall govern the conduct of the meetings.

1-8. Members of the Board shall receive no compensation for their personal services, unless expressly allowed by direction of the voting members for at least two-thirds (2/3) of the number of lots.

1-9. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of accounts, and such additional officers as the Board shall see fit to elect.

1-10. The Board, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Common Areas, Detention, Drainage and Retention Areas and any planting areas and all other areas within Association's jurisdiction. Written notice of such rules and regulations shall be given to all Lot Owners and the entire Property shall at all times be maintained subject to such rules and regulations. If, within thirty (30) days from the date of passage and written notice delivered to the lot Owners of the adoption of any such rule and regulation, the voting members for at least one-fourth (1/4) the number of lots shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the voting members for at least two-thirds (2/3) of the number of lots.

1-11. Until December 31, 2010, or until 70 percent of the lots subject to this Declaration are owned by persons other than the Developer, the Developer and/or his nominees shall constitute the entire Board of Directors of the Association after which time an election shall be called and the Board shall be constituted. The Developer shall be entitled to one vote per lot owned by it and may nominate one or more persons to serve on the Board. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the members then presently sitting on the Board shall constitute a quorum.

1-12. At the time the Developer or its Assignee owns less than 30% of the lots or December 31, 2010, the sooner of which occurs, all responsibilities undertaken by the Developer herein shall become the responsibility of the Board.

ARTICLE 2 COMMON AREAS

2-1. The Common Area shall include non-municipal parks, wetlands, common easements, entranceways, non-municipal rights-of-way, non-municipal common planting areas, drainage retention and detention areas not otherwise located upon the lot of another owner, and all such other real property as may be deeded to or owned by the Association as well as all improvements thereon.

2-2. The portions of the premises owned by the Association shall be held for the sole enjoyment of all Lot Owners and their guests. The use thereof by others is prohibited.

2-3. If, due to the negligent act or omission of a Lot Owner, a member of his family or household or a guest shall cause any damage to the property of the Association, the cost of such repairs shall be added to the lot assessments of such Owner.

ARTICLE 3 DRAINAGE

3-1. No Owner shall alter the rate or direction of flow of water to or from the drainage, water retention and detention areas or in any way change the boundaries or composition of said areas without prior approval of the Developer so long as it owns any lot, and required governmental authorities.

3-2. The following provisions apply to all drainage detention and retention areas as noted on the plats of survey and areas to which these Covenants are or may become applicable:

- a. No excavation or placement of dredged or fill material, debris or landscape waste may be placed upon said areas.
- b. No structures of any kind may be placed upon said areas.
- c. Said areas may be landscaped by grass seeding only.
- d. Bicycles and any other types of vehicles are prohibited from operation upon said areas.
- e. There shall be no modifications to the hydrology of these restricted areas, either directly or indirectly, that would allow more water onto, or that which would drain water from such areas. Such prohibitive modifications include, but are not limited to, ditching, changes to any water control structure, alteration to drain tiles or any natural occurring contours or those contours installed by the Developer.

ARTICLE 4 ASSESSMENTS

4-1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Lot Owners equally per lot then subject to the terms hereof. On or before January 1st of the ensuing year each Owner shall be jointly and severally liable for and obligated to pay to the Association, such annual assessment. On or before April 1st of each calendar year the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid.

4-2. The failure or delay of the Board to prepare or serve the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Lot Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charges at the then existing rate until adjusted.

4-3. If a Lot Owner is in default in the payment of maintenance charges to assessments 30 days after due, the Board may bring suit to enforce collection thereof or to foreclose the lien thereof as hereinafter provided. There shall be added to the amounts due

the costs of said suit, and other fees and expenses together with annual interest at the rate of 10 percent from date of default and reasonable attorneys' fees. The amount of any delinquent or unpaid charges or assessments, any interest, costs and fees as above provided shall be and become a lien or charge against the Lot when payable and also may be foreclosed upon or collected by suit at law, or both.

4-4. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the lots subject to assessment. The transfer of title to a lot shall not relieve the lot transferor from liability for any assessments or installments due nor from the lien of any assessment or installment.

4-5. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, maintenance and improvement of the common elements owned by the Association.

4-6. The assessments provided for herein shall commence on the date affixed by the Board of Directors of the Association. The first annual assessment shall be for the balance of the calendar year and shall become due and payable on the day fixed for commencement by the Developer. The budget for the initial total annual assessment shall be fixed by the Developer.

4-7. The Board shall determine whether the annual assessment is payable quarterly, monthly or annually.

ARTICLE 5 USE RESTRICTIONS

5-1. All lots shall be residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than for a private residence.

5-2. No lot shall be re-subdivided or divided other than as shown on the recorded plat made and covering the premises or portion thereof except as may be done by the Developer.

5-3. No livestock, poultry, or more than two dogs and two cats over four months of age shall be kept or maintained on any lot.

5-4. Every owner shall promptly dispose of all of his refuse and garbage.

5-5. No boat, airplane, trailer, truck, house trailer, jet ski, snowmobile, recreational vehicle or commercial vehicle shall be stored permanently or temporarily except within an enclosed garage. Owners may request that the Developer or Association grant an exception. All exceptions must be in writing and shall set out the specific vehicle for which the exception is granted, the time period of the exception, the approved location of the vehicle and the required screening provisions that the owner is to adopt. No more than three (3) licensed and operating automobiles may be parked in the driveway on a regular basis. With the exception of the driveway and the enclosed garage, no vehicles may be parked on the lot. As used herein, the term "commercial vehicles" shall include, without limitation, all automobiles, station wagons, vans, trucks, trailers or vehicular equipment bearing signs or which have painted thereon a reference to any commercial activity or which contain commercial equipment open to public view. No automotive repairs shall be conducted except in the confines of an attached garage.

5-6. All off the road motorized vehicles, including snowmobiles, are prohibited from operation within Oak Grove.

5-7. Fences must comply with Prairie Grove ordinances. They may not be chain link and may not extend beyond the front of the house or on corner lots the side building set back.

5-8. Exposed laundry poles and lines are prohibited on any lot. No radio, television or tower of any kind shall be erected on any lot except as allowed by the Developer or Association. Antennas, satellite dishes, (no greater than 2x2) solar panels and other

equipment shall be screened from view from the street fronting the residential lot. Said equipment and screening to be approved in writing by Wynwood Builders, Inc. or Building Committee. No above-ground pools shall be erected on any lot. There shall be no obstruction of the Common Areas or Drainage Retention/Detention Areas nor anything stored thereon.

5-9. No shack, shed, garage, barn or other out-building in said subdivision shall at any time be used as a residence temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No garage or out-building shall be constructed or placed on any lot prior to construction of any residence.

5-10. No out-buildings, accessory buildings, sheds or detached garages shall be erected upon a lot without the consent of the Board.

5-11. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition; nor shall any substance, thing or material be kept upon any lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5-12. The Board shall have a license to enter upon any lot for purposes of inspection for compliance verification with the terms of the Declaration.

5-13. All grasses shall be regularly mowed. No weed growth shall exceed eight (8) inches.

5-14. An accessory detached structure may be erected and maintained as an appurtenance to a single family residential dwelling provided such structure is permitted by and designed in accordance with applicable Prairie Grove ordinances.

5-15. Except as provided herein, no signs of any kind shall be displayed on any lot except for one (1) sign not to exceed nine (9) square feet to advertise the lot and/or home for sale. During such time as the Developer or other home builders authorized by the Developer maintain Sales Offices, Model Homes and/or Homes for sale at Oak Grove, the Developer and home builders shall be authorized to display such signs as are permitted by the Village of Prairie Grove and approved by the Developer.

ARTICLE 6 THUNDERBIRD LAKE OPEN SPACE

6-1. Should Terra Cotta Realty Co. allow the residents of Oak Grove to use Thunderbird Lake area for recreational purposes, it will be the responsibility of the Association to carry sufficient insurance to cover the liability of any incidents occurring in this open space. The Association will provide Terra Cotta Realty Co. with documentation of this coverage.

ARTICLE 7 ARCHITECTURAL CONTROL

7-1. Until such time as Developer or its successor has conveyed title to the last lot owned by it, all building plans for any building, fence, wall, pool, antenna or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any exterior remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon any lot shall first require the approval in writing of the Developer or by the Association when the Developer no longer owns any lots herein. Before beginning the construction of any driveway, building, fence or other structure whatsoever, or exterior remodeling, reconstruction or altering such driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit two (2)

complete sets of driveway plans, showing the location, course and width of same, or two (2) complete sets of building plans and specifications of the building, fence or other structure desired to be erected, constructed or modified. No structure of any kind, the plans, elevations, and specifications of which have not received written approval or which does not comply fully with approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective driveway or building structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Developer or Association as the case may be.

7-2. Each single-story residence shall have not less than 1,700 square feet of living space and each multi-level residence shall have not less than 2,300 square feet of living space. The foregoing shall be exclusive of porches, basements and garages.

7-3. The erection of any new structure and the re-erection or repair of any structure shall be completed as rapidly as practicable. All unused building materials shall be removed from a lot within thirty (30) days after substantial completion of construction. Any lot upon which excavation and construction work is completed shall be finish graded and grass seeded as soon as weather and construction circumstances permit.

7-4. All driveways are to be of hard surface construction.

7-5. All outside building and construction shall be completed within one (1) year after ground is broken for the foundation.

7-6. No solid, unbroken, view-obstructing fence, wall, hedge, or any other fencing or screening shall be erected on any lot without architectural approval of the Developer or the Association.

7-7. In the event the use of a lot or its improvements are not in compliance or become nonconforming with the terms of this Declaration, or any approval hereunder given, the Developer or Board may issue notice to the lot owner to correct such violation within 20 days. Failing such corrective action, the Board may undertake to correct same the cost of which shall be added to the maintenance assessment account pertaining to said lot and may be collected as herein provided.

ARTICLE 8 MISCELLANEOUS

8-1. Each Owner of any lot within the premises accepts conveyance thereof subject to all conditions and restrictions herein set forth. In the event of the breach of any covenant herein contained, it shall be the right of any person owning an interest in the premises or any part thereof, or the Developer, which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, including a right for reimbursement of attorney's fees from one found to have breached this Declaration.

8-2. If any provisions of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and of the application of any provision, section, sentence, clause or word in any other circumstances shall not be affected thereby.

8-3. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8-4. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

8-5. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by an instrument executed and acknowledged by not less than seventy-five percent (75%) of the voting members; provided, however, that until such time as the last lot subject hereto is sold by the Developer, such instrument shall also be required to be approved, executed and acknowledged by it or the same shall be of no force and effect. Any such amendment shall be effective only upon recordation in the Office of the Recorder of Deeds of McHenry County.

8-6. This document may be amended by a majority vote of the lot Owners so voting at a meeting called for that purpose. For a period of 60 months from the date of first recordation of this Declaration, the Developer reserves the sole privilege to amend this document at its discretion or to annex other lots or tracts to this Declaration with reference to this document.

8-7. As used herein the term "Owners" shall infer the singular and the plural. Owners with multiple lots shall be entitled to one vote per lot on all matters herein subject to ballot.

8-8. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Henry R. Braley, the now managing member of the Declarant.

8-9. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

8-10. Each grantee of the Developer or Developer's assignee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions and covenants contained herein and all such covenants, conditions and restrictions hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

8-11. The Declarant hereby reserves the right to add and annex other property to become subject to this Declaration from time to time within a period of 10 years after the date of recording of this Declaration by recording a Document of Annexation which shall set forth a legal description of the additional parcel or parcels to be annexed and thereafter subject to this Declaration and which shall state the intention of the Declarant to submit such additional property to the provisions hereof. Upon recordation of such Document of Annexation the additional property therein described shall be deemed to be governed in all respects by the provisions of this Declaration and all of its provisions, regulations and rules promulgated hereunder.

8-12. The Village of Prairie Grove shall have the right, but not the obligation, to enforce covenants or obligations of the Association or the Owners of the Lots as defined and provided herein, and further shall have the right, upon 30 days prior written notice specifying the nature of a default, to enter upon the common areas or any drainage-retention and detention area upon a lot and cure such default, or any failure to maintain or cause the same to be cured at

the cost and expense of the Association or the Owner or Owners thereof. The Village shall also have the right to charge or place a lien upon the property of the Association for the repayments of such costs and expenses and/or any lot herein a detention or retention area is located (but as to any lot the amount of the lien shall be limited to prorata cost or expense upon such lot), including reasonable attorneys' fees incurred in enforcing such obligations. This provision may not be amended without the approval of the President and Board of Trustees of the Village of Prairie Grove.

Police, fire, public works, health and other authorized municipal officers of the Village of Prairie Grove, Illinois, shall have reasonable ingress and egress to the Common Areas and detention and retention drainage areas and upon any lot for performance of official duties.

IN WITNESS WHEREOF, the Declarant has affixed its hand and seal this 7th day of June, 1999.

Oak Grove Group, LLC, a
Delaware limited Liability Company

By: *Henry R. Braley*
Manager

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Henry R. Braley personally known to me to be the Manager of the Declarant LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument in such capacity pursuant to authority, given by the operating agreement of said LLC as his free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 7th day of June, 1999.

Martha J. Manzella

Prepared by: Henry R. Braley
Oak Grove Group, LLC
410 Fairway View Drive
Algonquin, IL 60102

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FIRST AMENDMENT
TO THE OAK GROVE SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
recorded June 18, 1999 as Document Number 1999R0044524.

This amendment hereby revises ARTICLE 7, ARCHITECTURAL CONTROL, Section 7-2 to read as follows:

"7-2 Each single-story residence shall have not less than 2,000 square feet of living space, each two-story residence with a first floor master bedroom shall have not less than 2,250 square feet of living space, and each two-story residence with a second floor master bedroom shall have not less than 2,600 square feet of living space. The forgoing shall be exclusive of porches, basements and garages."

In all other respects the Declaration of Covenants, Condition and restrictions shall remain in full force and effect.

Dated this ___ day of _____, 2000.

Oak Grove Group, LLC. a
Delaware Limited Liability Company

By: _____
Manager

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Henry R. Braley personally known to me to be the Manager of the Declarant LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument in such capacity pursuant to authority, given by the operating agreement of said LLC as his free and voluntary act, and as the free and voluntary ct, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this ___ day of _____, 2000.

Notary Public

2004R0097354

SECOND AMENDMENT
TO THE OAK GROVE SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
recorded June 18, 1999 as Document Number 1999R0044524.

This amendment hereby revises ARTICLE 1, ASSOCIATION AND ADMINISTRATION, Section 1-1 to read as follows:

"1-1 There is hereby established an association commonly known as The Oak Grove Subdivision Association. The provisions of this Article shall constitute the bylaws which, in addition to the other provisions of this declaration, shall govern the administration of the common areas and other areas and duties delegated to the Association."

In all other respects the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

Dated this 28 day of OCTOBER, 2004.

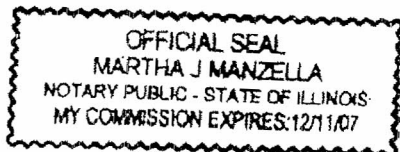
Oak Grove Group, LLC, a
Delaware Limited Liability Company

By: [Signature]
Manager

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Henry R. Braley personally known to me to be the Manager of the Declarant LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument in such capacity pursuant to authority, given by the operating agreement of said LLC as his free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 28 day of OCTOBER, 2004.



[Signature]
Notary Public