

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS, AND
RESERVATIONS OF MYSTIC COVE

THIS DECLARATION, is made this 11th day of August, 1993 by MYSTIC COVE CORPORATION, an Illinois corporation as amended on the 13th Day of June 1997 by the Board of Directors of the Mystic Cove Homeowners Association and LaSalle Bank as Mortgagee in Possession; and further amended the 15th Day of November 2005 by the Board of Directors of the Mystic Cove Homeowners Association, herein referred to as the "Association", and Mystic Cove on Lake Antioch, LLC, an Illinois corporation, hereinafter referred to as "Declarant", according to Article Thirteen (13), Section Four (4) of this Declaration.

W I T N E S S E T H:

WHEREAS, Declarant is the beneficial owner of all the unsold Lots in the accepted subdivision known as Mystic Cove in the Village of Antioch, Illinois.

WHEREAS, Declarant and Association are desirous of subjecting said real estate to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said real estate and shall inure to the benefit of and pass with said property, or any part thereof.

NOW, THEREFORE, Declarant and Association hereby declare that the real estate known as Mystic Cove in the Village of Antioch, Illinois is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth.

ARTICLE ONE
DEFINITIONS

- Section 1. "Association" shall mean and refer to Mystic Coves Homeowners Association, an Illinois not-for-profit corporation, when formed, or its successors and assigns.
- Section 2. "Property" shall mean and refer to that certain real property described as the accepted subdivision known as Mystic Cove in the Village of Antioch, Illinois.
- Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of Association Members, including without limiting the foregoing Outlots A, B, C, D, E, F and G, inclusive, as such

Outlots are, or will be, delineated on any plat, or plats of subdivision applicable to the Property. The Common Area specifically excludes the Lots as such term is hereinafter defined.

- Section 4. "Lot" shall mean and refer to a platted lot, within the Property, including without limiting the foregoing, Lots 1 through 43, inclusive, as such Lots are, or will be, delineated on any plat, or plats, of subdivision applicable to the Property, which are conveyed to an "Owner".
- Section 5. "Home" shall mean and refer to the single family dwelling constructed upon a Lot, together with any addition thereto permitted by this Declaration, including by way of illustration and not by way of limitation, decks, screened porches, sidewalks, patios and driveways.
- Section 6. "Member" shall mean and refer to every-person or entity who holds membership in the Association.
- Section 7. "Owner" shall mean and refer to the record owner (except where such record owner is a title holding Trustee, wherein the owner shall mean or refer to the beneficiaries of the trust, whether one or more persons, individuals or entities) of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of a debt.
- Section 8. "Declarant" shall mean and refer to Mystic Cove on Lake Antioch, LLC, an Illinois corporation, or its successors and assigns.
- Section 9. (a) The term "Institutional First Mortgagee" shall mean a bank, savings or loan association, insurance company, pension fund, real estate trust, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Lot.
- (b) The term "institutional first mortgage" means a mortgage, trust deed, assignment of beneficial interest, or other security instrument executed in favor of an "Institutional First Mortgagee", which is a first and prior lien encumbering a Lot.
- Section 10. "Declaration" shall mean and refer to this instrument, together with exhibits attached hereto, and shall include

amendments, if any, as may be adopted from time to time pursuant to the terms hereof. This Declaration may be referred to in any other document as the Mystic Cove Declaration.

Section 11. "By-Laws" shall mean and refer to the By-laws of Mystic Cove Homeowners Association, all exhibits attached thereto, and such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

ARTICLE TWO PROPERTY HELD SUBJECT TO THIS DECLARATION

The Property described as Mystic Cove in the Village of Antioch, Illinois, shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. Each Lot conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE THREE MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the within Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to a Lot and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE FOUR VOTING RIGHTS

The Association shall have one (1) class of voting membership:

Members shall be all those Owners as defined in Article Three and Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Three. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE FIVE PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment.

Every Member shall have a right and easement of enjoyment in

and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to adopt rules and regulations governing the use, operation and maintenance of the Common Area.

(b) The right of the Association to adopt rules and regulations with respect to guest usage of the Common Area and make reasonable charges to Members and guests for payment of expenses related to recreational facilities, if any, located on the Common Area.

(c) The right of the Association to borrow monies for the purpose of improving the Common Area including improvements and facilities that may hereafter be constructed. thereon and in aid thereof to mortgage said property, provided that the rights of any such mortgagee shall be subordinate to the rights of the Owners in said property.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to a governmental entity for water mains, water service lines, sewers, roads and walks. The Association shall also have the right to grant easements to utilities of such parts of the Common Area as are necessary for electrical, gas, telephone and cable TV service. Such dedications, transfers or grants may be made by resolution of the Board of Directors.

(e) Existing easements and agreements of record;

(f) Terms and provisions as may be contained in that certain PUD Ordinance number 92-11-24 enacted by the City of Antioch on the 23rd day of November 1999, together with such amendments thereto as may be enacted by the City of Antioch from time to time hereafter.

(g) Easements created by this Declaration.

(h) Native Vegetation Buffer Easements established by Plat of Subdivision.

(i) Storm Water Detention, Storm Sewer, Drainage, Landscaping, Access and Utilities Easements established by Plat of Subdivision.

Section 2. Delegation of Use.

Any Member may delegate, in accordance with Association By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area.

The Declarant hereby covenants for itself, its successors and assigns, that it will, no later than the fifth anniversary date of the recording of this instrument, convey fee simple title to the Common Area to the Association, free and clear of all debts and liens, save for the lien of general real estate taxes not yet due and payable.

Section 4. Declarant's Reserved Rights.

Notwithstanding any provision herein to the contrary the Property Rights under this Article Five shall be subject to the following rights of the Declarant:

(a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that would diminish the rights of any lien holder or the holder of any mortgage on any Lot or on the Common Area, or take any action that will affect title to any of the Lots after conveyance to third parties.

(b) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area, during such period of time as any construction or improvement work on or within the Property;

(c) The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a member of the Association to another party.

Section 5. No Dedication to Public Use.

Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of an part of the Common Area to or for any public use or purpose whatsoever.

Section 6. Incorporation of Easements by Reference

Reference in the respective deeds of conveyance, or any mortgage, trust deed or other evidence of obligation, to the easements and covenants herein contained shall be deemed to have fully recited said easements and covenants as though set forth in their entirety.

ARTICLE SIX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation For Assessments to be Paid to the Association.

The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant, which covenant shall run with the land and binding on every Owner, and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, including interest, costs and attorney's fees, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and said lien may be enforced in any manner permitted by law or equity. Each such assessment, together with such interest, costs, and attorney's fees for its collection, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property.

Section 3. Basis of Annual Assessments.

Until December 31, 1993, the monthly assessments shall

be the amount as set forth in the initial budget of the Association for its initial year of operation. From and after January 1, 1994, the annual assessment shall be determined in accordance with this Declaration and the Association By-Laws taking into account current maintenance costs and future needs of the Association. The maintenance costs shall include and mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, and landscape maintenance and snow removal for either Common Area or the Lots. The annual assessment shall also include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or any personal property owned by the Association, or obligations of the Association for which payments are to be made in regular installments rather than by special assessments.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost any construction or reconstruction or, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED, that any such special assessment in excess of ten (10%) percent of the regular annual assessments shall have the assent of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 4.

At each meeting called, as provided in Section 4 hereof, the

presence at the meeting of Members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall upon written demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, a late fee, to be determined by the Board, will be charged to the Owner, and the association, acting through its Board of Directors, may bring any action at law or in equity against the Owner personally obligated to pay the same to enforce the Association's right in connection with such non-payment. In addition to all unpaid assessments the Association may recover interest, costs and reasonable attorneys' fees.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Special Assessment Against a Particular Owner of a Lot.

Each Owner, unless otherwise provided herein, shall, at his own cost and expense, maintain and repair his Home, Lot and any permitted additions or appurtenances thereto, keeping the same in good condition and repair. In the event an Owner of any Lot in the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the annual assessment to which said Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8 hereof.

Section 10. Subordination of the Lien to Mortgagees.

The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide institutional first mortgage to an Institutional First Mortgagee, PROVIDED, however, that said mortgage liens are first liens against the property encumbered thereby.

Section 11. Exempt Property.

The following Property subject to this Declaration shall be exempt from the assessments created herein:

- (a) any portion of the Property dedicated to and accepted by a local public authority.
- (b) the Common Area.
- (c) Lots owned by Declarant. Under no circumstances shall any assessments accrue on any Lots or Homes owned by the Declarant.

ARTICLE SEVEN

As Amended 13 June 1997

PZB97-03R

ARCHITECTURAL CONTROL

Section 1. Changes to Existing Homes

(a) No Lot or Home (including any and all appurtenances thereto including without limitation all decks, screened porches, patios, decks, walkways, sidewalks, and driveways) may be changed (including exterior color of any Home, altered, added to, in any way) unless first approved in compliance with this Article Seven and unless constructed in accordance with all ordinances of the City of Antioch, including without limitation the PUD ordinance referred to in Article Five Section 5(f) hereof.

(b) Excepting here from all such items constructed by the Declarant, no building, fence, or other structure shall be commenced, erected or maintained upon any Lot, nor shall the exterior of any Home be added to, changed or altered until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Association as to the harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Similarly no change in the exterior color of any structure maintained upon any Lot shall be made unless approved in the manner provided in the foregoing two (2) sentences in this Article. An Owner may, at his own expense, after approval in accordance with this Article, repaint his own Home, subject to such restrictions or approvals required by the Board of Directors or the Architectural Committee.

Section 2. Home Requirements

(a) Each Home must be placed on Lot pursuant to the subdivision and P.U.D plans approved by the Village of Antioch.

(b) Each Home must have an exterior finish composed only of Stucco, Exterior Insulation & Finish Systems (EIFS), Brick, Stone or combination of Stucco or EIFS, Brick and Stone.

(c) All Homes shall have the following minimum square footage of living space, excluding attics and basements:

- i. One Story Style 1700 square feet
- ii. Story & 1/2 1800 square feet
- iii. Two Story Style 2200 square feet

(d) All Homes must be completed within six months of the issuance of a building permit.

(e) All Lot owners must begin construction within twelve months from the date of closing on the Lot purchase.

(f) Foundation elevations must be constructed pursuant to the requirements established by the Village of Antioch.

(g) The Declarant must approve all contractors who are to build homes for the Owner prior to the start of construction. No contractor will be allowed to build without such approval.

(h) The Architectural Committee reserves the right to approve all Home construction plans prior to the commencement of construction by an Owner. An Owner who intends to construct a Home will submit to the Architectural Committee two detailed sets of blueprints containing such Home construction plans. The Architectural Committee shall then promptly approve or disapprove the proposed plans. The Architectural Committee shall in all cases retain one of the two detailed sets of blueprints containing such Home construction plans and return the other to the builder.

(i) Each Home must be improved with not less than an attached two car garage. Each Home will have a concrete paved driveway from the street to the garage. Each Home, prior to the date that the Owner or the builder seek to obtain an occupancy permit, will have a paved driveway.

(j) Any action required of the Declarant may be undertaken by its duly authorized agent or agents.

Section 3. Lot Improvements

(a) The Owner must plant a minimum of four trees and twelve bushes within 120 days of occupancy of any Home

constructed on a Lot. The Owner must plant at least two trees in the front yard. The Architechural Committee may modify this requirement as it deems necessary for any given Lot. Removal of trees on any lot must be approved by the Architechural Committee. Such approval is not required for the construction of a new house on a vacant lot.

(b) Prior to the date that the Owner or the builder seek to obtain an occupancy permit, the Owner or the builder on a Lot shall complete the installation of city sidewalks in accordance with the requirements established by the Village of Antioch.

(c) Prior to the date that the Owner or the builder seek to obtain an occupancy permit, the builder on a Lot shall complete the installation of sod in front yard and side yards on such Lot. Prior to the date that the builder seeks to obtain an occupancy permit, the builder on a Lot shall sow seed or install sod on the back yard.

(d) Prior to the date that the Owner or the builder seek to obtain an occupancy permit, the builder on a Lot shall remove all excess dirt from the Lot. All grading of a Lot shall conform to the existing grade utilized in the subdivision.

Section 4. Subdivision Changes

(a) The proposed sidewalk on East side of Hill Street along the entire property frontage is deleted.

(b) The proposed sidewalk on South side of Bayshore Drive from the Hill Street entrance down to the property line on Lot 10 is deleted.

(c) The emergency fire lane easement between Lots 22 and 23 is vacated.

ARTICLE EIGHT USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a one-family dwelling constructed on a Lot by the Declarant.

Section 2. No structure of temporary character, trailer, basement,

tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporarily or permanently.

Section 3. 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.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, cats or other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose. Animal pens, cages or kennels must be kept at the rear of the house.

Section 5. Excluding nameplates not exceeding one (1) square foot in area, no sign of any kind, including hospitality standards, shall be displayed for public view on any Lot. All signs of Declarant or real estate sales are excluded from the sign limitations imposed by this Section 5.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and stored indoors. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No burning of refuse shall be permitted outside the Home.

Section 7. The use of any carport, driveway or parking area which may be in front of, adjacent to, or part of any Lot to park, temporarily or otherwise, recreational vehicles, commercial vehicles, boats, boat trailers, vehicles in excess of 20 feet in length, vehicles in excess of 5,000 pounds of weight, trailers, or vehicles in the process of repair is prohibited. All such vehicles, if any, shall be stored inside garages at all times.

Section 8. No television or radio antennae, or towers, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise.

Section 9. Swimming pools, septic tanks, or individual water wells on any Lot shall be prohibited.

Section 10. Firewood stored outdoors shall not exceed one (1) cord in amount. Wood shall be stored at either the rear of the

house or towards the back of the side of the house as long as it is not a annoyance to the side neighbor.

Section 11. No deck, screened porch, patio, walkway to a shoreline, boat pier, boat dock, watercraft storage facility, shore station, driveway, sidewalk, structure, or storage facility may be constructed by an Owner upon any Lot unless the Owner has first submitted plans and specifications therefore in accord with Article Seven hereof and the same has been approved in accordance therewith and the same complies with all requirements of the City of Antioch with respect thereto. Nothing herein contained is to be construed as placing any liability upon the Declarant or the Association in the event either of them approves any item in violation of any building code.

Section 12. The Declarant and their respective successors and assigns, hereby reserve the right to enter into agreements with the Owner of any Lot or Lots (without the consent of Owners of other Lots or adjoining or abutting property) to deviate from any or all of the Covenants set forth in this Article Seven, PROVIDED, there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant, or covenants, or any other covenant as to the remaining Lots.

Section 13. All Owners, Members, and their respective guests shall abide by any rules and regulations adopted by the Board of Directors. The Board shall have the power to enforce the provisions of this Article and said rules and regulations by all appropriate legal and equitable remedies. The owner violating this Article and the rules and regulations shall be liable to the Association for all fines, damages, expenses, costs, including reasonable attorney's fees, incurred by the Association in enforcing the provisions of this Article or the rules and regulations.

Section 14. Mailboxes shall be of a uniform size and color as designated from time to time by the Declarant.

Section 15. Flower gardens are permitted on a Lot. Vegetable gardens on a Lot are prohibited.

Section 16. All boats and other watercraft shall not be stored outdoors

during the winter months. Winter months are each November, December, January, February and March of any given year.

Section 17. Fines for noncompliance to any of the use restrictions.

CONDITIONS OF ISSUING A VIOLATION NOTICE:

The Board issues violation notices after review when the Association receives a signed statement or complaint letter from a Resident.

FINES:

Any violation of the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF MYSTIC COVE will result in the following fines that have been set by the Board and may be adjusted, from time to time, to adjust for inflation. Any expenses incurred by the Association because of a violation(s) will be charged to the Lot Owner in violation.

First Notice of Violation	No Charge (Warning)
Second Notice of Violation	To Be Determined by the Board
Third Notice of Violation	To Be Determined by the Board
Subsequent Notices	To Be Determined by the Board

(1) If fines are not paid (according to the rules of Assessment Payments) a lien will be issued against the Owner until the full amount due is paid. All costs involved in collecting the debt will be the Owner's financial responsibility.

(2) Violations not corrected within twenty-one (21) days of notice to the Owner will result in Second Notice of Violation and other subsequent Violations thereafter until Homeowner takes corrective action. This waiting period will not apply in the cases of a violation of any parking restrictions described in Article Eight (8), Section Seven (7). The offending vehicle or vehicles may be immediately towed at the Owner's expense at the discretion of the Board.

(3) In the event of any violation of the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF MYSTIC COVE, or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs, including Attorney fees shall be assessed back to the account of the offending Owner at the time they are incurred.

ARTICLE NINE EASEMENTS

Section 1. Ingress, Egress, and Utility Easements.

Easements for ingress and egress, including without limiting the foregoing ingress and egress to the Common Area, and for the installation and maintenance of all utilities and drainage facilities are reserved over each of the Lots and the Common Area. The right is also reserved to the Declarant to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Encroachment Easements.

Notwithstanding any other provisions contained in this Declaration, in the event any Home, as constructed by Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which fence, roof, overhanging roof, or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 3. Easements created by this Declaration and established by Plat of Subdivision.

All easements which are now or hereafter granted by this Declaration and all easements which are now hereafter established by the recording of any Plat of Subdivision applicable to the Property.

ARTICLE TEN PROVISION RESPECTING LANDSCAPE MAINTENANCE

It shall be the duty of the Association to maintain and cut the grass located on the Lots, notwithstanding that the grass is located on an Owner's property, the cost of such grass maintenance on the Owner's property being assumed by the Association for the benefit of the entire Property as if the same were Common Area, and such costs being considered with the budget of as part of grounds'

maintenance. The Owner shall not plant an excessive number of any trees or shrubbery as to create a wall or artificial fence line on his Lot without the express written consent of the Association. The Association is hereby granted an easement over and across the Lots for the purpose of maintaining and cutting the grass and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the express written consent of the Association, with said consent being conditioned upon the Association having free access to the Lots for the purpose of maintaining and cutting grass and maintaining trees and shrubbery.

Also, exterior seasonal decorations and yard ornamentation must be taken down in a reasonable time frame from celebrated holiday except where Article Eight section 13 has been acted upon.

ARTICLE ELEVEN PROVISIONS RELATING TO MORTGAGES

All covenants, liens, and other provisions herein set forth shall be subject and subordinate to all institutional first mortgages encumbering any of the Property and none of said covenants, liens and other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. However, if any Lot is acquired in lieu of foreclosure, or by foreclosure or by judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any such Lot subject to all the covenants, liens, and provisions of this Declaration.

ARTICLE TWELVE GENERAL POWERS AND DUTIES 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 Common Areas where trees have once been planted, and to care for, trim, mow, protect and replant shrubbery and grass on all the Common Areas.
 - (2) To provide for the plowing and removal of snow from public or private sidewalks, and driveways.
 - (3) To, maintain entranceways and other Common Areas.

- (4) To establish and enforce reasonable rules and regulations for the occupancy and use of the Lots and the Common Area.
- (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 the Lots and the Common Area neat in appearance and in good order.
- (c) To purchase, procure, maintain and pay for such insurance coverages and with such carriers as the Board of Directors deem to be in the best interest of the Association.
- (d) To levy assessments pursuant to this declaration.

ARTICLE THIRTEEN GENERAL PROVISIONS

Section 1. Covenants Run with the Land. All easements, covenants, restrictions, reservations, and conditions contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, all parties claiming by, through or under such persons, agrees to bound by the provisions of this Declaration.

Section 2. Enforcement.

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, reservations, liens, easements, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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 3. Severability.

Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive ten (10) year terms. The covenants and restrictions of this Declaration may be amended during the first fifteen (15) year period by the Declarant acting by itself, or by instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be subject to the approval of the Village of Antioch and shall be submitted to the Plan Commission and/or the Board of Trustees. Any amendments must be properly recorded.

Section 5. Remedy for Violation.

For violation of a breach (provided written notice thereof has been furnished to the breaching party and said breach remains uncured after said notice of any of the provisions of this Declaration by any person claiming by, through or under the Declarant or the Association, or by virtue of any judicial proceedings, any Owner, the Association, the Village of Antioch, or the Declarant, shall have the right to proceed at law for damages, or in equity to compel compliance of any of such provisions, or for such other relief as may be appropriate, including the recovery of costs, expenses and reasonable attorneys fees. Notwithstanding anything herein to the contrary in the event the Village of Antioch enforces the provisions of this Declaration the breaching party shall pay to the Village of Antioch a sum equal to three (3) times the amount of the actual costs and expenses incurred by the Village of Antioch in enforcing these covenants.

In addition to the foregoing right, whenever there shall have been built within the Property any structure which is in violation of this Declaration, a duly authorized representative of the Association or the Village of Antioch may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then make the necessary repairs, construction, etc. to insure that the

property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass.

Section 6. Effect of Waiver of Violation.

No waiver of a breach of or violation of any of the terms, provisions, and covenants in this Declaration shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration.

Section 7. Notice to Owners.

Whenever notices are required to be given hereunder, the same shall be sent to the Owners by United States Mail, or delivered in person, at the address of the dwelling situated upon the Lot. Such notice shall be deemed given when deposited in the United States Mail or delivered personally to the Owner.

Section 8. Grammatical Construction.

Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 9. Declarant's Use.

Nothing in this Declaration and no act of the Board of Directors shall limit or interfere with the construction and sale of Lots and Homes by Declarant. This provision shall supersede any contrary provision in this Declaration.

**ARTICLE FOURTEEN
BOAT PIERS, WALKWAYS, BOATS, SCREENED PORCHES, AND DOCKS**

Section 1.

Notwithstanding anything herein to the contrary the Association shall possess the sole and exclusive right to designate the number of, placement of, and the type of construction of all boat piers, walkways, screened porches, and docks upon any of the Lots and the Common Area, or any combination of Lot and Common area.. The

Association reserves the right to establish rules and regulations governing the use, of any boat pier or dock.

Section 2. Boats.

The following are the only types of boats or watercraft permitted on the lake: Rowboats, pontoon boats, canoes, sun-fish type sailboats, windsurfers, paddled craft, inner tubes, and rafts. No gasoline motors shall be used to propel any boat or watercraft, however, electric trolling motors are allowed. This Declaration shall not impose any greater restrictions on the use of boats or watercraft than are now imposed, or in the future will be imposed by other persons, individuals or entities entitled to the use of the lake.

IN WITNESS WHEREOF, Mystic Cove Corporation, an Illinois corporation has caused these presents to be signed in its name by its President on the day and year first above written.

Mystic Cove Corporation

By: _____
Its President

County of Kane)
) SS.
State of Illinois)

The foregoing instrument was acknowledged before me this 11th day of August, 1993, by Jeffery Goldberg, the President of Mystic Cove Corporation an Illinois corporation, on behalf of the corporation.

Notary Public

This instrument prepared by and is to be returned to:

Charles Thorson, Attorney
303 E. Main Street
St. Charles, Illinois 60174

IN WITNESS WHEREOF, Hyslop Cove Corporation, an Illinois corporation has caused these presents to be signed in its name by its President on the day and year first above written.

MYSTIC COVE CORPORATION

Its President

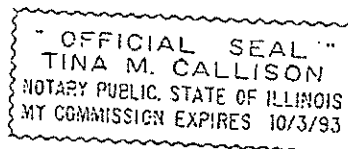
County of Kane)
) SS.
State of Illinois)

The foregoing instrument was acknowledged before me this 11th day of August, 1993, by Jeffrey L. Addelman, the President of Mystic Cove Corporation, an Illinois corporation, on behalf of the corporation.

NO. 17 Public

This instrument prepared by and is to be returned to:

Charles Thorson, Attorney
303 E. Main Street
ST. Charles, Illinois 60174



Processed By Mgr. Core Corporation
Mail to: Kenneth M Clark
425 Lake Street
Antioch, Illinois 60002

Statistical total

83^{ad}

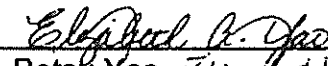
3388293
RECORDED
LAKE COUNTY, ILLINOIS
93 AUG 25 PM 2:00
W. J. Smith, Jr. (Rec'd)

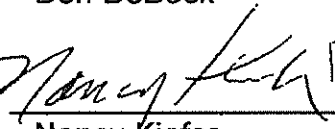
IN WITNESS WHEREOF, Mystic Cove Homeowners Association, an Illinois corporation, has caused this **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF MYSTIC COVE** to be signed as amended by 75% of the Members on November 15, 2005 in its name by its Board of Directors on the 29th day of November 2005.

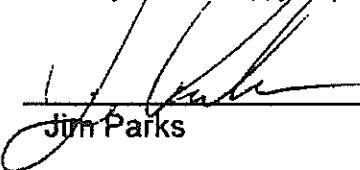
Mystic Cove Homeowners Association
Board of Directors

By: 
Ray Kiefer

By: 
Don DeBock

By: 
~~Betsy Yao~~ Elizabeth A. Yao

By: 
Nancy Kiefer

By: 
Jim Parks