

DEED RESTRICTIONS



DEED RESTRICTIONS ABSTRACT

Through Amendment #23 Passed 1995

Edition Published August 22, 1996

The following abstract of the documents "Declaration of Restrictions and Conditions" and "Amendments to Declaration of Restrictions and Conditions" is provided as a reference to facilitate access to this information. No liability is accepted for efforts or omissions and in the event of discrepancies between this document and the recorded Declaration as amended, the recorded Declaration as amended shall govern. The complete documents are available for inspection and review and may be requested from the Trout Valley Association Board of Directors.

This abstract omits legal descriptions of the property. The abstract contains only the information generally applicable to Trout Valley lots and does not include information pertaining to individual lots or to Brigadoon. Bold captions in Italics are provided to help locate subject matter or explain amendments; they are not part of the actual Declaration.

Any questions concerning the Declaration as amended should be directed to the Trout Valley Association.

ORIGIN OF THE DEED RESTRICTIONS

The Schnering estate provided that the original declaration show Chicago Title and Trust Company, an Illinois corporation, as Trustee under the provisions of Trust Agreement #37308 dated January 17, 1955, being the owner of the real estate described as (...) does hereby declare that whenever this real estate is subdivided into lots, all future conveyances of the lots or parts thereof shall be made upon and subject to the recorded covenants, conditions, restrictions and easements, liens and changes. Some of the original administrative authority of Chicago Title and Trust Company was shared with Northwest Development Company, its successors and assigns. As the properties developed, authority was to devolve to Curtiss Farms Property Owners Association and Trout Valley Association. Curtiss Farms Property Owners Association was created for the entire development that included Brigadoon. Trout Valley was a part of the entire development and the declaration created the Trout Valley Association for that part. Subsequently, it was recognized in Amendment #16 that Curtiss Farms Property Owners Association had never organized and the Trout Valley Association, its successors or assigns was assigned the powers and responsibilities of Chicago Title and Trust Co. and Northwest Development Co. for the Trout Valley portion of the development.

LOT USE, FRONT AND SIDE SETBACKS.

1. At all times hereafter, said lots shall be used exclusively for residential purposes provided, however, that no building shall be erected on any residential lot closer than thirty (30) feet to the front line, and no nearer than ten (10) feet (twenty (20) feet for Trout Valley. See Paragraph 21 (A).) to the side lines except, however, that where the shape or topography of a lot makes it

impracticable to build a residence to comply with said front and side lot lines, then such residence may be built closer than above set forth, provided that written consent has first been obtained from the Trout Valley Association, provided further, however, that if the entire part of any garage is eighty (80) feet back of the front lot line, it may be built within 3 feet of a side lot line, providing it does not interfere with any easements for public utilities as set forth herein. This restriction shall include the garage and porch as part of the building, whether connected to the main building or not.

No improvement or any part thereof including but not limited to, any roof, roof overhang, fascia or cantilever shall encroach over upon any building line or building set back line whether established in the Plat of Subdivision, local ordinance or in these Deed Restrictions or any Amendments thereto. The covenants, conditions and restrictions contained herein shall apply to, and effect all lots in all Divisions in Trout Valley, including lots that may be zoned business by the Village of Cary, McHenry County or the Village of Trout Valley.

SINGLE FAMILY DWELLING.

2. Not more than one (1) single family dwelling shall be erected on any lot in said premises.

GARAGES, OCCUPANCY.

3. No garage of more than two (2) car capacity (four (4) for Trout Valley per Section 21 (B)) shall be built, either attached to, or as a separate unit from any dwelling on any lot. All garages built shall conform in color and design with the residence. No garage shall be built prior to the erection of a residence building, and no garage shall be used as a temporary or permanent residence. No trailer, tent or moveable structure, whether on wheels or not shall be used or occupied for a temporary or permanent residential purpose. No dwelling shall be occupied or used until fully completed in accordance with the plans approved by the Trout Valley Association.

NO SEPARATE OR TEMPORARY STRUCTURES FOR USE OR OCCUPANCY.

4. No outside toilets, outhouses, sheds, shacks or temporary structures of any nature shall be used or occupied for any purpose whatever upon any lot in said real estate.

NEW HOMES, ADDITIONS AND OTHER IMPROVEMENTS. *(Building Committee Guidelines and Check Lists are available from the Trout Valley Building Committee.)*

5a. No building, residence, garage or fence or subsequent additions thereto shall be built or erected nor shall terraces, walks, and yard lights be installed upon any lot in said real estate until the plans and specifications and plat of survey showing the location of such building, residence, garage or fence with appropriate blue prints therefore have been approved in writing by the Trout Valley Association.

5b. No separate or attached greenhouse, gazebo, deck, spa, in ground or above ground swimming pool, dog house or run, satellite antenna, or any similar structure or feature nor any decorative or functional fence shall be erected, installed or built on any lot until the plans have been approved in writing by the Trout Valley Association.

5c. Only one set of playground equipment may be located, erected, installed and maintained on any residential lot provided that the location of such equipment does not encroach upon or over any building set back line or building line whether established in the Plat of Subdivision, local ordinance or in these Deed Restrictions or Amendments thereto. Any additional playground equipment may be located, erected, installed and maintained only with the prior written approval of the Trout Valley Association.

5d. Tree huts or houses, playhouses or other enclosed play structures are not permitted without prior approval in writing by the Trout Valley Association. Any tree hut or house, playhouse or other

enclosed structures approved by the Trout Valley Association shall not be used for storage of any kind of personal property or equipment.

COLOR APPROVALS.

6. No building, residence, garage or fence shall be painted on the outside until the color has been approved by the Trout Valley Association.

7. Deleted.

SIGNS.

8a. No "For Sale" or "For Rent" signs of any kind or description, bill board or other advertising sign or device or other sign shall be posted, printed, erected or placed on any lot, tree, fence or building on said real estate without the written approval of the Trout Valley Association.

8b. No advertising signs shall be placed or maintained on any lot in Trout Valley including but not limited to any temporary contractor or builder advertising signs or any other signs indicating the person, firm or corporation that may be doing work or performing any service on such lot.

8c. Realtor open house signs for directions to houses for sale are approved for use only on the day of the open house. Such signs must be removed prior to 10:00 A.M. on the day following such open house. Realtors may lose this privilege if the practice is abused.

SANITARY CONNECTION PROVISIONS.

9. Every sink and bathroom drain must be connected to a septic tank installation approved by the Trout Valley Association (delegated to the county health department) or to a public sewer system when available and must be cleaned once each year. No garbage shall be dumped, no sewage emptied or permitted to flow on any lot or any part of said subdivision. There shall be no septic tank or disposal field erected, placed or installed within 75 feet of a well site and no tile, sewer or drains shall be erected, placed or installed within 5 feet of same (county requirements may be more restrictive). If any pollution arises from any septic tank on any lot and the owner does not remedy the pollution within thirty (30) days after being notified in writing by the Trout Valley Association, said Association may enter upon said lot, correct said pollution and said owner agrees to pay for the expense incurred to correct said pollution.

ANIMALS, POULTRY AND PETS - PERMITTED KINDS, STRUCTURES AND CONFINEMENT.

10. No animals or poultry of any kind, other than house pets, shall be kept or maintained in any lot except for those parts of said premises set aside and used for community centers and park systems and those parts of said premises which have not yet or are hereafter subdivided into lots nor shall at any time hereafter any building be erected for the accommodations of any animals or poultry of any kind. (See 5b. regarding dog houses) No dogs or other house pets shall be allowed to run at large.

STORAGE OF PERSONAL AND OTHER PROPERTY ON ANY LOT, PARKING, AND SHORE STATIONS.

11a. No garbage cans, or other containers or other items of personal property except firewood for fireplaces, shall be stored on the outside of any lot used or to be used for residential purposes nor shall laundry be permitted to hang on the outside.

11b. No recreational equipment such as boats and boat trailers, recreational vehicles, campers, horse trailers and similar mobile recreational items may be stored, kept, placed or maintained on any lot except during the period or season of active use as defined or determined by the Trout Valley Association.

11c. No commercial, business, farm, construction or other non-recreational equipment except for vans and pickup trucks shall be stored, kept, placed, maintained or parked overnight or on weekends on any lot or driveway thereof.

11d. No vehicles such as cars, vans, station wagons, sport cars, classic cars or other specialty vehicles shall be stored, kept, placed or maintained on any lot or driveway if such vehicle (1) is not in operating condition (2) does not have affixed thereto a current, vehicle registration or (3) does not have affixed thereto a current municipal or county vehicle sticker.

11e. No overnight parking or storage of vehicles or any other personal property shall be allowed on road easements, park land or other common property including the swimming pool, river front and barn parking.

11f. Shore stations of river front lot owners may be stored on the bank of the river above the water line during the winter.

WASTE AND RECYCLING MATERIALS COLLECTION.

11g. The use of Waste Hauling and Recycling contractors is restricted. The Trout Valley Association shall select a single Waste Hauling and Recycling contractor to service to all residents. The choice of contractor will be reviewed by the Association 30 days prior to the renewal date. Use of Waste Haulers/Recyclers (for regular service) other than the contractor designated by the Association is strictly prohibited.

GENERAL NUISANCES OR ANNOYANCE.

12. No activity or offensive conduct shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

EXPOSED FUEL OR OTHER TANKS.

13. No exposed tank for storage of fuel or for any other purpose may be maintained on any of the lots hereby restricted above the surface of the ground, without the consent in writing of the Trout Valley Association.

CULVERTS.

14. All private drives or driveways are to be equipped with culverts where necessary.

TREE OR BUSH CUTTING ON UNIMPROVED LOTS.

15. No trees, shrubbery or bushes shall be removed or cut on any unimproved lot without first obtaining the written permission of the Trout Valley Association.

UTILITY EASEMENTS.

16. An easement is hereby reserved within ten (10) feet of all sides of each lot to install, lay, construct, renew, operate and maintain underground pipes, conduits, tanks, pumps, wells, valves and any other apparatus or parts and such overhead pumps, fire hydrants, pump houses or other apparatus necessary or required in connection therewith for sewage, water or gas supply, whether conducted or operated by any public or private utility, which the Trout Valley Association may at any time hereafter grant the right to maintain, conduct and operate. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping or other purposes that do not interfere with the use of said easement for said utility purposes. The right is reserved to enter upon all lots at all times to install, lay, construct, renew, operate and maintain said conduits, pipes, pumps and other apparatus and parts used in conjunction therewith, and to cut or remove any trees, shrubs, or saplings that interfere or threaten to interfere with said utility equipment.

17. An easement is hereby reserved for and granted to the Northern Illinois Gas Company, Commonwealth Edison Company and the Illinois Bell Telephone Company and their respective successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, either overhead or underground with all the necessary braces, guys, anchors and other appurtenances for the purpose of serving the subdivision and residences and owners of property therein or adjoining, property with electric and telephone service as may be shown by dotted lines on the plats recorded or to be recorded and marked "Utility Easement," including the right to use the street, alleys and public places therein for such purpose where necessary, and to overhang all lots, and residences thereon, together with the right of ingress and egress upon the lots at all times to install, lay, construct, renew, operate and maintain said conduit, cables, poles, wires, braces, guys, anchors and other appurtenances on said utility easement, and also the right to cut and remove such trees, bushes and saplings and also to trim from time to time such trees, bushes and saplings that interfere or may interfere with said public utility equipment. No permanent buildings shall be placed on said easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with said easement for public utility purposes.

RIDING EASEMENT.

18. An easement is hereby reserved with ten (10) feet on the sides and rear of each lot for such riding trails as may now exist or be hereafter established by the Trout Valley Association and no fences or other obstructions may be erected across such riding trails.

19. Expired.

RIGHT OF INDIVIDUAL LOT OWNERS.

20. If the owner of any lot or his heirs and assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and restriction and either to prevent him or them from so doing or to recover damages for such violation.

YARD LIGHT, MEMBERSHIP, LANDSCAPING, MOWING AND DISEASED TREE REMOVAL.

21. That as to (Trout Valley):

(A) No building shall be erected on any residential lot nearer than twenty (20) feet to the side lines.

(B) No garage of more than four (4) four car capacity shall be built and all garages or carports shall be attached to the residence building.

(C) One yard light of a design and to be located as approved by the Trout Valley Association must be installed prior to occupancy of any lot.

(D) All owners of lots in Trout Valley must become members of the Trout Valley Association.

(E) Within six months after completion of a residence on any lot in Trout Valley, each owner shall plant the following as minimum landscaping: 15 dwarf and/or low growing evergreens for foundation planting or landscaping accents such as Mugho Pine, Juniper Pine and Taxus (yew), five tall growing evergreens to be used as windbreaks, screens, landscaping accents and/or specimens and not as foundation planting, such as Scotch Pine, Austrian Pine, Douglas Fir and Colorado Spruce and one flowering Asiatic Crab tree (Malus) such as Hopa Bechtel and Eleji. If there are no shade trees on said lot, each owner shall also plant 5 deciduous trees such as Maples, Lindens, Willow, Oak and Chinese Elm.

(F) No residence shall be erected on any residential lot which residence occupies less than 1200 square feet in ground floor area in the case of a one story residence or less than 1000 square feet in ground floor area in the case of a one and one-half, two or two and one-half story residence provided, however, that open porches, patios, breezeways or garages shall not be included in the computation of said ground floor area, except where there are rooms over such porches, breezeways or garages which rooms are connected with and considered part of the residence.

(G) Each lot owner shall maintain his lot in accordance with the provisions hereof. No lot owner shall allow the grass or weeds growing in open areas on such lot to be greater than 6" (six inches) high.

(H) In wooded or dense brush no owner shall allow such growth to contain diseased or dead timber.

(1) In the event any lot owner does not comply with the requirements of (G) and (H), Trout Valley Association is hereby authorized and directed to cause compliance with the provisions hereof. The cost incurred by Trout Valley Association in doing so shall be charged and assessed against each lot and lot owner and such cost shall automatically become a lien on such lot in the same manner as are dues and assessments according to the provisions of the Declaration of Restrictions and Conditions dated 6-10-55 recorded 294891 as amended, Such cost shall also be collected by Trout Valley Association in the same manner as dues and assessment as provided for in said Declaration of Restrictions and Conditions.

MEMBERSHIP, MEMBERSHIP RIGHTS AND ASSESSMENTS, TROUT VALLEY OWNERSHIP OF COMMON PROPERTY.

22. & 23. Every purchaser of a lot within the subdivisions to be made of Trout Valley by payment of the purchase price and acceptance of a deed therefore shall thereby also become a member of Trout Valley Association which may be an incorporated or unincorporated body. Said Trout Valley Association shall hold title to such passageways, easements, drives, streets, avenues, roads, courts, parks, beaches (which are not dedicated to or owned by the general public) and other areas that include the swimming pool, trout pools, riding ring and stable, and boat harbor as may be conveyed to said Association by the undersigned and as may be shown on subdivisions of Trout Valley as said subdivisions are recorded from time to time.

All individual lot owners and members of their immediate family or their legal tenants in Trout Valley, in addition to the rights set forth in paragraph 22 herein, shall also be entitled to use said park and other areas that include swimming pool, trout pools, riding ring and stable, and boat harbor in Trout Valley but also subject, however, to such rules and regulations governing said use as may be set forth in the by-laws of said Trout Valley Association, and provided, however, that if at any time title to any lot in Trout Valley is conveyed to a corporation, a Trustee, a partnership, or to more than two individual persons, then the privileges and benefits herein granted shall be available to only one stockholder of said corporation and his family, one Trustee and his family, one partner and his family, or not more than two individual owners of the lot and one of their families.

Each purchaser of a lot by payment of the purchase price and acceptance of a deed therefore further agrees for himself, his heirs and assigns, to pay the Trout Valley Association the assessments levied by said association for the purpose and purposes for which it is organized. In the event of default in payment of any assessment, every such purchaser further agrees, authorizes and empowers Trout Valley Association, its successors or assigns to file a lien against his lot in Trout Valley by filing same with the office of the Recorder of Deeds of McHenry County, Illinois, for the amount of the unpaid assessment, penalties and interest.

AMENDMENTS TO THE DECLARATION.

24. Trout Valley Association shall have the right from time to time hereafter to make all necessary modifications, changes, alterations and amendments to the Declaration. Any such modification, change, alteration or amendment to the Declaration must be approved by the alternative vote of two thirds (2/3) of those members of Trout Valley Association voting on such modification, change alteration or

amendment provided that the number of affirmative votes is at least equal to a majority of the Regular Members of the Association as defined by the by-laws of the Association.

25. Not applicable to Trout Valley.

TRANSFER OF AUTHORITY.

26. When the property owners in Trout Valley have organized and created said Trout Valley Association for governing and regulating the affairs of the subdivisions in said Trout Valley, and when the same have been approved by the undersigned, the undersigned shall have the right to assign transfer and set over unto such Trout Valley Association the right to enforce, license, regulate, modify and alter not only the restrictions set forth in Paragraph 21 hereinabove but also other restrictions but only in connection with said subdivisions of Trout Valley, said subdivisions, all recorded in the Office of the Recorder of Deeds of McHenry County, Illinois.

27. Expired.

28. Invalidation of any one of these covenants by any judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

29. The above provisions shall be considered as covenants running with the land and binding upon the grantees of said real estate, their heirs, executors, administrators, successors and assigns.

Signed and dated June 10, 1955 and recorded July 7, 1955.

FINE FOR BUILDING, ADDITIONS OR COLOR CHANGE WITHOUT TROUT VALLEY ASSOCIATION APPROVAL.

Paragraph 32. Failure to obtain Trout Valley Association Approval of consent in writing when required under paragraphs 5 and 6 (of Declaration) or failure to comply with any of the terms, conditions or requirements of any such Association approval or consent, may cause the violator to be subject to a fine of \$500.00. Said fines shall be levied by said Association and be payable to the treasurer of said Association at such place of payment as shall be designated in writing by the treasurer. In the event of default of payment of the aforesaid fine, said Association, its officers, successors and assigns are empowered to assert a lien against the violates lot and to file on behalf of said Association a notice of lien with the office of Recorder of Deeds of McHenry County, Illinois, for the amount of said fine. The above fine is in addition to and not a substitute for other powers of said Association, including but not limited to, the rights of said Association at law or in equity to enjoin any violation. This paragraph shall apply only to divisions or subdivisions Trout Valley.

SUBDIVISION WITHOUT TROUT VALLEY ASSOCIATION APPROVAL.

Paragraph 33. Any owner, assignee of an owner or beneficiary of any land trust, or shareholder, director or officer of any corporation owning any lot or any purchaser of any lot in any of the Trout Valley divisions hereinafter described, shall obtain approval or consent in writing of the Board of Directors of Trout Valley Association prior to incorporation into a Municipality or approval of the County of McHenry or of any Municipality or Village of any subdivision or re-subdivision of any lot in the following described divisions of Trout Valley. Failure to obtain Trout Valley Association approval or consent in writing, prior to incorporation or prior to approval of any subdivision or re-subdivision as required herein, shall cause

the violator to be subject to a fine of \$10,000.00 plus any and all attorneys fees, court costs, sheriffs fees and any and all fees in connection with any action or lawsuit to enforce the provisions hereof. Further, any violator of the provisions hereof shall be liable to Trout Valley Association, members thereof and landowners adjoining any lot which is the subject of a violation hereof, for any consequential damages, devaluation of adjoining properties, property loss or property damage as a result of a violation of the terms hereof. Said fine or assessment shall be levied or assessed by the Trout Valley Association and be payable to the treasurer of said Association at such place of payment as shall be designated in writing by the Association. In the event of default of payment of the aforesaid fine, said Association, its officers, successors and assigns are empowered to assert a lien against the violator's lot and to file on behalf of said Association a notice of lien with the office of Recorder of Deeds of McHenry County, Illinois, for the amount of said fine or assessment. In addition to the above power to levy an assessment, Trout Valley is hereby given the power to enjoin, restrain or prohibit by legal process any subdivision or re-subdivision of any lot which has not been previously consented to by Trout Valley Association, or any other violation of this paragraph. In addition, Trout Valley Association is hereby given the power to vacate or declare null and void any subdivision or re-subdivision of any lot which has not been previously consented to in writing by Trout Valley Association where the plat of such subdivision or re-subdivision has been recorded subsequent to the date of this amendment.

Notwithstanding the success or failure of any lawsuit or action to enjoin or vacate any violation hereof, any fine and/or assessment levied pursuant to the terms hereof shall remain in full force and effect.

The invalidity of any of the terms, provisions or paragraphs hereof shall not be deemed to invalidate this amendment.

ASSESSMENT DUE DATES AND COLLECTION TERMS.

Paragraph 34. From and after the date hereof, all semi-annual dues and assessments assessed against all lots in Trout Valley Division A through Division K, both inclusive, shall be payable in advance on March 1 and September 1 of each year. Any person, corporation, trustee, beneficiary of any trustee, mortgagee, or purchaser dealing with any of the lots in Trout Valley, Division A through K, both inclusive, should determine that all the dues and assessments are current and paid in full and obtain a letter from the Treasurer of Trout Valley Association stating that all dues and assessments are current and paid in full.

The amount of any delinquent and unpaid dues and assessments, interest costs, and fees incurred in collection shall become a lien or charge against each lot involved when payable as provided for in Document No. 294891 and may be foreclosed by any action brought in the name of Trout Valley Association as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when due and payable; provided however, that the lien on any lot of any mortgage or other encumbrance shall have a priority over the unpaid dues and assessments, except as to unpaid dues assessments, charges, interest and costs which are due and payable to, the creation of said mortgage or encumbrance.

Subsequent to the date hereof, any grantee of any lot owner, any grantee in any judicial deed or judicial conveyance, any mortgagee or any purchaser under contract or Articles of Agreement for Warranty Deed, by acceptance of such deed of conveyance, contracts or Articles of Agreement for Warranty Deed, accepts same subject to any and 0 restrictions, conditions, covenants, rights, and powers created or reserved by the Declaration and Conditions recorded as Document #294891, as amended, and by this Amendment to the Declaration of Restrictions and Conditions as herein set forth and all rights, restrictions, conditions, covenants hereby granted, created, reserved, or declared in all impositions and obligations 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 any lot in Trout Valley, Division A through K,

both inclusive, and shall inure to the benefit of such owner and, in such manner as though the provisions of said Deed Restrictions and Conditions, as amended, and the provisions herein were recited and stipulated at length in each and every deed of conveyance.

If any owner of any lot, whether he be a person, corporation, trustee or otherwise, is in default of the annual dues and/or assessments, Trout Valley Association may bring suit to enforce collection thereof or to foreclose the lien thereof as herein provided.

PENALTIES FOR DEED RESTRICTION VIOLATIONS.

Trout Valley is hereby granted the power to correct and/or rectify any violation of the provisions of the Declaration of Restrictions and Conditions as amended. Trout Valley Association shall give written notice of any violation to the owner of record of any lot on which such violation occurs or exists, In the event such violation is not rectified or corrected within thirty days of such notification, Trout Valley Association shall immediately take such steps as Trout Valley Association in its sole discretion deems advisable to rectify such violation. The costs incurred by Trout Valley Association pursuant to the terms hereof shall become a lien against such lot and collectable by Trout Valley Association in the same manner as dues and assessments. In the alternative, Trout Valley Association shall have the power and the authority, in lieu of rectifying any such violation, of levying a fine for each such violation of not to exceed One Hundred and 00/100 (\$100.00) Dollars per day for each day the violation exists.