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COVENANTS PERTAINING TO

CUSTOM SINGLE-FAMILY HOMESITES

JANUARY, 1989

COVENANTS PERTAINING TO CUSTOM SINGLE-FAMILY HOMESITES

BULL VALLEY GOLF CLUB

WOODSTOCK, ILLINOIS

NOTICE

This booklet contains the covenants as they have been approved by the developer and the City of Woodstock. At this printing, they have yet to be recorded against the subject land. Lot purchasers are encouraged to obtain a copy of the recorded document prior closing on a lot.

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COVENANTS PERTAINING TO CUSTOM SINGLE-FAMILY HOMESITES  
BULL VALLEY GOLF CLUB

3. K L L COPY

KNOW ALL MEN BY THESE PRESENTS, that MIDWEST BANK AND TRUST COMPANY OF ELMWOOD PARK, ILLINOIS, as Trustee under provisions of a Trust Agreement dated March 22, 1988, and known as Trust No. 88-03-5456, being the Owner of all properties shown on the subdivision plat of BULL VALLEY GOLF CLUB, recorded as Document Nos. 88 R 036007 and 88 R 036008, by the Recorder of Deeds, McHenry County, Illinois, hereby declares that the lots in said subdivision are subject to the following protective covenants and restrictions that shall run with the land regardless of ownership:

1. Objectives. The objectives of this declaration are to assure that any improvement of any lot will be in good quality, attractive design and in harmony with the natural setting. Further, this declaration is intended to provide for harmonious uses and architecture with the adjoining Golf Club facilities.
2. The Committee. The Developer, VIGNOCCHI & ASSOCIATES, INC., owners of said land trust, shall create a committee known as the Architectural Review Committee for the purposes of administering the matters set forth in these covenants. This committee shall be comprised as follows:
  - (a) A representative of the Developer;
  - (b) A registered architect appointed by the Developer;
  - (c) A landscape architect appointed by the Developer;
  - (d) A member from the BULL VALLEY GOLF CLUB who shall be selected by the Directors of the BULL VALLEY GOLF CLUB;

*Prepared by Coward, Ungvarsky, Kucera & Curran  
20 Grant Street  
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(e) A member of the general community of the City of Woodstock. This member may be selected by the Mayor of the City of Woodstock, provided that if the Mayor elects not to select a representative, then the Developer shall appoint the representative from the property owners to serve as a member of the committee.

The membership of the Architectural Review Committee shall remain as constituted until 100% of the lots have been sold or transferred from original ownership to the individual owners. For purposes of this paragraph, 100% of the lots shall mean all of the custom single-family homesite lots as contained on the preliminary plat of subdivision dated July 8, 1987, and prepared by ILT Company, Inc. Further provided that for purposes of this paragraph, transferring ownership shall not be effective between the original owner and builders until such time as they have transferred property to third-party users, nor shall it be effective by the transfer of bulk proportions of the property by deed assignment or other transfer to other bulk owners. Upon transfer of 100% of the lots, the Architectural Review Committee shall notify all owners of record as follows:

(a) The Developer no longer has the authority and responsibility to appoint committee members;

(b) The Architectural Review Committee will accept nominations from the owners of record for members to replace those appointed by the Developer;



(c) Within 30 days from said notification, an election will be held to elect, by simple majority of the voting owners of record, the members to fill the vacancies upon the committee;

(d) Following such election, the newly designated committee shall have the power to create bylaws and amend the covenants based on a two-thirds majority concurrence of all of the owners of record.

3. Approval. No building, fence, wall, well or other structure or facility shall be erected, placed or permitted to remain upon any lot, no exterior addition, change or alteration shall be made, and no clearing of trees, change of lot grade or alterations of the physical conditions of any lot shall be made, unless and until the design plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping and drainage shall be submitted and approved in writing by the committee. By the Annexation Agreement of this property to the City of Woodstock, the City of Woodstock is bound to require an approval by the committee prior to issuing a building permit. Before issuance of the final occupancy permit by the City of Woodstock, the Architectural Review Committee shall make a final inspection to certify that construction has been done in accordance with the plans and specifications approved by the Architectural Review Committee. If construction has been done according to the plans and specifications, the Architectural Review Committee shall make a written recommendation to the City of Woodstock for issuance of the final occupancy permit. If the final inspection discloses items not constructed in compliance with the plans and specifications, the Architectural Review Committee

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shall issue a written statement to the owner and the City of Woodstock with the items to be corrected before a written recommendation for final occupancy permit would be submitted to the City of Woodstock. If the landscaping cannot be installed due to the season, the owner will post a letter of credit or other surety in the amount of the original contract price for the landscaping for a period of one (1) year with the Architectural Review Committee. If the landscaping is not completed at the end of one (1) year, the Architectural Review Committee shall have the right to install the landscaping on the property and charge against the letter of credit that was posted with the Architectural Review Committee.

4. Quality. All structures shall be of a quality, design, workmanship and materials which are compatible and harmonious with the the natural setting of the area and other structures within the development. The committee may regulate basic design and front elevations to prevent monotony from repeated designs.

5. Building Requirements.

(a) Minimum building size. The following minimum square footage of living area excluding porches, basements and garages must be met.

- (i) Single-story dwelling - 2,500 square feet;
- (ii) Two-story dwelling - 2,800 square feet.

(b) Only finished area at the time of initial occupancy may be counted towards the minimum square footages required above. These finished areas must have finished wall, floor and ceiling surfaces, must have finished plumbing and must have finished electrical work. Unfinished areas for future expansion including

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lofts, attics and/or basement areas may be provided, but that will not count towards the minimum square footages required in item "A."

(c) Two car minimum attached garage facilities are required. No freestanding garages will be allowed.

(d) Exterior materials may be face brick, stone, cedar or redwood. Wood chip or wood composite products, aluminum or metal siding, and plastic or Fiberglas materials will not be allowed. Likewise, asphalt brick siding, asphalt shingle siding, imitation stone siding and materials of like quality shall not be permitted. All elevations of the building shall be of equal quality.

(e) It is anticipated that all television connections shall be by cable or a master antenna provided by the Developer. If cable or a master antenna is available, then no exterior aerials shall be permitted and any existing aerials shall be removed. These include exterior roof mounted or freestanding television aerials, satellite dishes and freestanding amateur radio transmission towers. All television connections shall be by cable or master antenna provided by the Developer.

(f) The Architectural Review Committee has the power to approve the aesthetic quality of the design of structures. In general, "earth" structures, flat-roofed structures, "windowless" structures and structures of a design that is not compatible with the norms of midwest suburban or rural architecture will not be permitted.



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(g) Roofing materials shall be slate or cedar shingle or equivalent quality as approved by the Architectural Review Committee.

(h) Exterior lighting, including area flood lighting, landscape lighting and structure lighting, shall be carefully designed and shall not interfere with neighboring uses of the property. Specifically, flood and area lighting shall not be directed towards the golf course areas. The Architectural Review Committee may review such lighting and require removal of facilities it deems inappropriate or adverse to the neighboring uses.

6. Accessory Uses.

(a) No outbuilding shall be permitted unless it has received written approval by the Architectural Review Committee. These shall include, but not be limited to, gazebos, tool sheds, cabanas and similar freestanding structures.

(b) All fences shall be in accordance with the ordinances of the City of Woodstock and must be approved by the Architectural Review Committee.

(c) No exterior parking of boats, trailers, recreational vehicles and commercial trucks is permitted.

(d) No sign of any kind shall be displayed to the public view on any lot except a sign of not more than five (5) square feet to advertise the property for sale; however, no for sale signs shall be displayed on vacant lots, other than those owned by the Developer, for a period of five (5) years from the date of recording of these Covenants. One sign of not more than ten (10)



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square feet used by the developer/builder may be displayed to the public view on any lot to advertise the property during the construction of a home; however, provided said sign is approved by the Architectural Review Committee. The Developer may erect signs on any lot they own, advertising the sale of lots and residences in future land to be developed and sold adjoining to the subdivision and in connection to any roads.

(e) Swimming pools, tennis courts, basketball courts, exercise facilities and other permanent recreational facilities require the approval of the Architectural Review Committee.

(f) Stables, kennels and coups and other animal housing facilities, as might be permitted by the City of Woodstock, are subject to approval by the Architectural Review Committee.

#### 7. Landscape Requirements.

(a) Within the first appropriate season following or concurrent with the completion of the primary residence on the property, turf must be established on the entire site. This includes turfing the roadway right-of-way adjoining the parcel. Turf may be established either by seeding or sodding quality lawn grasses. Only areas intended for flower or vegetable gardens, ground covering, approved "natural areas" or impending construction of decks or patios, may be left exposed at the time of establishing the lawn.

(b) At the time of architectural approval, a landscape plan shall be submitted which requires the minimum of \$5,000 or 10% of the purchase price of the lot, whichever is larger, of trees, bushes, ground covers and other ornamental landscape materials,

excluding the cost of installation of the turf required in paragraph "A."

(c) Prior to the commencement of construction on any particular lot, the owner of that lot shall provide a reinforced concrete culvert with flared-in sections at the driveway crossing of the swale of the public roadways. In the event that construction of a single-family residence precedes the completion of the final grading of the swale and construction of the roadways, the installation of this culvert may be deferred until such time as the final grading is completed or at the time of final occupancy permit which ever occurs first. The culvert shall be set to the plan grades shown in the final engineering plans and shall be installed in a manner acceptable to the Architectural Review Committee or its designated representative. The culvert in no instance shall be less than 24 feet long, excluding flared-in sections.

(d) Driveways shall be constructed of an all-weather surface and may be constructed of bituminous concrete, portland cement concrete, brick, pavers or stabilized aggregates in accordance with the ordinances of the City of Woodstock. If aggregates are used, they shall be essentially dust free and should be stabilized to the point that they are not tracked onto the public right-of-way nor washing into the swale areas.

(e) The owner of the golf course/country club shall have the right to enter upon any of the lots in the subdivision to mow the lawn grass or weeds if the lawn grass or weeds on said lots exceeds 3½". The Owner shall have a right to place a lien



on any of the lots for the cost of such weed or grass mowing and such lien shall be enforceable or collectable in any court of competent jurisdiction.

The above statements are made by MIDWEST BANK AND TRUST COMPANY OF ELMWOOD PARK, ILLINOIS, not personally, but as Trustee under the provisions of a certain Trust Agreement dated March 22, 1988, and known as Trust No. 88-03-5456, on the above date by virtue of the written authority and direction of the beneficiaries under the Trust.

MIDWEST BANK AND TRUST COMPANY  
OF ELMWOOD PARK, ILLINOIS, not  
personally, but as Trustee  
under Trust No. 88-03-5456,

By: 

ATTEST:

  
TRUST OFFICER

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Midwest Bank and Trust Company while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Midwest Bank and Trust Company are nevertheless each and everyone of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Midwest Bank and Trust Company or for the purpose or with the intention of binding said Midwest Bank and Trust Company personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and this instrument is executed and delivered by said Midwest Bank and Trust Company not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Midwest Bank and Trust Company on account of the instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in the instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived or released by the other parties to this instrument and by all persons

