

2351950

DECLARATION
OF
COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 26th day of April, 1985 by THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, not individually but solely in its capacity as Trustee under Trust Agreement dated October 17, 1984 and known as Trust No. 11-3256 (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real property as more fully described in the schedule attached hereto and made a part hereof as Exhibit A (the "Property"); and

WHEREAS, the Property is being developed as a residential development by Old Colony Builders, Inc., an Illinois corporation (the "Developer") and it is the desire of the Declarant and the Developer that by the recording of this Declaration the covenants, easements, charges, liens and restrictions created herein shall govern and control the development and use of the Property so as to create and provide a continued means to assure uniformity and harmony on the Property and to preserve and maintain the property values, material comforts, social desirability and aesthetic quality of the Property; and

WHEREAS, the Declarant and the Developer deem it desirable for the furtherance of the goals set forth in this Declaration to create a viable association for the purpose of administering and maintaining certain common areas, enforcing the covenants and restrictions and collecting and disbursing assessments and charges; and

WHEREAS, the Developer will incorporate under the General Not-For-Profit Corporation Act of the State of Illinois a homeowners' association to be known as Eastwood Property Owners' Association (referred to herein as the "Homeowners' Association"); and

WHEREAS, the Declarant is simultaneously with the recording of this Declaration recording a plat of the Property (the "Plat of Eastwood Subdivision"); and

WHEREAS, the Declarant desires to establish at this time, a uniform set of covenants, easements, charges, liens and restrictions which shall govern the development and use of all of the Property.

NOW THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, easements, charges, liens and restrictions which shall run with the Property and be binding on all persons having any right, title or interest in and to the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Homeowners' Association.

A. Every record owner ("Owner" or "Owners") of any subdivided lot contained on the Plat of Eastwood Subdivision ("Lot" or "Lots") and/or every owner of record of any portion of any unsubdivided property which has been made subject to this Declaration shall be a member of the Homeowners' Association ("Member" or "Members"), which membership is mandatory.

B. The Homeowners' Association shall have two classes of voting membership:

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(i) Class 1: All Members except the Developer. Class 1 Members shall be entitled to one vote for each Lot in which such Members hold an interest qualifying for membership. Where more than one person holds such an interest, there shall be only one vote cast for each such Lot and such one vote for each such Lot shall be at the direction of a majority of the persons holding such interest.

(ii) Class 2: The Class 2 Member shall be the Developer. The Class 2 Member shall be entitled to ten (10) votes for each subdivided Lot in which it holds an interest qualifying for membership in the Homeowners' Association. Class 2 membership shall be converted into a Class 1 membership, except with respect to any payments for assessments as hereinafter set forth, at such time as the total number of votes outstanding in the Class 1 membership exceed forty-eight (48). From and after the conversion of the Class 2 membership to Class 1 membership, the Class 2 Member shall be deemed to be a new Class 1 Member, except with respect to any payment for assessment as hereinafter provided, and entitled to only one vote for each Lot qualifying for membership in the Homeowners' Association in which it holds an interest.

C. The Homeowners' Association shall have all of the general powers granted to it under the General Not-For-Profit Corporation Act of the State of Illinois, in addition to those powers appropriate

for the care, maintenance and improvement of the Property, and the health, safety and welfare of those residing thereon.

D. General powers and specific purposes granted to the Homeowners' Association by the laws of the State of Illinois and by the Articles of Incorporation of the Homeowners' Association shall be carried out by its Board of Directors according to the By-Laws and regulations adopted by such Board of Directors from time to time, or by the Homeowners' Association Members when so required. The Articles, By-Laws, rules and regulations shall provide for the use, maintenance, repair, improvement and regulation of the storm water storage facility and such other common areas on the Property owned and maintained by the Homeowners' Association (the "Common Areas"), the collection and disbursement of assessments and charges, the enforcement of the covenants and restrictions contained herein, and such other functions of the Homeowners' Association as set forth herein, provided that such regulations and rules and By-Laws are not inconsistent with any provisions of this Declaration.

E. The Board of Directors of the Homeowners' Association shall consist of five (5) Directors elected at large by the Members of the Homeowners' Association.

2. Assessments.

A. Each Class 1 Member, by acceptance of a deed of conveyance of any Lot or any portion of any unsubdivided property now or hereafter made subject to this Declaration, shall be deemed to have covenanted and agreed for such Member, and such Member's, executors, successor in title and assigns, to pay to the Association:

- (i) An annual assessment of not less than fifty dollars (\$50) for each Lot held by such Member, provided that such minimum assessment shall be adjusted annually to a higher or lower figure based upon the percentage difference between the U.S. Department of Commerce Composite Construction Cost Index for Chicago, Illinois, as of December 31, 1984, and such Construction Cost Index (or replacement cost index) published immediately prior to the date of the levying of such assessments by the Homeowners' Association.
- (ii) Special assessments for capital improvements and extraordinary expenses as determined by the Board of Directors of the Homeowners' Association.

B. The annual assessments shall first become due upon the initial conveyance by the Developer to a purchaser for value of any subdivided Lots or of any unsubdivided property now or hereafter subject to this Declaration and shall be paid at the time of closing of such transaction by the such purchaser to the Homeowners' Association or into an escrow account created by Developer for this purpose.

C. The Class 2 Member shall be exempt from any annual or special assessment and such exemption shall continue after the conversion of Class 2 membership into a membership with Class 1 voting rights as provided in this Declaration.

D. The assessments shall be used by the Homeowners' Association for the promotion of the social and civic benefit of the

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Property, for the health, safety and welfare of the Homeowner's Association Members and for maintenance purposes. Such uses shall particularly include the disbursement of funds for the care, maintenance and improvement of and the payment of taxes upon the Common Areas. Nothing contained herein shall restrict the discretion of the Board of Directors in the use of such assessments, except insofar as necessary to maintain the qualification of the Homeowners' Association as a not-for-profit corporation under the laws of Illinois.

E. The annual and special assessments, together with interest at the statutory judgment rate thereon and all costs of collection thereof, including attorneys' fees, shall be a charge running with the land on each Lot or unsubdivided portions of property now or hereafter made subject to this Declaration, and shall be a lien against the property upon which each such assessment is made by the recording of a notice of lien duly executed by an officer of the Homeowners' Association accompanied by a certified copy of the resolution of the Board of Directors authorizing such lien. Such lien may be foreclosed by a court action instituted by the Homeowners' Association in the same manner as a mechanic's lien foreclosure. Such assessments shall also be the personal obligation of the Owner of such property at the time such assessment falls due.

3. Covenants and Restrictions.

A. No free-standing tower or antenna of any kind for any purpose shall be erected or maintained on any Lot.

B. No building shall be erected or maintained on any Lot except a building designed as a dwelling house and equipped for

occupancy as a private residence by a single family. The dwelling house may have one attached private garage for not more than three cars. No other accessory buildings may be erected and maintained on any Lot or as appurtenances of any such dwelling house. No more than one such dwelling house shall be permitted on any Lot.

C. No Lot may hereafter be used for more than one detached, single family residence, excluding trailers or mobile homes.

D. No part of any Lot less than the whole thereof may be conveyed except to the owner of contiguous property, and after any such division of a Lot, the portion not conveyed shall not thereafter be used for a single family dwelling unless such reduced Lot shall have a lot area of not less than 7,600 square feet and in any event such reduced Lot and all other Lots shall comply, as a result of such reduction, with the lot size requirements, including set back requirements, imposed under the applicable Residential Planned Development Ordinance of the Village. Any portion so conveyed to a contiguous owner shall be an enlargement of the Lot of such contiguous owner and such expanded Lot shall thereafter be used as only one building site.

E. No portion of any Lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a Lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced Lot unless such reduced Lot shall have a lot area of not less than 7,600 square feet and in any event such reduced Lot and all other Lots shall comply, as a result of such reduction, with the lot size requirements, including set back requirements, imposed under the applicable Residential Planned Development Ordinance of the Village.

F. Unless otherwise specifically directed by the Village of Barrington, Lake and Cook Counties, Illinois (the "Village"), the Homeowners' Association shall be responsible for the control of erosion and the maintenance of landscaping, including but not limited to the maintaining and mowing of grass, the cutting of weeds, and the trimming of shrubbery within those portions of the dedicated right-of-way of Main Street (Lake-Cook Road) adjacent to the Property. Prior approval from the Village Manager of the Village must be obtained before making any alterations or changes of a permanent nature in such areas. In the event the Homeowners' Association fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded in equal shares as liens on the title to all the Lots within the Property, which may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action at law against the Owner or Owners of such Lots.

G. Unless otherwise specifically directed by the Village, the respective Lot Owners shall be responsible for the control of erosion and the maintenance of such landscaping as allowed, including grass, within those portions of any easements which are part of their respective Lots. In the event a Lot Owner fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to such Lot, which may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action of law against the Owner or Owners of such Lot.

H. Sump pump drainage from individual residential structures shall be discharged at least fifteen (15) feet from any residence and at least fifteen (15) feet from any public right-of-way.

I. Each Owner shall be responsible for the control of weeds and other undesirable vegetation located upon each Owner's Lot, and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.

J. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in an inconspicuous place.

K. There shall be no permanent vehicular access between any Lot and Main Street (Lake-Cook Road) except by means of the main entrance street which serves the Property and intersects with Main Street (Lake-Cook Road).

L. The Owners of Lots adjacent to Main Street, their successors and assigns, shall maintain the screening shrubbery which shall be located within each such Lot along Main Street. In the event an Owner fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to such Lot, which may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action at law against the Owner of Owners of record of such Lot.

M. No building shall be erected or maintained on any Lots for manufacturing, industrial or business purposes, excepting the use

thereof for a temporary model home sales office, appurtenant parking, and construction trailers as specified by the Village of Barrington Special Use Ordinance for the Eastwood Residential Planned Development. No noxious or offensive trade or other activity shall be carried on or upon any Lot which is or may become an annoyance or nuisance to the neighborhood.

N. No Lot shall be used for the breeding, stabling or keeping of any horses, cattle, swine, goats, sheep, bees or fowl or other animals, livestock or poultry of any kind with the exception of dogs, cats and other household pets that are not kept or maintained for a commercial purpose.

O. No Owner shall cause or permit any truck, trailer, mobile home, camper, van, snowmobile, recreational vehicle, boat or horse carrier, or similar vehicles to be parked or stored on any Lot, except when fully enclosed within a garage located on such Lot, and further excepting a period not to exceed six (6) hours within a thirty (30) day period and then for the sole purpose of loading or unloading such vehicle.

P. No dwelling shall be erected or maintained on any Lot unless such dwelling has space for living purposes equal to at least 1500 square feet, exclusive of porches, garages and basements and unless such dwelling costs not less than One Hundred Thousand Dollars (\$100,000.00), provided, however, that such base figure shall be adjusted to a higher or lower figure, as the case may be, based upon the percentage difference between the U.S. Department of Commerce Composite Construction Cost Index for Chicago, Illinois, as of January, 1984, and such Construction Cost Index (or Replacement Cost Index) published immediately prior to the date of application

for a building permit. The base figure for minimum cost of construction as set forth above may be changed by the Developer to a higher base figure by the filing of a Supplemental Declaration.

Q. No residence may be constructed on a Lot if its exterior or architectural design duplicates a residence then constructed or which is the subject of application for a building permit and which is or will be located on an adjoining Lot or directly across the street from the location of the proposed residence.

R. No building permitted hereunder shall be constructed until the construction plans and specifications and proposed construction site location have been approved by the Developer, its successors or assigns. The Developer, its successors or assigns, shall have the right to approve the quality of proposed workmanship and materials, specifically including, but not limited to, color of siding, color of roof and color of brick, external building design and building site location.

S. No later than sixty (60) days after completion of a building permitted to be constructed hereunder, at least one coat of stain or two coats of paint or other exterior finish shall be applied to the exterior woodwork of such building. The Developer, its successors or assigns shall approve in writing the color of stain, paint or other external finish so applied and such color shall not be changed for a period of five years without the prior written approval of the Developer, its successors or assigns.

T. Notwithstanding that it may comply with the foregoing restrictions, no dwelling house of any type shall be erected, placed or permitted to remain, and no exterior alteration of any of the foregoing costing more than One Thousand Dollars (\$1,000.00) shall

be made to any such dwelling house of any type, and no above or below ground swimming pool of any kind shall be constructed or maintained on any Lot, and no fence or wall of any kind shall be constructed or placed or altered on any Lot, until and unless; (1) the plans and specifications for the same have been drawn showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost; and (2) such plans and specifications shall have been submitted to and approved in writing by the Developer, its successors or assigns. In the event that such plans and specifications have not been approved or disapproved in writing by the Developer, its successors or assigns, within thirty (30) days after the submission of such plans and specifications, or in the event the Developer is not in existence and its successors or assigns cannot be determined, then such plans and specifications shall be submitted to and approved or disapproved by a committee of three members of the Homeowners' Association, one of whom shall have been appointed by the Owner of the Lot, one of whom shall have been appointed by the Board of Directors of the Homeowners' Association, and the third of whom shall have been appointed by the first two members so appointed and shall have been approved in writing by the two members of such committee. With the exception of above ground swimming pools and fences, all plans and specifications referred to above shall be drawn by a licensed architect.

U. No aluminum or plastic awnings of any kind shall be installed on any building.

V. All Lots shall be landscaped at a cost of no less than \$2500 prior to the occupancy of the residence thereon. No shrubbery or other plantings of any kind shall be planted without the prior written consent of the Developers, its successor or assigns.

W. No signs of any kind with the exception of house number, resident name, builder and subdivider signs shall be placed or maintained on any Lot.

X. No outdoor clothesline or other outdoor clothes drying or bleaching devices shall be allowed on any Lot at any time unless the location and the appearance and type of such device is approved in advance by the Homeowners' Association.

Y. All Lots made subject to this Declaration shall continue to be subject to these covenants and restrictions until January 1, 2010 and thereafter perpetually unless the Owners representing two-thirds (2/3) in number of all Lots in the Property, and the Village, shall file in the office of the Recorder of Deeds of Lake County, Illinois, a written statement, signed, approved and acknowledged by such Owner or Owners, and by the Village, stating that such restrictions, or portions thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions, or those specified in such written statement, shall become ineffective on the date stated in such written statement.

Z. Each covenant and restriction set forth herein shall be for the benefit of all Owners, the Homeowners' Association, the Developer and the Village. Each Owner, the Homeowners' Association, the Developer or the Village shall have the right to enforce these covenants and restrictions.

AA. The Homeowners' Association shall be responsible for the Maintenance of the Storm Water Detention Area. In the event that the Homeowners' Association fails to adequately maintain the Storm Water Detention Area, including but not limited to storm water storage capacity thereof as designed, the Village of Barrington, may, but shall not be obligated to do so, and the costs thereof may be recorded in equal shares as a lien on the title to all the Lots in the subdivision, which liens may be foreclosed by court action initiated by the Village of Barrington, and in addition, the Village of Barrington may bring an action at law against the Owner or Owners of record of such Lots.

BB. The Homeowners' Association shall hold title to and be responsible for the maintenance of the entrance monuments, sign, and appurtenant landscaping located on Lots 1 and 57. In the event that the Homeowners' Association fails to adequately maintain said entrance monuments, sign and appurtenant landscaping, the Village of Barrington, may, but shall not be obligated to do so, and the costs thereof may be recorded in equal shares as a lien on the title to all the Lots in the subdivision, which liens may be foreclosed by court action initiated by the village of Barrington, and in addition, the Village of Barrington may bring an action at law against the Owner or Owners of record of such Lots.

4. Covenants to Run with the Land.

A. Each Owner of a Lot and all subsequent Owners thereof, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by each and every covenant, easement, charge,

lien and restriction recited herein applicable to such Lot, and each Owner shall further thereby become a member of the Homeowners' Association and shall become subject to the rights, interests and duties of such membership, in accordance with the By-Laws of the Homeowners' Association.

B. Additional real estate may from time to time be made subject to this Declaration by the Developer upon the recording by the Developer of a declaration, supplementary to this Declaration, referring to this document and setting forth such complementary additions or modifications contained therein which may be necessary to reflect the different character of such additional real estate, provided however, that such additional real estate shall be contiguous to properties already made subject to this Declaration.

C. The foregoing right of the Developer to make additional real estate subject to this Declaration shall be the sole right of the Developer and shall not inure to the benefit of any grantee or successor of the Developer unless such right is specifically assigned to such grantee or successor by an assignment recorded by the Recorder of Deeds of Lake County, Illinois. Unless such a specific assignment is made, such right shall terminate at such time as the Developer is no longer legal or beneficial owner of any property qualifying under the provisions of this Declaration.

5. Rights of the Developer Transferred to the Association.

The rights, interests and duties of the Developer in this Declaration shall be conveyed to the Homeowners' Association upon such time as all of the Property has been conveyed and improved with residences or upon the tenth anniversary date from the date this

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Declaration is first recorded, whichever shall first occur. Upon the conveyance of such rights, interests and duties, the term "Developer", as used herein, shall thereafter refer exclusively to the Homeowners' Association.

6. Enforcement.

A. Each Lot is hereby burdened with and subject to a perpetual easement running with the land in favor of the agents of the Homeowners' Association to remove or abate any condition existing on any Lot which is, in the opinion of the Board of Directors of the Homeowners' Association, a breach of any of the covenants or in violation of any of the restrictions or conditions contained herein. In addition, the Homeowners' Association shall have the right, at its option, to impose on the Owner of any Lot or portion of any unsubdivided property now or hereafter made subject to this Declaration, a charge not to exceed Twenty Five Dollars (\$25.00) for each separate day during which a breach of any covenant or a violation of any of the restrictions or conditions contained herein exists. The cost of such removal or abatement, including attorneys' fees, together with interest running at the statutory judgment thereon, and the cost of collection thereof and such penalty, shall be a charge running with the land on each such Lot and shall be a lien against the Lot which may be subject to foreclosure in the manner of foreclosing a mechanic's lien.

B. In addition to the foregoing, the Developer, the Homeowners' Association, the Village, and the Owners shall each have the right singularly or collectively to enforce, by any proceeding at law or in equity, including an action for specific performance, any and all

covenants, conditions, easements, restrictions, or liens now or hereafter imposed by the provisions of this Declaration. The failure, if any, to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach. Compliance with the provisions of this Declaration shall not relieve any Owner from compliance with applicable provisions of the Village Code or any other applicable law or governmental regulations.

7. Notice.

Any notice required to be sent to any Owner or Member of the Homeowners' Association under the provisions hereof shall be deemed to have been properly sent when mailed in the United States mail, first class, postage prepaid, to the last known address of the person who appears as a Member or Owner from the records of the Homeowners' Association at the time of such mailing.

8. Separability.

If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions shall remain in full force and effect.

9. Perpetuities and Restraints on Alienation.

If any of the covenants, restrictions or rights created by this Declaration shall be unlawful, void or voidable for violation of the rules against perpetuities or restraints on alienation, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Ronald Reagan, and Governor of Illinois, James Thompson.

10. Governing Law.

This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois.

11. Land Trustee as Unit Owner.

In the event title to any Lot is conveyed to a land title holding trust, under the term of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiary or beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Lot.

WHEREAS, THIS DECLARATION is executed by The First National Bank and Trust Company of Barrington, not individually, but as Trustee as described above. Each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants,

undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability is assumed by nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the Trustee in this instrument, either expressed or implied, with all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The First National Bank and Trust Company of Barrington as Trustee and not personally, has caused its corporate seal to be afixed hereto and has caused its name to be signed by its proper officer, this 26th day of April, 1985.



THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, not individually but solely as Trustee under Trust Agreement dated October 17, 1984 and known as Trust No. 11-3256

PREPARED By: Jandent
ATTEST: Frank W. Bauer
Assistant Vice President
LAND TRUST OFFICER

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: That part of the Southeast Quarter of Section 36, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at a point 1057.46 feet South of the North line of said Southeast Quarter and in the East line of said Southeast Quarter, thence South along the East line of said Southeast Quarter, a distance of 571.27 feet, thence West parallel with the North line of said Southeast Quarter a distance of 495.0 feet, thence North parallel to the East line of said Southeast Quarter a distance of 571.44 feet, thence East parallel to the North line of said Southeast Quarter a distance of 495.0 feet to the Point of Beginning, in Lake County, Illinois.

PARCEL 2: That part of the Southeast Quarter of Section 36, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 36, thence West 30 rods, thence North 61-1/2 rods, thence East 30 rods, thence South 61-1/2 rods to the Place of Beginning, in Lake County, Illinois.

Old Colony Builders
(EZ Feener)
200 South Ziegler St
Barrington Ill 60010
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LAKE COUNTY, ILLINOIS

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STATE OF ILLINOIS)
) SS.
COUNTY OF CHANDLER)
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I, Karissa L. Swanson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jan Dent, Land Trust Officer of THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, and Frank W. Bauer, Assistant Vice President of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Asst. Vice Pres., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Asst. Vice President then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this 26th day of
April, A.D., 1985.

Notary Public

My commission expires 7-19-87.

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BY-LAWS

EASTWOOD PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE 1

Purposes

SECTION 1. PURPOSES. The purposes of the corporation as stated in its Certificate of Incorporation are: To combat community deterioration and bring about civic betterments in and about the area known as Eastwood Subdivision in the Village of Barrington, Illinois, including, without limitation: (a) the installation, upkeep, maintenance, operation and replacement of ponds, fences, trees, shrubs, flowers, grass and other landscaping, and to provide such other facilities as shall promote community welfare and easements and public and community welfare and recreation in, upon and around cul-de-sacs, parkways, entrances, easements and public and community owned properties; and (b) maintaining and enforcing, to the extent lawful and not against public policy, the easements, restrictions and covenants established and reserved under a certain Declaration dated April 26, 1985, recorded on April 29, 1985, in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 2351950, as heretofore or hereafter amended, or any plat of subdivision, deed of conveyance or other instrument affecting lands in Eastwood Subdivision.

SECTION 2. RESTRICTIONS. No part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. This paragraph shall not be construed in such manner as to prohibit political action, other than on behalf of any candidate for public office, for the lawful purposes of the Association, including, without limitation, the taking of positions on annexation and rezoning petitions affecting Eastwood Subdivision.

SECTION 3. DISSOLUTION. Upon dissolution of the corporation, the assets of the corporation remaining after payment of its liabilities shall have been made or provided for, shall be distributed in accordance with a plan of distribution approved and adopted by the Members pursuant to the Illinois General Not For Profit Corporation Act. If a plan of distribution is not adopted and approved by the Members within six months after the Members adopt a resolution approving the

dissolution of the corporation, the assets of the corporation remaining after payment of its liabilities shall have been made or provided for, shall be distributed exclusively to the Village of Barrington, Illinois. for public purposes.

SECTION 4. ADDITIONAL POWERS. The corporation also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois.

ARTICLE II

Definitions

As used in these By-Laws, unless otherwise provided or unless the context otherwise requires:

1. "Declaration" means that certain Declaration dated April 26, 1985, recorded on April 29, 1985, in the office of the Recorder of Deeds in Lake County, Illinois. as Document No. 2351950, as heretofore or hereafter amended.

2. Eastwood Subdivision shall have the same meaning as set forth in the Declaration.

3. "Lot" means a parcel of land, within Eastwood Subdivision, occupied by or intended for occupancy by one dwelling and having frontage upon a street, and which is owned by a "Lot Owner" as defined below. Therefore, "lot" may or may not coincide with a lot of record.

4. "Lot Owner" means a person owning a lot within Eastwood Subdivision, provided, however, that (a) where title to a lot is in more than one person such co-owners together shall be considered a single Lot Owner and shall share jointly the rights (including voting rights), powers, obligations and responsibilities of a Lot Owner, and (b) HARRIS BANK BARRINGTON as Land Trustee, notwithstanding its ownership as Trustee of one or more lots within EASTWOOD SUBDIVISION, shall not be considered a Lot Owner.

5. "OLD COLONY" shall mean OLD COLONY BUILDERS, INC., an Illinois corporation, having a place of business at 126 Verne Court, Barrington, Illinois. its successors and assigns.

ARTICLE III

Offices

The Corporation shall have and continuously maintain in this state a registered office and a registered agent with other offices within the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE IV

Membership

The Eastwood Property Owners' Association shall have two classes of voting membership:

- (i) Class 1: All Members except the Developer. Class 1 Members shall be entitled to one vote for each Lot in which such members hold an interest qualifying for membership. Where more than one person holds such an interest, there shall be only one vote cast for each such Lot and such one vote for each such Lot shall be at the direction of a majority of the persons holding such interest.
- (ii) Class 2: The Class 2 Member shall be the Developer. The Class 2 Member shall be entitled to ten (10) votes for each subdivided Lot in which it holds an interest qualifying for membership in the Homeowners' Association. Class 2 membership shall be converted into a Class 1 membership, except with respect to any payments for assessments as hereinafter set forth, at such time as the total number of votes outstanding in the Class 1 membership exceed forty-eight (48). From and after the conversion of the Class 2 membership to Class 1 membership, the Class 2 Member shall be deemed to be a new Class 1 Member, except with respect to any payment for assessment as hereinafter provided, and entitled to only one vote for each Lot qualifying for membership in the Homeowners' Association in which it holds an interest.

ARTICLE V

Meetings of Members

SECTION 1. ANNUAL MEETING. An annual meeting of the Members shall be held on the third Saturday of January in each year, at the hour of 10:00 A.M. for the purpose of electing directors and for the transaction of such other business as may

come before the meeting. If such day be a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETING. Special meetings of the Members may be called either by the President, three or more members of the Board of Directors, or upon written request of not less than one-tenth of the Members having voting rights.

SECTION 3. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than five nor more than forty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the U.S. Mail addressed to the Member or addressed to "Eastwood Property Owners' Association Homeowner" at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 4. PLACE OF MEETING. The Board of Directors may designate any place within a ten mile radius of Eastwood Subdivision as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

SECTION 5. QUORUM. The presence of Members or of proxies, entitled to cast ten per cent of all the votes, shall constitute a quorum at any meeting which does not call for a vote on general or special assessments.

SECTION 6. VOTING BY CO-OWNERS. Where a Class 1 membership is vested in several persons by reason of co-ownership of a lot, the vote of such Class 1 Member shall be cast as they among themselves determine, but in no event shall more than one vote be cast. If such co-owners cannot agree, the vote from this Member shall be void.

SECTION 7. PROXIES. At any meeting of Members, a Member entitled to vote may vote either in person or by proxy executed in writing by such Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

ARTICLE VI

Board of Directors

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by its Board of Directors. In addition to all of the powers and duties conferred upon it by law, the Board of Directors shall be vested with all of the powers and duties conferred upon it by the Declaration.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be five (5) and shall be elected as follows:

- (i) Until such time as there is no Class 2 Member as defined in (ii) of ARTICLE IV above, the Class 2 Member shall elect three (3) of the directors and the Class 1 Member shall elect two (2) of the directors.
- (ii) After the termination of the Class 2 Member, all five (5) directors shall be elected by the Class 1 Members.
- (iii) Each director shall hold office for three years from the time of election and until his successor shall have been elected and qualified. Except for the directors elected by the Class 2 Member, no director may be elected unless he is a Class 1 Member and a resident of Eastwood Subdivision.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of Members. The Board of Directors may provide by resolution the time and place within the State of Illinois for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETING. Special meetings of the Board of Directors may be called by or at the request of the President or any three (3) directors. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Illinois, as the place for holding any special meeting of the Board called by them. Members of the Board shall be notified of the time, place and specific purpose of such special meeting.

SECTION 5. INFORMAL ACTION BY DIRECTORS. Any action required to be taken at a meeting of the directors of the corporation, or any other action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in

writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

SECTION 6. NOTICE. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days previously thereto by written notice delivered personally or sent by mail to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 8. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by these By-Laws, and shall be binding upon all members of the Board of Directors.

SECTION 9. VACANCIES. Any vacancy occurring in the Board of Directors of any directorship, other than a directorship to be filled by reason of any increase in the number of directors, shall be filled by appointment of the President with the consent of the Board of Directors. A director appointed to fill a vacancy must reside in the same District as the Director whose resignation caused the vacancy and shall be appointed for the unexpired term of his predecessor in office.

SECTION 10. No Board Member shall receive any compensation for services rendered in connection with his or her office.

ARTICLE VII

Election of Directors and Election of Nominating Committee

SECTION 1. Election to the Board of Directors shall be by written ballot as hereinafter provided.

Subject to the terms and conditions of ARTICLE IV and of Section 2 of ARTICLE VI above, there shall be five (5) directors elected at large. Each Member may cast as many votes as there are vacancies, but in no event more than one vote for each nominee. The nominees who receive the largest number of votes shall be elected.

SECTION 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

SECTION 3. The Nominating Committee shall be appointed by the President, with the consent of the Board of Directors, at least two (2) months prior to any meeting of the Members at which an election of directors is to be held. The Nominating Committee shall consist of five (5) members and shall include one director whose term has not expired and at least two (2) former directors or members of the Board of Governors. A slate of candidates (two for each vacancy) shall be presented by the Nominating Committee at least three (3) weeks prior to the election. Additional nominations may be made by a motion from the floor at any meeting of the Members and such names shall be added to the slate.

SECTION 4. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies. A notice listing the nominees selected by the Nominating Committee shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the election date. The names of nominees who are nominated from the floor shall be written on the ballots by the Member voting for the same.

ARTICLE VIII

Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer,

and a secretary, who shall all be members of the Board of Directors, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of president and secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the Members and the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine, the cost of said bond to be paid by the Association. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IX of these By-laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine, the cost of said bonds to be paid by the Association. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

SECTION 10. The President, the Vice-President(s) and the Treasurer shall not be eligible to serve more than two (2) consecutive terms in the same office.

ARTICLE IX

Committees

SECTION 1. COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members who shall include a member of the Board of Directors (who will generally be the Chairman). The committees shall be appointed by the Board of Directors at the first Board of Directors meeting following the annual meeting to serve until the close of the next annual meeting. Appointments shall be announced as soon as possible after they occur.

SECTION 2. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 3. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 4. RULES. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE X

Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the

corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 4. GIFTS. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or device for the general purposes or for any special purpose of the corporation.

ARTICLE XI

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE XII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XIII

Assessments

The making and collection of assessments against Members shall be governed by the provisions of the Declaration as heretofore or hereafter amended.

ARTICLE XIV

Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois".

ARTICLE XV

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or by By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVI

Amendments and Parliamentary Authority

SECTION 1. AMENDMENTS. These By-Laws may be altered, amended or repealed at any regular meeting or at any special meeting by a two-thirds majority; provided, however, that so long as there is a Class 2 Member, all alterations, amendments and the repeal of these By-Laws must be approved in writing by the Class 2 Member.

SECTION 2. PARLIAMENTARY AUTHORITY. Roberts' Rules of Order, Revised, shall govern all procedures not provided for in the By-Laws, the Declaration or its amendments or the Constitution and statutes of the State of Illinois.

ARTICLE XVII

Property Rights and Rights of Enjoyment of Common Property

SECTION 1. Each Member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article V of the Declaration.

SECTION 2. Any Member may delegate his rights of enjoyment in the common properties and facilities to the members of his family who reside upon the properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to the same restrictions as those of the Member.

ARTICLE XVIII

Indemnification of Officers and Directors

Each director and each officer of the corporation, and any director or officer of any other corporation serving as such at the request of the corporation because of the corporation's interest as a shareholder or creditor of such other corporation, shall be indemnified by the corporation against all expenses, as hereinafter defined, which shall necessarily or reasonably be incurred by him in connection with any action, suit or proceeding to which he is or shall be a party, or with which he may be threatened, by reason of his being or having been a director or officer of the corporation or of such other corporation, whether or not he continues to be a director or officer at the time of incurring such expenses. Expenses, as used herein, shall include, but not be limited to, amounts of judgments against, or amounts paid in settlement by, such director or officer, other than amounts payable or paid to the corporation, but shall not include any (a) expenses incurred in connection with any matters as to which such director or officer shall be adjudged in such action, suit or proceeding, without such judgment being reversed, to be liable by reason of his negligence or willful misconduct in the performance of his duties as such director or officer, or (b) expenses incurred in connection with any matters which shall have been the subject of such action, suit or proceeding disposed of otherwise than by adjudication on the merits, unless in relation to such matters such director or officer shall not have been liable for negligence or willful misconduct in the performance of his duties as a director or officer. In determining whether a director or officer was liable for negligence or willful misconduct in the performance of his duties as such director or officer and is for that reason not entitled to reimbursement pursuant to the foregoing provisions, the Board of Directors may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right

to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit or proceeding to have assessed or allowed in his favor, against the corporation or other corporation or otherwise, his costs and expenses incurred therein or in connection therewith or any part thereof.

**Rules and Regulations of
The Barrington Eastwood Property Owner's Association, Inc.
As approved by the Board of Directors
And effective as of October 15, 1994
And revised and implemented on
January 15, 2005**

SUBDIVISION SPEED LIMIT

With the village's acceptance, the vehicular speed limit on all streets within Eastwood Subdivision shall be 25 miles per hour. Please take extra care going around corners. Eastwood children play on the streets and are sometimes difficult to see. Please drive with care.

CHILDREN

Children under 10 years of age are not permitted in common areas, specifically, the pond area, without being accompanied at all times by at least one parent or responsible adult.

POND

The pond is reserved for the exclusive use of the residents and their guests between 9 A.M. and 9 P.M. only. Children under 10 years of age shall be accompanied at all times by an adult. If you use the pond, please remember to clean up when you are finished. Ice-skating is permitted in the winter.

POND ACCESS

Except for those resident members whose property borders the pond, pedestrian access to and from the pond shall be permitted only by means of the driveway that goes directly to the pond, between 152 and 168 Whitney Drive.

DAMAGE

Owners are responsible for damages created by themselves, their tenants, children, or their guests to the common areas and other property owned by the association.

TRASH

All trash receptacles should be stored in areas not readily visible from the street. Also return your cans promptly after pick up to this location. Trash should not be put out until the evening before pickup, typically Thursday. Also, please remember that appliances require special arrangements to be picked up. Do not put any appliances out until arrangements have been made.

CHILDREN'S PLAYGROUND EQUIPMENT

Jungle gyms, trampolines, soccer goals, slip-n-slides, pools, and any other children's play equipment and toys can be used in the front and side yards, however, it cannot remain in those areas overnight, and must be stored in backyards, or garages that are not readily visible from the street. Basketball hoops are an exception and may remain in front or side yards.

BASKETBALL LIMITATIONS

No one shall play basketball or practice dribbling of a ball of any kind anywhere within the Eastwood subdivision before 9 A.M. or after 9 P.M. Also do not use other neighbor's basketball hoops without their permission.

DOGS – WALKING

If you elect to walk your dog with in the confines of the Eastwood Subdivision, you are required to clean up after your dog. Also do not allow your dog to walk beyond the parkway. It is a \$500 fine according to the Barrington law section 4-27 if you do not clean up after your dog.

DOGS – LEASHES

Barrington has a leash law. The only time a dog can be off of a leash is when it is on you own property. Please keep in mid that an invisible fence, chain or a "board approved" dog run are required to keep a dog on your lot. The leash law is recorded in the Barrington law section 4-25, it also carries a monetary fine if not followed.

NO TRESPASSING

If a "NO TRESPASSING" sign is displayed on a neighbor's property, please be respectful. This is also a finable offense by the police department. Please be respectful of others and their property.

ADDITIONS TO LOT

Before you add anything to your outside property such as, sheds, dog runs, play sets, fences, walls, etc., please check with the board to make sure it is acceptable. If you are in violation of the rules and regulations it will result in fines and removal.

WEEDS

Owners of property are responsible for the control of weeds on their property, also dead bushes and vegetation should be removed promptly. Grass should also be mowed and yards should be "kept up."

VEHICLES

No owner shall permit any truck, trailer, mobile home, camper, van, snowmobile, recreational vehicle boat horse carrier or similar vehicles to be parked or stored on any lot except when fully enclosed in a garage the time limit is six hours with in a 30 day period. If you are moving or having work done by a contractor on your home is an exception during normal business hours. Also the "trucks" and "vans" refer to ones that are commercial vehicles and have commercial license plates.

The Eastwood Property Owner's Board wants to continue to keep Eastwood a beautiful and nice neighborhood to live. With high property values these rules and regulation will benefit all of us. Thank you for your compliance.

The Eastwood Property Owner's Board.