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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
VALENTINE LAKE ESTATES HOME OWNERS ASSOCIATION – PHASE II

**This document prepared by and after
recording to be returned to:**

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
THE VALENTINE LAKE ESTATES HOME OWNERS ASSOCIATION – PHASE II**

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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
THE VALENTINE LAKE ESTATES HOMEOWNERS ASSOCIATION – PHASE II

This Amended and Restated Declaration of Restrictions for Valentine Lake Estates Home Owners Association – Phase II is adopted pursuant to Article IX of the Association’s Declaration whereby the Declaration may be altered, amended or repealed by the affirmative vote of the majority of the Members in the Association at any meeting held for that purpose. This Declaration shall serve the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Valentine Lake Estates Homeowners Association – Phase II (“Original Declaration”) which was recorded as Document No. 3242575 in the Office of the Recorder of Deeds for Lake County, Illinois against the property legally described herein.

RECITALS

WHEREAS, the Association and its Owners are the legal titleholders of certain real estate in the Township of Wauconda, County of Lake, State of Illinois, which real estate is legally described as follows:

Phase II:

LOTS 16 THROUGH AND INCLUDING 26 IN VALENTINE LAKE
ESTATES PHASE II, BEING A SUBDIVISION OF PART OF THE
EAST ½ OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 9, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED November 16, 1992, AS DOCUMENT
NUMBER 3242575, IN LAKE COUNTY, ILLINOIS.

WHEREAS, An Illinois not-for-profit corporation known as the Valentine Lake Estates Owners Association (the “Association”) has been established for the purpose of administering and enforcing the covenants, conditions, easements and restrictions as hereinafter set forth and for collecting and disbursing assessments and charges hereinafter created.

NOW THEREFORE, the Association and its Owners, as the legal title holders of the Parcel, and for the purposes above set forth herein DECLARES AS FOLLOWS:

ARTICLE I

“Association” shall mean and refer to the Property Owners Association of Valentine Lake Estates. Said Association currently is in existence and was created under the Declaration of Covenants, Conditions and Restrictions, heretofore recorded in the Office of the Recorder of Deeds of Lake County, Illinois, as Document No 2337691 and subsequently amended by the Members of the Association. Article X of said Declaration reserved the right of the Association to add contiguous parcels of land to the property and the above-cited Phase II property was added to the pre-existing Valentine Lake Estates – Phase I property.

“Lake County” shall mean and refer to the County of Lake, a body politic and corporate.

“Common Areas” shall mean and refer to all portions of the property except the Lots.

“Property” shall mean and refer to the real property hereinabove legally described and shown on the Plat commonly known as Valentine Lake Estates - Phase II.

“Declaration” shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof including such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof.

“Stormwater Detention Facilities and Improvements” shall mean and refer to all on-site facilities and areas necessary for the management of stormwater as appears more fully on the Plat of the Property (also, Drainage Easements and Detention Areas).

“Woodland Areas” shall mean and refer to the areas on those lots specified on the Plat, the wooded vegetation on which shall be maintained, preserved, protected and left undisturbed except as therein set forth (also, Open Space For The Protection Of Natural Resources).

“Lot” shall mean and refer to any numbered plot of land shown upon the Plat. Each parcel of contiguous land owned by a member or members shall be treated as a single Lot, regardless of its size, unless (a) the parcel contains more than one whole platted Lot; or (b) the parcel is large enough to constitute two or more Lots and the owner or owners have given notice in writing to the Association that they are treating the parcel as more than one Lot, such notice indicating the number of Lots involved and their lot lines.

“Out Lot” shall mean and refer to Out Lot B, as shown on the Plat. Out Lot B shall be conveyed to the Association.

“Member” shall mean and refer to any person or entity who is a record owner of a fee or undivided fee interest in any Lot and include the beneficiaries of a land trust holding the record title and the trustee, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“Vehicle” shall mean and refer to any vehicle other than a bicycle, including, but not limited to aircraft, boats, trucks, snowmobiles, motorcycles, tractors, mobile homes and trailers of any type.

“Board of Directors” or Board shall mean duly elected members of the Association for positions in accordance with State of Illinois statutes.

ARTICLE II

The present owner of the property and all successor owners of all or part of the Property, (including lessors, lessees, land contract sellers and buyers and persons holding security interests

in all or part of the Property) shall hold their interests subject to the following restrictions, which shall run with the land:

Section 1. Easements for Utilities. Easements for installation and maintenance of public utilities, as shown on the Plat and as otherwise may be placed upon the Property, are reserved for those purposes only. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water in a drainage channel in the easement or which may obstruct or retard the flow of water through drainage channels located in the easement.

Section 2. Undergrounding Utilities. No utility other than underground utilities shall be installed at any time on any Lot or the Common Area.

Section 3. Garbage and Refuse Burning. No Lot or portion of a Lot (including portions under water) shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in closed, sanitary containers in an inconspicuous place. Every member specifically agrees to utilize the scavenger pickup service designated for trash and garbage pickup by the Association. No burning of trash or any other refuse material is allowed. Burning of natural landscape material is allowed within Lake County regulations. No materials shall be stored or maintained on any lot other than natural materials or cords of cut logs for use by the occupant of the principal structure thereon. Such stored items shall be stored in a neat and orderly manner.

Section 4. Parking Regulations. Except as provided herein, no member shall be permitted to park or occupy any campers, house cars, house trailers, pole trailers, recreational vehicles, trailers (boat or utility), farm tractors, pick-up trucks, trucks or tractors (except for the purpose of making deliveries) on any premises within the Association if said campers, house cars, house trailers, pole trailers, recreational vehicles, trailers, farm tractors, pick-up trucks, trucks or tractors have more than two (2) axles and/or contains living quarters inside. The aforementioned vehicles may be stored in garages. A Lot owner may park a single boat or boat trailer upon the property and shall not exceed twenty-five (25) feet in length. The aforementioned vehicles that are permitted to park outside on a Lot is limited to a total of two (2) of any vehicle or combination of vehicles.

Such vehicles, except trucks and farm tractors, may be parked for forty-eight hours immediately after the return from any trip, vacation or excursion for the purposes of cleaning, loading, unloading and related activities, provided that such overnight parking is not in violation of any regulation or limitation imposed by the traffic regulations or laws of Lake County.

Any vehicle (except trucks, tractor or trailers and farm tractors) owned, rented, leased or brought by guests of the owner of any Lot or tract of land may be permitted to park on said land for a period not to exceed fourteen (14) consecutive days, or as provided by written permission from the Board of Directors.

The prohibition of parking of trucks on the property shall not apply during on-the-job construction of any improvements being made on the property; however, such a period of time shall not exceed the period of active construction activity.

Any vehicle considered inoperable or not currently licensed under law shall be kept enclosed in a garage and not allowed to be parked outside.

Section 5. Animals, Poultry. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other common household pets may be kept provided: (a) They are not kept, bred or maintained for any commercial purpose; (b) no more than two dogs or cats per household is externally kept; (c) no pet is allowed to run at large.

Section 6. Weeds; Nuisances. All owners of improved Lots shall be required to maintain their property regarding landscaping, lawn mowing and weed control. Woodland Areas may be kept in their natural state and in accordance with Lake County regulations. Owners of Lots shall be required to keep weeds cut between May 1st and October 31st. The Association shall have the right, if in its opinion these Lots are not maintained, to have the weeds cut and to bill the individual owner for expenses incurred. Failure to pay such expense when due shall result in the recording of a lien against the Lot or other action by the Association as it may decide, with interest due on any unpaid charge or fine levied by or incurred by the Association. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere on any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor anything done which may become an annoyance or nuisance to the Property.

Section 7. Non-Residential Uses. No Lot or portion of a Lot shall be used for any purpose except residential purposes. No business or profession of any kind may be conducted on any Lot. A principal place of business or professional office can be maintained at the residence in accordance with the items below. A Member whose principal place of business is located elsewhere and who maintains a full-time or part-time residence on a Lot or Lots, may do a portion of their business or professional work at that residence, provided: (a) They do not display or advertise their business on or within the Property; (b) working there does nothing that disturbs or annoys Members; (c) does not have work associates working on the Lot regularly on a part-time or full-time basis; and (d) working on the Lot does not bring more visitors or vehicles onto the Property than commonly come to those Lots where no business or Professional activity at all is conducted.

Section 8. Principal Structure. No building (other than an appurtenant structure conforming to all sections of this Declaration) shall be erected, altered, placed, or permitted to remain on any Lot unless it is a detached, single-family dwelling. The floor area of the principal structure (single-family residential dwelling) shall be not less than 2,000 square feet for a one-story dwelling nor less than 2,500 square feet for a bi-level or a two-story residence (with all such minimum floor areas to be computed exclusive of porches, garages and breezeways). The above ground living area (AGLA) is as determined by the Lake County Assessor. Not more than one single-family dwelling shall be erected on any Lot, and all principal structures shall have attached, or appurtenant garages constructed at the same time as the principal structure.

Section 9. Appurtenant Structures. The roofs and other parts of all appurtenant structures erected, altered, placed or permitted to remain on any Lot shall be of the same material and of the same general design as the principal structure. All garages shall be not less than a two (2) car garage, shall not exceed one (1) story in height and shall either be attached to the principal structure or no closer than thirty (30) feet to any lot line. One tool or storage shed per lot may be constructed provided it is a single story non-metallic and no larger than fourteen (14) feet by sixteen (16) feet.

Section 10. Height and Location of Improvements. With the exception of post-lights, no principal or appurtenant structure's height shall exceed 35 feet as measured from the top of foundation of the first floor. Flag poles are allowed up to 35 feet.

Section 11. Location of Structures. No principal, appurtenant or permanent structure shall be located or allowed to remain: (a) Within front yard, side yard or back yard setback limits of any Lot as shown on the Plat or stated in Lake County regulations; or (b) Nor shall any such structure be located closer than thirty-five (35) feet from the nearest part of any easement created for utilities, drainage or water retention, unless a variance or permission is granted by the Lake County Building Department and approved by the Association.

Section 12. Loading Construction and Excavation Vehicles. All construction and excavation vehicles, unless rubber-tired, shall be loaded and unloaded from the carrying trailer only within the boundary lines of the Lot on which such construction or excavation is to occur or public roadway adjacent to the Lot.

Section 13. Temporary Structures. During the time period while the principal structure is being constructed, temporary structures incidental to such construction work may be placed and allowed to remain on the Lot where such work is occurring for use by the construction workers. No temporary residential structure, (such as a tent, shack, trailer, cabin, barn, shed, storage unit or garage), shall be erected, placed or allowed to remain on any Lot, either prior to construction of the principal residence or at any other time.

Section 14. Driveway and Parking Area Construction. No principal structure shall be constructed on any Lot unless in conjunction with it, there is constructed an improved designated driveway as described hereafter. The improved driveway shall be at least eight (8) feet in width; shall run from the paved portion of the road to the building line; and shall have sufficient area to park at least two automobiles in addition to those regularly kept on the Lot. A culvert, if required, shall be installed across the path of the driveway before the latter is constructed, and the size, length and materials of the culvert shall meet the standards specified by the approved construction plans, Lake County or the Wauconda Township Highway Commissioner. The driveway shall be located and constructed so that it does not obstruct or alter the course or carrying capacity of any drainage ditch that may parallel the public roadway.

Section 15. Fences. No fences shall be built or placed other than entry gates or landscaped corner pieces.

Section 16. Sight Distance Protection at Intersections. No hedge, shrub, tree planting or other visual obstruction shall be placed or permitted to remain on any Property corner Lot within the triangular area formed by the two roadway edge lines and a line connecting them at points twenty feet from the intersection of the two curb lines. The corner Lots are Lots 20 and 25.

Section 17. Antenna/Satellite. Owners shall install and maintain satellite dishes in accordance with the FCC Regulations and the Rules and Regulations duly adopted by the Board. Generally, owners shall not be permitted to install or erect a satellite dish on the Common Areas of the Association without the approval of the Board, except that owners shall be entitled to install such devices on the roof, in accordance with the Rules and Regulations established by the Board.

Section 18. Parcels not Corresponding to Platted Lots. No Lot or Lots shall be re-subdivided to provide a separate lot or lots of less than 80,000 square feet each. Nothing contained herein shall be construed to prevent anyone owning and/or erecting improvements on and/or residing on a parcel of land within the Property which parcel consists of multiple whole platted Lots, or one whole platted Lot together with one or more fractions of other Lots, or fractions of several Lots, or some combination of these, provided that no principal residence shall be erected, placed or allowed to remain on any parcel which does not contain at least 80,000 square feet. Any Lot shown in the Plat, containing less than 80,800 square feet, remains acceptable.

Section 19. Swimming Pools. No swimming pool shall be erected, placed or allowed to remain closer than fifty (50) feet from any boundary of the Lot on which it is located and are subject to the rules and regulations of Lake County.

Section 20. Single-Family Use. No Lot shall be used or occupied by other than a single family and any family personnel.

Section 21. Construction Arrangements. No building may be occupied or used until fully completed. When the construction of any building is once begun, work thereon must proceed diligently and completed within one (1) year. For the purpose of constructing a principal residence or permanent structure by a contractor, construction activities are allowed from 7:00am to 6:00pm Monday through Saturday; construction activities are not allowed on Sundays; construction vehicles are not allowed to be operated outside the aforementioned times.

Section 22. Signs. No signs of any character shall be displayed or placed on any part of any Lot or house except Association meeting notices, Valentine Lake Estates community events, temporary celebratory signs, and for sale signs.

Section 23. Encroachment on the Lake. No structure shall be constructed, nor any fill used to extend the above-water portion of any waterfront Lot further into the Lake.

Section 24. Review of Property Improvements. The prior written approval of the Board shall be obtained before any principal structure, appurtenant structure, driveway or other improvement is constructed or placed on any Lot or Lots. Before any alteration (other than repair or maintenance) of any existing improvement is made, the prior written approval of the Board shall be obtained unless the alteration will not affect the exterior of the improvement. Such Board

approval is required before any exterior wall, well, shed, garage, breezeway, garden shed, barn or other outbuilding is constructed, placed or altered and are subject to the rules and regulations of Lake County.

ARTICLE III

The property shall be held, sold and conveyed subject to these provisions which shall run with the Property and be binding on all parties having any right, title or interest in the property or any part thereof, and on the heirs and assigns of such parties as herein provided:

Section 1. Membership and Voting Rights.

a. Identity of Owners. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, shall be a member of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation are not members, however. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

b. One Class of Members. There shall be one class of members. Members consist of all Owners of Lots within the Association.

c. Voting. One vote shall be cast per Lot. If, with respect to a particular Lot, there is more than one (1) member who holds an interest in that Lot, the one (1) vote for that Lot shall be exercised as those members determine among themselves.

Section 2. Covenant for Assessments.

a. Nature of Assessments. Two (2) kinds of assessments are authorized: Annual and special. Annual assessments are levied each year. Special assessments may be levied from time to time.

All two (2) types of assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall be: (1) A charge on the land and a continuing lien on the property assessed, and also (2) the personal obligation of the person or persons owning the assessed property at the time the assessment fell due (or the beneficiary (ies) of any land trust holding title to assessed property) . The personal obligation for delinquent assessments shall pass to successors in title.

b) Purposes of Assessments. Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and to accomplish the duties and obligations of the Association.

c) Limits on Annual Assessments. The Board of Directors shall fix the amount of each year's annual assessment. The amount of annual assessment shall be elected by Members, the maximum limit shall be the prior year 's annual assessment plus fifteen percent (15%). However, these maximums may be exceeded if this is approved by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

d) Special Assessments for Capital Improvements. In addition to the annual assessments

authorized above, the Association may levy special assessments from time to time for the purpose of defraying, in whole or in part, the cost of any litigation or the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

e) Notice and Quorum for Any Action Authorized Under Subsection (d). Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 5 nor more than 60 days before the date of the meeting, or in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than 20 nor more than 60 days before the date of the meeting, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of membership shall constitute a quorum.

f) Uniform Rate; Monthly Collection; Pro Ration. Both annual and special assessments shall be levied only on Lots within the Association. They shall each be fixed at a uniform rate for all Lots thus owned. They each may be collected on a monthly basis. If a Lot as shown on the Final Plats, shall be re-subdivided and notice given to the Association in writing, the assessment amount for that Lot shall be allocated pro rata among the owners of that Lot on the basis of their respective shares of the total square footage on the original Lot. The first annual assessment shall be prorated according to the number of months remaining in that calendar year when such transfer occurred.

g) Fixing Amount of Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

h) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at fifteen percent (15%). The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. All costs incurred by the association in collection shall be paid by the owing member. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot.

i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or from the lien thereof.

j) Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Illinois shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling or commercial use shall be exempt from said assessments liability for the assessments provided for herein by abandonment of their Lot.

Section 3. Other Duties of Members.

a) Utility Easements. Each owner of a Lot or portion of a Lot on which the Final Plats shows a utility easement shall perform the following duties with respect to such easement located on owner's land: Maintain the surface area of such easement; keep grass and weeds cut; keep the area free of trash and debris; take such action as may be needed to minimize or eliminate surface erosion. Except with respect to those improvements located in the easement as to which maintenance responsibility lies with a utility company or public authority, the Lot owner shall maintain all improvements located within the easement area.

b) Member Duties: If any owner shall fail to perform their duty under this Section despite thirty (30) days' written notice from the Association, the Association may perform that duty and bill the owner for the cost of its performance. If that bill is not paid within thirty (30) days after presentation, the unpaid balance, plus costs, late charges, interest and a reasonable attorney's fee shall be a charge on the owner's Lot, as well as a personal obligation of the owner, and the Association may foreclose this lien and/or recover on this personal obligation by the same procedures appropriate for assessment collections.

ARTICLE IV

Section 1. Duties of the Association. In consideration of mutual covenants and obligation herein stated the Association agrees to perform the following duties for the benefit of Members:

- a) Fix the amount of annual assessment and give notice of the same and take necessary steps to collect the same.
- b) Enforce the restrictions of this Declaration on persons bound by them.
- c) Enforce the affirmative duties of this Declaration on persons owing such duties.

ARTICLE V

Section 1. Lake Restrictions. No member shall violate the following restrictions on use of the lake, nor permit those in his household or his visitors to do so:

- (a) Operate a combustion-powered boat, ski or other motor-powered craft, or any boat over seventeen (17) feet in length on the lake;

- (b) Place or allow to remain in the lake, a swimming raft;
- (c) No buoys or moorings will be permitted.

Section 2. Rules and Regulations. The Association may adapt rules and regulations amending and/or supplementing these lake use provisions, in an effort to achieve and maintain reasonable and proper lake use and/or to cooperate with government bodies and lakefront owners of property other than the property in a common set of rules governing use of the lake in a tranquil manner. The Association also may adopt other rules and regulations for the benefit of all owners to preserve and enhance the health, safety, welfare and value of the owners and the Property. Any such rules and regulations adopted by the Association shall be enforceable as if contained in this Declaration.

ARTICLE VI

Section 1. Standards for Approvals of Alterations and Improvements. The standard to be applied by the Board in passing on the application for any improvement/alterations to the dwelling houses or the Lots shall be as provided in this Section. The Board shall approve the application if, but only if: (1) the work is accurately shown on the plans submitted; (2) are in total conformity with this Declaration; (3) are in total conformity with the rules and regulations of Lake County and required governmental agencies (if applicable), except with respect to those expressly enumerated items as to which variances will be sought (the Board to be kept informed of the status of such variance pursuits and to be furnished, in advance of construction, revised proposed plans in the event variance is denied; (4) (in the opinion of the architect) are architecturally sound both with respect to engineering and aesthetics; (5) (a) (in the opinion of the architect) are compatible with surrounding structures; and (b) the Board shall determine that the proposed work, in the judgment of the Board; (6) Violates no provision of the rules and regulations of Lake County and no provision of this Declaration of which the Board is aware; and (7) is aesthetically satisfactory and compatible with surrounding styles and structures.

Section 2. Minor Discrepancies Between Proposals and the provisions of this Declaration. If the proposed plans submitted to the Board for approval reveal a prospective violation of a provision or provisions of this Declaration, the Board may, in its sole discretion, waive the violation and approve the application despite the violation. The Board may not grant such a waiver unless it is satisfied that the purpose for which the restriction was imposed is nonetheless satisfied. No such waiver shall be granted unless the Board, prior to such waiver, shall have given thirty (30) days prior notice in writing of the proposed waiver to all owners of Lots within one hundred feet of the Lot on which the work is to occur, with opportunity for those receiving notice to comment to the Board before a final decision to waive is made. Every waiver granted shall be reported in full to the members of the next annual meeting.

Section 3. Work Not Requiring Board Approval. All construction and all alterations of structures (other than maintenance and repair) on the Property shall require the approval of the Board, in advance, if the work will affect the exterior appearance of any part of any Lot or of any structure on it. Work that will not thus affect exterior appearance shall not require Board approval.

Section 4. Plans to be Submitted. Applicants shall submit to the Board in support of their proposals for construction or alterations, such plans concerning site and structure as they deem necessary for understanding the proposals. The Board may require such additional (or more detailed) plans and/or specifications as, within reason, it deems necessary to pass upon a particular application.

Section 5. Failure of Board to Act. If the Board has not notified the applicant in writing or disapproval (in whole or in part) of his proposal within thirty (30) days of the final application date, the Board shall be deemed to have approved the proposal in full. The final application date is the date when the Board shall have received the applicant's written proposal, such plans as the applicant has submitted in support of the proposal (unless waived), an architect 's certificate that conforms to this Article (unless waived), and such further plans and/or specifications as the Board may have requested in writing within thirty (30) days of its receipt of the plans submitted by the application.

ARTICLE VII

It shall be the responsibility of the Association to preserve and maintain the Stormwater Detention Facilities and Improvements (also, all on-site facilities and areas necessary for the management of stormwater as appears more fully on the Plat of the Property) - specifically including Out Lot B. Each property owner shall bear their proportion of responsibility and cost for the continued maintenance, operation and preservation of the Stormwater Detention Facilities and Improvements, both on the surface and underground, and the preservation of any hydraulic characteristics thereof. Out Lot B, as designated on the Plat, is strictly limited to usage as and for pedestrian access (ingress and egress) to the lake (drainage easement) and for storm drainage purposes only and for no other purpose.

Maintenance responsibility of such improvements and maintenance responsibility shall be the responsibility of the Association. All on-site detention improvements shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit their use and function for the management of stormwater.

All Woodland Areas shall be maintained, protected and preserved in their natural state in perpetuity and cannot be developed, cleared, or used for buildings or structures and can only be used in such a manner that the natural resources thereon are not damaged or destroyed. Maintenance of Woodland Areas shall consist of and be limited to removal of litter or junk foreign to a woodland area, invasive vegetative species and the removal of diseased or dead trees.

The owner shall be responsible for the maintenance of all Woodland Areas (also, the areas on those lots specified on the Plat, the wooded vegetation on which shall be maintained, preserved, protected and left undisturbed except as therein set forth (also, Open Space for the Protection of Natural Resources). Upon the sale of any lot containing a Woodland Area, the maintenance, preservation and protection of such area shall become the responsibility of the owner of such lot. All Woodland Areas shall be maintained, protected and preserved in perpetuity. The deed of each

owner of a lot containing a Woodland Area shall state the owner's liability for maintenance, preservation and protection of such area.

ARTICLE VIII

The covenants and restrictions may be enforced by any proceeding at law or in equity, either to restrain violation or to cover damages, by the Association, any owner or Lake County, against any person(s) violating or attempting to violate any covenant or restriction. Legal fees incurred by the Association caused by legal actions shall be paid by the damaging party.

The duly designated officials and employees of Lake County are hereby granted an easement to enter upon, on and over areas of onsite detention improvements, and Woodland Areas for the purpose of inspecting such areas to determine whether the improvements and systems which constitute same have been and are being properly maintained in conformity with this Declaration and the applicable ordinances and regulations. If it is determined that the facilities are not in conformity with applicable restrictions, ordinances and regulations, Lake County shall give the Association written notice of such determination.

Further, Lake County shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association, although notice shall not be required in the event that Lake County determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare or will result in irreparable harm or damage to the Woodland Areas. If the Association, or in the case of Woodland Areas, the owner, fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, Lake County shall have the right to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the on-site detention improvements or the natural resources and character of the Woodland Areas. If Lake County is required to perform such service, it shall be entitled to complete reimbursement by the Association or in the case of a woodland area, the owner. The easement described in this section is an easement appurtenant, running with the land; it shall at all times be binding upon the owner, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

ARTICLE IX

This Declaration may be amended by a vote of the majority of the Members provided any such provision for amendment states that amendments to all covenants or restrictions applicable to the stormwater detention facilities and improvements are expressly prohibited if the result would in any manner diminish their function of insuring compliance with all ordinance requirements concerning these improvements, and that the responsibility for continued maintenance, operation and protection of said facilities and Woodland Areas shall not be abrogated by such amendment.

ARTICLE X

Anything contained herein to the contrary, notwithstanding, Association reserves the right to add contiguous parcels of land to the scheme of this Declaration and subject it to the jurisdiction of the Association with the approval of the majority members of the Association.

ARTICLE XI

Section 1. Severability. Invalidation of any one or more of the covenants herein by any judgment or Court Order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Section 2. Waiver. The failure by the Association or any owner or Lake County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Association further reserves the right at any time to record a Special Amendment to conform the terms of this Declaration to the reasonable requirements of any institutional lender or to correct clerical or typographical errors or to clarify conflicting provisions of this Declaration for property presently bound by or added in the future in accordance with the right of Association to so do.

Signed this 19th day of June, 2021.



President

Attest:



Secretary

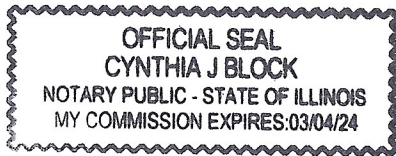
AFFIDAVIT OF PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Claus Dunkelberg, being first duly sworn on oath, depose and state that I am the President of the Board of Directors for the Valentine Lake Estates Home Owners Association and as such President and keeper of the books and records of said Association. I further state that the foregoing amendment was approved by at least a majority of the members at a meeting of the members duly noticed and convened and held for that purpose on JUNE 9, 2021 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect.

Claus Dunkelberg
President of the Valentine Lake Estates
Home Owners Association

SUBSCRIBED AND SWORN to
before me this 19th day
of June, 2021



Cynthia J. Block
Notary Public

EXHIBIT A

PHASE II PLAT

3242575

3242575

11.16.92

VALENTINE LAKE ESTATES

CONVENTIONAL SINGLE FAMILY SUBDIVISION
PHASE II

CORNER OF THE SW 1/4 OF THE SECTION 13-44-N-9-E-3RD P.M.

EASEMENT PROVISIONS
An easement for serving the subdivided property with electric and communications service is hereby reserved and granted to
Commonwealth Edison Company
and
Illinois Bell Telephone Company, Grantee,
their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Easement", and the property designated on the plat for streets and alleys together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over "Easement" facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of grantee. After installation of any such facilities the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

An easement is hereby reserved and granted to **NORTHERN ILLINOIS GAS COMPANY**, its successors and assigns, in all platted "Easement" areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such "Easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

CORNER OF THE SOUTH 2 RODS OF THE SECTION 13-44-N-9-E-3RD P.M.
N. 89° 48' 40" W. 1313.18
S. 89° 48' 40" E. 1255.01
E. 25.00 ARC 39.50
S. 89° 48' 40" E. 1255.01

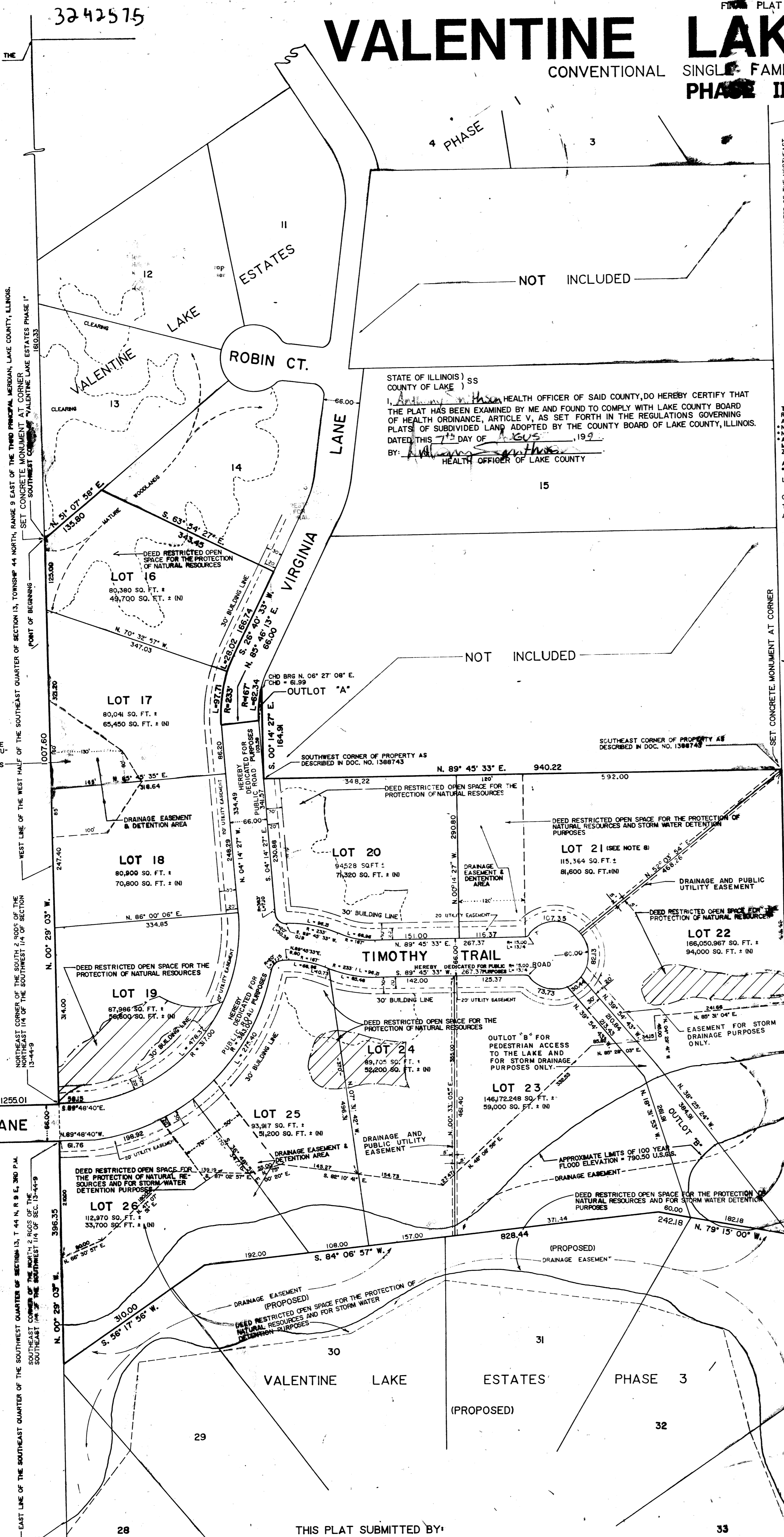
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PLAN DATA
TOTAL AREA = 1,370,741 SQ. FT.
R.O.M. AREA = 19,994
AREA IN OUTLOTS = 33,891 SQ. FT.
NET AREA = 1,340,894
NUMBER OF LOTS = 11
AVERAGE LOT SIZE = 124,772 SQ. FT.
MINIMUM LOT SIZE = 80,041 SQ. FT.
ZONING = RESIDENTIAL CONSERVATION - SUBURBAN EDITION
AREA IN FLOOD PLAIN = 3,037 ACRES
OUTLOT A & B ARE NOT INCLUDED
LINEAL FEET OF ROAD = 2800
GROSS SITE DENSITY = 0.35 DU/ACRE
TOTAL AREA IN OPEN SPACE = 9,210 ACRES
AREA IN BUFFER & DETENTION = 162,000 SQ. FT.

NOTES CONT.
1) (1) FINISHABLE FLOOR INCLUDING BASEMENT FLOOR, SHALL BE BUILT LOWER THAN 2.00 FEET ABOVE HIGH WATER OR 70.50 U.S.G.S.
11) THE AREA DESIGNATED AS A DRAINAGE EASEMENT & A DEED RESTRICTED OPEN SPACE FOR THE PROTECTION OF NATURAL RESOURCES AND FOR STORM WATER DETENTION PURPOSES THAT LIES OUTSIDE THE ABOVE LEGALLY DESCRIBED PROPERTY IS PROPOSED ONLY.
12) BECAUSE OF THE PRESENCE OF UNSUITABLE SOILS AND DEED RESTRICTED OPEN SPACE FOR THE PROTECTION OF NATURAL RESOURCES AND FOR STORM WATER DETENTION PURPOSES, LOTS 24, 25 AND 26 MAY NOT HAVE LARGE ENOUGH AREAS TO ACCOMMODATE PRIMARY SEPTIC FIELD AND 100 PERCENT EXPANSION FIELD FOR A LUXURY SIZE ORGATE HOUSE (3,000 SQ. FT.) HOUSE AS A RESULT IT MAY BE NECESSARY TO PLACE HOUSES WITH SMALLER SQUARE FOOTAGE AND A REDUCED NUMBER OF BED ROOMS. THESE LOTS 24, 25 AND 26 WILL FIT.
13) THE COVENANTS AND RESTRICTIONS AND AGREEMENTS WERE RECORDED ON 11/16/92 AS DOCUMENT NO. 230-1119-00 IN LAKE COUNTY, ILLINOIS!
14) (N) NET BUILDABLE LOT AREA.

STATE OF ILLINOIS)
COUNTY OF LAKE)
I, Edward J. Jansz, REGIONAL SUPERINTENDENT OF SCHOOLS, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT ALL AGREEMENTS AND REQUIREMENTS REQUIRED BY ARTICLE "X" OF THE LAKE COUNTY SUBDIVISION ORDINANCE HAVE BEEN REACHED AND MET BY THE SUBDIVIDER OR DEVELOPER. I HAVE ON FILE A LETTER FROM THE AFFECTED SCHOOL DISTRICT STATING THE TERMS OF SUCH AGREEMENTS OR CONDITIONS BY WHICH THE REQUIREMENTS OF ARTICLE "X" HAVE BEEN MET.
DATED THIS 11th DAY OF November, 1992
BY: Edward J. Jansz
REGIONAL SUPERINTENDENT OF SCHOOLS

STATE OF ILLINOIS)
COUNTY OF LAKE)
I, Frank Gossell, HIGHWAY COMMISSIONER OF THE TOWN OF WAUKEMAN, DO HEREBY CERTIFY THAT ALL MATTERS PERTAINING TO THE HIGHWAY REQUIREMENTS AS DESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE COUNTY BOARD OF LAKE COUNTY, ILLINOIS, HAVE BEEN COMPLIED WITH.
DATED THIS 21st DAY OF July, 1992
BY: Frank Gossell
HIGHWAY COMMISSIONER

STATE OF ILLINOIS)
COUNTY OF LAKE)
APPROVED THIS 16th DAY OF November, 1992, LAKE COUNTY PLAT COMMITTEE.
BY: Elmer J. Anderson, PLAT OFFICER.

STATE OF ILLINOIS)
COUNTY OF LAKE)
APPROVED 16th DAY OF November, 1992, AT Waukegan, ILLINOIS.
BY: Marion A. Buckler, COUNTY ENGINEER.

STATE OF ILLINOIS)
COUNTY OF COOK)
I, ARTHUR R. OLSON, AN ILLINOIS REGISTERED LAND SURVEYOR WITH OLSON, CIORBA, SHANE AND COMPANY, LAND SURVEYORS, DO HEREBY CERTIFY THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED AND SUBDIVIDED UNDER MY DIRECT SUPERVISION IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN AND IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT. I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS WITHIN FLOOD ZONE "A" & "C" AS DEPICTED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY-PANEL NUMBER 170357 0120B, EFFECTIVE DATE OF NOVEMBER 3, 1982. IRON PIPES WILL BE PLACED IN THE GROUND IN ACCORDANCE WITH APPLICABLE ORDINANCES OF LAKE COUNTY, ILLINOIS, AFTER STREETS ARE GRADED AND PAVED OR WITHIN 18 MONTHS AFTER RECORDING OF THIS PLAT, WHICHEVER SHALL OCCUR FIRST.
SIGNED AT WHEELING, ILLINOIS, THIS 5th DAY OF DECEMBER, 1991.
BY: Arthur R. Olson
ILLINOIS REGISTERED LAND SURVEYOR NO. 35-2232.

NOTES
1) ALL BEARINGS ARE BASED ON A LOCAL COORDINATE SYSTEM.
2) 3/4" IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED HEREON.
3) ALL ROADS AS SHOWN ON THIS PLAT ARE "HEREBY DEDICATED".
4) [Hatched] DESIGNATES SLOPES WITHIN NATURAL RESOURCES AREA.
5) DEED RESTRICTED OPEN SPACE FOR THE PROTECTION OF NATURAL RESOURCES AND FOR STORM WATER DETENTION PURPOSES ARE AS SHOWN IN ENGINEERING DRAWINGS, NOT GUARANTEED.
6) NORMAL WATER LEVEL IN FLOOD PLAIN = 793.2 (VARIES SEASONALLY) HIGH WATER LEVEL IN FLOOD PLAIN = 790.50 U.S.G.S.
7) WATER ELEVATIONS, LENGTH OF ROAD, GROSS SITE DENSITY, OPEN SPACE AREA AND BUFFER & DETENTION AREA ARE AS PROVIDED.
8) NOT APPLICABLE.
9) THERE IS NO RECORD OF THE RIGHT-OF-WAY FOR GARLAND ROAD.
NOTES CONTINUED ELSEWHERE HEREON.

THIS PLAT SUBMITTED BY:
NAME: Arthur R. Olson
ADDRESS: 925 N. MILWAUKEE WHEELING, ILL. 60090
DATE: Nov. 16, 1992

REVISIONS: 2/14/92 REVISION 4/18/92 K.J.C. REVISION 5/18/92 REVISION 7/14/92 REVISION 9/10/92
PROJECT NO. 1823 FILE NO. 780-M