

FOWLER FARM ESTATES

Recorded As Document Number _____

SYCAMORE, ILLINOIS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RESERVATIONS, GRANTS, EASEMENTS, LIENS AND CHARGES**

This Declaration is made this _____ day of _____, 2019, by **Steven G. Glasgow, as Trustee of the Steven Glasgow 2014 Living Trust, under trust agreement date 01/31/2014**, hereinafter together called "Declarant".

RECITALS:

A. Declarant is the owner of the real property described in Exhibit "A", attached to and made a part of this Declaration (hereinafter "Property"); and

B. Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A, to the covenants, conditions, restrictions, reservations, grants, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, grants, easements, charges and liens (sometimes hereinafter collectively referred to as "Covenants") as more fully hereinafter set forth, in addition to any easements, covenants or restrictions as may appear on any recorded plat of subdivision of

the Property.

ARTICLE I

Declaration

Declarant, for himself, his successors and assigns, hereby declares:

- (1) That the Property and any portion thereof is and at all times shall be held, transferred, sold, conveyed and occupied subject to the Covenants hereinafter set forth.
- (2) That each provision of the Covenants shall:
 - (a) exist at all times hereafter among all parties having or acquiring any right, title or interest in any portions of the property subject to this Declaration;
 - (b) be binding upon and inure to the benefit of each owner; and
 - (c) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto;

ARTICLE II

General Provisions of this Declaration

This Property shall be and is hereby made subject to the Covenants to insure the proper, tasteful and consistent development of Fowler Farm Estates and every part thereof; to protect each property owner therein from improper use of surrounding lots as may depreciate the value of his property; to guard against the erection thereon of buildings built of unacceptable design or unsuitable materials; to insure adequate and reasonable development of the Property; to encourage the erection of original designs and attractive

improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain property setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

Property

SECTION 1. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Sycamore, DeKalb County, Illinois, and is legally described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

ARTICLE IV

Declarant shall establish a Homeowners Association, and owners of all lots comprising the Property will be members. When so established, Declarant shall establish the by-laws of such association. Association fees will be as established from time to time by the Association's Board of Directors.

ARTICLE V

Architectural and Landscape Control

SECTION 1. APPOINTMENT OF DESIGN REVIEW COMMITTEE. The Association shall have a Design Review Committee consisting of the Declarant and his appointees. The Declarant shall initially appoint the members of the Design Review

Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Design Review Committee until each Lot located in the Property has been improved with a dwelling. Thereafter, members of the Design Review Committee shall be appointed by a majority of owners. Persons appointed to the Design Review Committee, other than those persons appointed by Declarant, must be owners or satisfy such other requirements as may be set forth in the Design Guidelines. Declarant voluntarily may (but shall not be required to) permit the owners to appoint one or more owners of the Design Review Committee at any time.

SECTION 2. PLAN. The plans and specifications submitted to the Design Review Committee must be adequate to allow the Design Review Committee to make a determination of compliance with the matters set forth in this Article and the Design Guidelines.

SECTION 3. DESIGN GUIDELINES. The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines, hereinafter referred to as the "Design Guidelines", which the Design Review Committee may, from time to time in its sole discretion, amend, repeal or augment. The Design Guidelines are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Owners and other Persons as if expressly set forth herein. A copy of the current Design Guidelines is available from the Declarant, and shall at all times be available, upon written request, from the Design

Review Committee.

SECTION 4. NONLIABILITY FOR APPROVAL OF PLANS. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, and such approval shall not constitute approval for engineering design or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Design Review Committee, nor the members thereof, nor any owner, nor the Declarant or any professional consultant engaged by the Design Review Committee, assume any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, nor any member thereof, nor the Declarant shall be liable to any owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development, or manner of development of any property within Fowler Farm Estates; or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by such party, was taken in good faith. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances

or regulations, including, but not limited to, zoning ordinances and building codes.

SECTION 5. ASSIGNABILITY. The functions of the Design Review Committee under this Article shall be assignable at the sole discretion of the Design Review Committee.

ARTICLE VI

General Requirements and Restrictions

SECTION 1. SINGLE FAMILY USE. No building shall be erected on any lot except one dwelling designed for residential occupancy by a single family. No accessory buildings or structures shall be constructed, installed or maintained on any lot, except as permitted under the Unified Development Ordinance in effect at the time of the execution of this Declaration, for property situated in the R-4 Rural Residential District.

SECTION 2. SUBDIVISION OF LOTS. No lot shall be subdivided or re-subdivided to make smaller Lots, provided, however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining platted lot or two dwellings on three or more adjoining platted lots as shown on the Subdivision Plat.

SECTION 3. STRUCTURAL RESTRICTIONS. No structure shall be erected, maintained or permitted which contains a private garage for less than three motor vehicles. In no instance shall a dwelling of a design substantially the same as an adjoining dwelling in Fowler Farm Estates be permitted, except as approved by the Design Review

Committee.

SECTION 4. QUALITY OF STRUCTURES. All structures shall be constructed in accordance with applicable government building codes, and with more restrictive standards which may be required by the Design Review Committee or this Declaration.

SECTION 5. NUISANCES. No owner shall permit or suffer anything to be done or kept about or within his lot, or on or about the Property, which will obstruct or interfere with the rights of other owners or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance, or commit or suffer any illegal act to be committed thereon. Each owner shall comply with the Association rules, if any, the requirements of all health authorities and other governmental authorities having jurisdiction over the Property. No noxious or offensive activity shall be carried on, in or upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No noxious or offensive plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any lot.

SECTION 6. RADIO AND TELEVISION RECEIVERS. Radio or television transmission or receiving towers, antennae, receivers or other reception dishes are not permitted, except within the interior portion of a Dwelling or in accordance with the Design Guidelines, except a reception dish, not exceeding 20 inches in diameter may be

located in rear yard only, mounted not more than four (4) feet above ground level.

SECTION 7. GARAGING AND TEMPORARY STRUCTURES. Each automobile or stationery trailer, mobile home, recreational van/vehicle, truck and/or vehicle used for business purposes, or in the course of employment, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure shall be on the same Lot as the structure and shall be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed or maintained upon the Property by Declarant.

SECTION 9. SIGNS. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement thereon except "For Sale" signs which shall be promptly removed upon execution of a contract of sale of the subject dwelling lot, or as otherwise expressly permitted by Declarant, and "Builder identification" signs which are permitted until occupancy.

SECTION 10. FENCES. No fences are allowed in the front or side yards on any lot. No perimeter fence shall exceed four (4) feet in height, except with approval of Design Review Committee. Stockade fences are absolutely prohibited. A fence enclosing inground swimming pool as required by local government regulations shall not exceed six feet in height and shall be shielded by landscape material as and when required by the Design Review Committee. No other fence of any type shall be erected or maintained on

any lot, except in conformity with the Design Guidelines and as approved by the Design Review Committee.

SECTION 11. GARBAGE. No garbage or trash shall be kept, maintained or contained on any Lot in a manner to be visible from another lot. No incinerators shall be kept or maintained on any lot. No refuse pile, uncut grass or weeds, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a lot.

SECTION 12. SEPTIC SYSTEMS. The Owner of each building site shall install, maintain, and use a septic system for disposal of its sanitary waste. Such systems shall be constructed according to the requirements of the DeKalb County Health Department. Lots within the Property shall be exempt from the requirement to connect to the City's sewer service within 100' of a property boundary, and the City has amended its Section 8-4-4 B of the City's Municipal Ordinances to reflect this exception.

SECTION 13. WELLS. Each building site shall install, maintain, and use a drilled well for its water supply. Such wells shall be constructed according to the requirements of the DeKalb County Health Department. Lots within the Property shall be exempt from the requirement to connect to the City's public water supply within 250' of a property boundary, and the City has amended its Section 8-2-2 C of the City's Municipal Ordinances to reflect this exception. The City also has amended said

Section to permit the installation of private wells within the R-4 ** Zoning District. In addition to the wells mentioned above, Owners may install and maintain individual residential-sized wells for the sole purpose of maintaining water levels in any proposed water features and ponds. Said wells shall be installed and maintained in accordance with all federal, state and local standards, and shall be located, installed and maintained so as not to pose a threat to public health or safety.

SECTION 14. ROADS. Until such time as the City may determine otherwise, Brickville Road and Motel Road will be maintained as “rural roads”; that is the City shall not be required to upgrade to City standards for curbs, gutters, base, and topcoat, but may maintain existing road pavement width and ditches as they currently exist. Streets constructed within any development on the Property shall be privately maintained by the owner(s) of the land in the development in which such street is situated, and the minimum design standards for Rural Residential streets, as set forth in City’s Unified Development Ordinance shall apply.

Declarant shall construct and install the private roads as shown on the Plat of Subdivision, in accordance with the requirements of the Annexation Agreement, and City Codes, and thereafter, the Fowler Farm Estates Homeowners Association shall be responsible for the

care and maintenance of the roads, including snow removal, repairs, maintenance, and replacement.

SECTION 15. SAFE CONDITION. Without limiting any other provision in this Article, each owner shall maintain and keep his lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.

SECTION 16. CLOTHES DRYING AREA. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the dwelling to be constructed on each lot.

SECTION 17. NO OBSTRUCTIONS TO DRAINAGE. No owner shall erect, construct, maintain, permit or allow any fence, dam, barriers or other Improvement(s) or other obstruction which would interrupt normal drainage on the Property or within any area designated on a Plat or other binding document as a "drainage easement", except with the prior consent of the City of Sycamore and the Design Review Committee. Where there exists on a lot a condition of accumulation of storm water remaining over an extended period of time, the owner may, with the written approval of the Design Review Committee, take such action as may be necessary to remedy such condition, provided no

obstructions or diversions of existing storm water, drainage swales and/or channels over and through which surface storm water naturally flows upon or across any lot or lots shall be made by such owner in such a manner as to cause damage or increased accumulation on or to other Property or lots.

SECTION 18. NATIVE AREA STEWARDSHIP AND STORMWATER MAINTENANCE PLAN. A Native Area Stewardship and Stormwater Maintenance Plan (“the Stewardship Plan”) has been developed for Fowler Farm Estates. A copy of the plan is appended to these covenants as “Exhibit B.” Each Owner shall be responsible for compliance with the Stewardship Plan for the natural areas on private lots, with regard to such Owner’s lot. Declarant shall be responsible for the initial construction, installation, and plantings of the natural areas in stormwater detention basins, the natural areas in Galloway Court right-of-way, the natural areas on Lot 9, and the Eco-Grass Trail. After the initial construction, installation, and plantings, the Fowler Farm Estates Homeowners Association shall be responsible for all maintenance required by the Stewardship Plan.

SECTION 18. LOT APPEARANCE. No Owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Natural growth shall be kept trim and neat. Garbage shall be placed in receptacles provided therefor, and, if outside, shall be properly screened. Fuel tanks are prohibited, except as may be approved by the Design Review Committee. Tarpaulins and similar covering

materials are prohibited. There shall be no burning of refuse or building materials by an owner or his contractors.

No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred or maintained, on any lot, except as allowed under the City of Sycamore Unified Development Ordinance in effect at the time of execution of this Declaration, and in accordance with the Association rules, if any. No animals shall be kept, bred or raised within the Property for commercial purposes. In no event shall any domestic pet be allowed to run free, away from its owner's lot, without a leash or in any other manner as to create a nuisance.

SECTION 19. OTHER PROHIBITED MATTERS.

(B) No home occupation or profession shall be conducted on any lot except as may be authorized by a majority of the owners. Parking of commercial vehicles on any lot or adjacent parking area is prohibited. No owner shall permit anything to be done or kept on his lot which will result in the cancellation of insurance thereon or which would be in violation of the law. Further, no owner shall enter into a lease or rental agreement which would permit the use of the dwelling or lot by anyone other than the owner and others related to the owner by blood, marriage or adoption.

(C) No building shall be erected or enlarged unless there shall be a side yard of not less than ten and one-half (10-1/2) feet, extending across the full length of the lot between each side lot line and the nearest building line of the building.

SECTION 17. EASEMENTS RESERVED WITH RESPECT TO LOTS.

Declarant reserves for himself, his successors and assigns, easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such rights as follows:

(A) Utility and drainage easements as shown on any recorded Plat of the Property, except that if any Plat fails to establish easements for such purposes, a 5foot wide easement contiguous with the perimeter of all lots is reserved for drainage and installation and maintenance of utility facilities, and incidental usage related thereto;

(B) Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement; any damage caused by the user of the easement shall be repaired and restored by such user;

(C) Prior to commencement of construction upon any lot, Declarant, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of offensive underbrush removal and/or pest control. No such entry shall be deemed a trespass;

(D) No owner shall have any claim or cause of action, except as herein provided, against the Declarant, its successors, assigns, or licensees, and/or any professional consultant, arising out of exercise or nonexercise of any reserved easement except in cases of willful or wanton misconduct.

SECTION 18. UNDERGROUND WIRING. No above ground

communication, electric or television lines or cables shall be permitted to be placed anywhere in the Property, other than within dwellings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

SECTION 19. MAINTENANCE OF PARKWAYS. Owners of lots in the Property shall be responsible for the maintenance of parkways, if any, located between their lot lines and the edges of street pavements on which said lots face.

SECTION 20. DEVIATIONS BY AGREEMENT WITH DECLARANT OR ITS SUCCESSORS OR ASSIGNS. Declarant, or his successors or assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants and Restrictions set forth herein, provided there are practical difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular Covenant or Restriction involved, or any other Covenant or Restriction as to the remaining Property.

SECTION 21. No Owner nor any successor in interest to Owner, may bring any action for public or private nuisance or trespass arising out of or as a consequence of noise or sound emissions resulting from the normal use of the firearm range. The Property is subject to an Easement Agreement with the Sycamore Sportsmen's Club. The Easement Agreement

includes the following provisions:

The SPORTSMEN'S CLUB has been granted the following perpetual easement:

A. Permission to discharge a lawfully permitted firearm on the SPORTSMEN'S CLUB Parcel solely for the purpose of taking any of the species protected by statute (520 ILCS 5/2.33(u)) while

(1) hunting with gun or dog as said activity is lawfully defined for purposes of the above referenced statute, within 300 yards; and/or,

(2) trapping, hunting with bow and arrow, hunting with dog and shotgun using shot shells only, or hunting with shotgun using shot shells only, as those activities are respectively defined for purposes of the above referenced statute, within 100 yards;

of any inhabited dwelling that exists presently or might in the future be constructed or placed on the GLASGOW Parcel

B. Permission for the entry onto and across the GLASGOW Parcel for the limited purpose of (1) retrieval of any dead or wounded animal, and/or (2) the retrieval of any dog on the GLASGOW Parcel provided that such entry does not result in damage to any personal property, structure, fixture, landscaping, or other improvement located thereon.

C. In no way is this easement to be construed to mean the granting of permission to hunt or trap on the GLASGOW Parcel itself. Any easement for access or entry is granted only as to the limited purpose of animal retrieval as outlined in Section 1-B above.

D. The permission granted by virtue of this easement agreement shall only extend to those activities expressly within the scope of the above referenced statute. This easement agreement shall not be interpreted to permit any activity adjacent to or upon the GLASGOW Parcel that is not expressly described herein.

E. This easement is not unlimited and shall be restricted as follows: said easement is granted ONLY to use by:

- Members of the Sycamore Sportsmen's Club (or to their guests if accompanied by a Member) acting according to the rules and regulations thereof;

- who are otherwise complying with all federal, state and local laws relating to the carrying, possession and use of firearms and the hunting or trapping of wildlife; and,

- who are hunting or trapping on the SPORTSMEN'S CLUB Parcel.

Section 2. Easement as to noise/covenant not to sue

Glasgow hereby grants to the Sportsmen's Club the following perpetual easement:

- A. Permission to discharge a lawfully permitted firearm on the SPORTSMEN'S CLUB for target shooting, trap or skeet, including shotguns, rifles, pistols and other firearms as permitted by the Special Use Permit issued by the County of DeKalb, Illinois, or any other governmental authority, notwithstanding whatever noises at whatever decibel levels may result.
- B. Glasgow and his successors in interest as owners of the Glasgow property, or any portion thereof, waive any and all right to bring any action to stop or prevent the uses lawfully permitted by any such Special Use Permit. Furthermore, Glasgow and his successors in interest agree that any person bringing any such action shall indemnify the SPORTSMEN'S CLUB from any and all court costs and attorney fees incurred by SPORTSMEN'S CLUB in defending any such action, provided that SPORTSMEN'S CLUB is successful in such defense.
- C. Glasgow and his successors in interest as owners acknowledge that the noises that may emanate from the Sportsmen's Club may startle or disturb livestock, including horses, and may cause livestock to run, jump, buck or otherwise respond in a dangerous or unusual manner, with potential for injury or damage to such livestock, and to persons and property near such livestock. Glasgow and his successors in interest as owners of the Glasgow Parcel, or any portion thereof, for themselves, and their guests, invitees, and licensees, waive any and all right to bring any action for damages to person or property that may result from livestock response to a noise emanating from the Sportsmen's Club or its property (provided that such noise is not a result of unlawful activity). Furthermore, Glasgow and his successors in interest agree, for themselves, and their guests, invitees and licensees, that any person bringing any such action shall indemnify the Sportsmen's Club from any and all court costs and attorney's fees incurred by Sportsmen's Club in defending any such action, provided that Sportsmen's Club is successful in such defense.

This agreement in no way diminishes, and the signers of this easement acknowledge on behalf of themselves and all successors and assigns in perpetuity, the immunity granted pursuant to the Illinois Premises Liability Act, (as found at 740 ILCS 130/5), to the SYCAMORE SPORTSMENS CLUB, its members, and the SPORTSMEN'S CLUB Parcel, from any civil or criminal liability as a consequence of noise or sound emissions resulting from the normal use of the firearm ranges on the SPORTSMEN'S CLUB Parcel.

Furthermore, this agreement will survive any repeal or amendment of the immunity granted to the SYCAMORE SPORTSMENS CLUB, its members, and the SPORTSMEN'S CLUB Parcel pursuant to the Illinois Premises Liability Act, (as found at 740 ILCS 130/5), it being the intent of both parties that this agreement shall be binding on both parties regardless of any said repeal or amendment.

Section 3. Drainage Matters.

The parties understand, acknowledge and agree that upon any development of the Glasgow Parcel, the developer will be required by the City of Sycamore to construct and install facilities to control stormwater in accordance with the applicable laws, ordinances, and regulations. Glasgow agrees, for himself and his successors in interest, that the facilities shall be designed to control stormwater as so

required, but also, within reason and subject to the vagaries of climate and weather, to allow the waters that may drain from the Glasgow Parcel to the Sportsmen's Club Parcel to be maintained in such volume as to allow the water levels in the ponds at Sportsmen's Club to be maintained at present levels. Sportsmen's Club agrees to cooperate with Glasgow and his successors, and permit access to the Sportsmen's Club facilities as may be necessary in order to accomplish the abovestated goals.

ARTICLE VII

Addition of Property Subject to this Declaration

Declarant reserves the right at any time or from time to time to add other real estate to the Property, and in such event, the additional Property may be subject to this Declaration, as the same may be amended from time to time, and the owners of lots in such additional Property shall have the same rights and obligations as the original owners.

ARTICLE VIII

General Provisions

SECTION 1. DURATION. The Covenants set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, if any, and the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded with the DeKalb County Recorder, after

which time said Covenants shall be automatically extended for successive periods of ten years.

SECTION 2. ENFORCEMENT. Enforcement of these Covenants and/or any provision contained in this Declaration or in the Design Guidelines shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any Covenant and/or any provision contained in this Declaration or in the Design Guidelines. Such action may be to restrain or enjoin such violation, or to recover damages, or may be against the land to enforce any lien created by these Covenants. Should Declarant or the Design Review Committee employ legal counsel to enforce any Covenant and/or any provision contained in this Declaration or in the Design Guidelines, or to prosecute the violation or the attempt to violate any Covenant and/or any provision contained in this Declaration or in the Design Guidelines, then all costs incurred by Declarant or the Design Review Committee by reason of such enforcement or prosecution, including reasonable attorneys' fees and expenses, shall be recoverable against, and shall be paid by, the Person or entity against whom such enforcement or prosecution is brought. Declarant and the Design Review Committee shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Declarant or the Design Review Committee, or the owners of any land subject to this Declaration, in exercising any right, power or remedy provided in this Declaration,

including the right to enforce any Covenant or Restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against Declarant or the Design Review Committee for or on account of his or its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any Covenant and/or any provision contained in this Declaration or in the Design Guidelines, or for imposing any Covenant and/or any provision contained in this Declaration or in the Design Guidelines which may be unenforceable by Declarant or the Design Review Committee.

SECTION 3. MODIFICATION.

(A) By Declarant:

By recorded Supplemental Declaration, Declarant may, in its sole discretion, modify any of the provisions of this Declaration for a period of three (3) years from date hereof, provided that Declarant shall not substantially alter the scheme of this Declaration or of any Supplemental Declaration.

(B) By owners:

The record owners in fee simple of the lots of Fowler Farm Estates may revoke, modify, amend or supplement in whole or in part any or all of the Covenants contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

(1) Any such change or changes may be made effective at any time after three (3) years and within twenty years from the date of recording of this Declaration if the record owners in fee simple of at least threefourths of said lots consent thereto.

(2) Any such change or changes may be made effective at the end of said initial twenty (20) year period or any such successive ten (10) year period if the record owners in fee simple of at least twothirds of said lots consent thereto.

(3) Any such consents shall be effective only if expressed in a written Instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the office of the Recorder of Deeds of DeKalb County, Illinois. A recordable certificate by an accredited abstractor or title guaranty company doing business in DeKalb County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons then owning property in the Property and shall run with the land and bind all persons claiming by, through or under any one or more of them.

SECTION 4. VALID MORTGAGES. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Property; and none of the said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a

mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his or its heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to the Covenants, liens and other provisions of this Declaration.

SECTION 5. SEVERABILITY. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

SECTION 6. NOTICES. Any notice sent or required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a lot owner on the records of Declarant at the time of mailing. Any notice sent or required to be sent to Declarant under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to 3085 Wolf Court, DeKalb, Illinois 60115, provided that Declarant, or his assignee may change the place for notices to be sent by such notice to the Association.

IN WITNESS WHEREOF, Steven G. Glasgow, as Trustee of the Steven Glasgow 2014 Living Trust, under agreement dated 01/31/2014, has executed this instrument the day and year first above written.

Steven G. Glasgow, as Trustee under Steven Glasgow 2014 Living Trust

STATE OF ILLINOIS)
) -ss-
COUNTY OF DE KALB)

I, _____, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Steven G. Glasgow, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

Notary Public

EXHIBIT "A"

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, in Fowler Farm Estates, a Subdivision of part of the North Half of Section 4, Township 40 North, Range 5, East of the Third Principal Meridian, in the City of Sycamore, according to the plat thereof recorded August 1, 2002, in Plat Cabinet 9, at Slide 30-B, as Document No. 2002014771, in DeKalb County, Illinois.

Fowler Farm Estates

DESIGN GUIDELINES

ARTICLE I

Fowler Farm Estates Philosophy

SECTION 1.01. Fowler Farm Estates consists of land situated on the northwest side of Sycamore, north of Motel Road.

SECTION 1.02. Fowler Farm Estates philosophy is a commitment to a blending of people, structures, and the existing landscape into a harmonious and aesthetically pleasing rural residential community.

SECTION 1.03. Design standards and restrictions have been developed to implement this philosophy. The purpose of the Design Guidelines is to secure an attractive, harmonious rural residential development having continuing appeal.

SECTION 1.04. In order to assist each Owner in the planning and designing of the Residence, a comprehensive design review process has been established pursuant to these Design Guidelines. Each Owner is responsible for strictly complying with the Design Guidelines, and all other applicable provisions of the Declaration or rules and regulations of any governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

ARTICLE II

Landscaping and Site Development Standards

SECTION 2.01. LANDSCAPING AND SITE DEVELOPMENT STANDARDS.

The following architectural and landscape design standards shall apply:

(A) SOD AND FOUNDATION LANDSCAPING. Sod is required on all front and side yards and foundation plantings on all front yards as soon as seasonably possible. Rear yards must be seeded or sodded.

(B) TREE PLANTINGS. Developer shall plant, at its sole cost, not less than two deciduous trees per lot, each tree to be not less than 2-1/2 inches minimum diameter.

(C) SITE WORK. Except as approved in writing by the Design Review

Committee in connection with the construction, reconstruction, or alteration of any Improvement for which the owner has obtained the approval of the Design Review Committee:

- (1) No Excavation or Fill shall be created or installed upon any Lot;
- (2) No change in the natural or existing drainage for surface waters shall be made upon any Lot.
- (3) No foundation shall be installed without prior approval by the City of Sycamore and Declarant, of foundation elevation.

(D) SITE DRAINAGE AND GRADING. Site drainage and grading must be done with minimum disruption to the Lot and shall not drain to adjoining Lots, except as established by natural drainage patterns, nor cause a condition that could lead to soil erosion on Open Spaces.

(E) SETBACKS. Residence shall have minimum setbacks from all streets, as designated on the Final Plat.

(F) ACCESS DRIVES. The location of access drives must be sited to avoid drainageways. The material, size, design, location and landscaping of all access drives shall be subject to the approval of the Design Review Committee.

(G) SWIMMING POOLS. Swimming pools above ground are expressly prohibited. No part or appurtenance of any pool, except diving board, may be above ground level, and all pools must be constructed according to applicable governmental regulations. The location of each pool requires prior approval of the Design Review Committee.

(H) TENNIS COURTS. Tennis courts are allowed, only upon written approval of the Design Review Committee.

SECTION 2.03. ARCHITECTURAL STANDARDS.

(A) SIZE. The minimum Living Area of all residences shall be:

1. For onestory dwellings not less than 2,200 square feet.
2. For dwellings of more than one story not less than 1,600 square feet on

first floor and the total Living area shall be not less than 3,000 square feet.

(B) COLOR. The color of external materials, including roofs, must be acceptable to the Design Review Committee. Siding colors (other than masonry) are restricted to whites, grays, beiges and earth tones only.

(C) MATERIALS EXTERIOR SURFACES. Architectural shingles are required, and must meet or exceed the City of Sycamore Building Code. Not less than seventy-five per cent (75%) of front elevation shall be masonry, including brick, stone, and stucco, but excluding masonite, concrete block or similar materials. One hundred per cent (100%) of other elevations may be cedar siding or a higher quality of aluminum siding.

(D) NO ANTENNAE. There shall be no antenna of any sort (e.g., television or radio antennae or towers, or satellite dishes) either installed or maintained, which is visible from Neighboring Property, except as expressly permitted by the Design Review Committee.

(E) DRIVEWAYS. Access driveways and other areas for vehicular use on a Lot shall have a base of compacted gravel, or other approved base material, and shall have a wearing surface of poured concrete, bomanite, brick, or modular pavers, and be installed prior to occupancy. Driveways may only be installed leading from the closest street to the garage doors. No driveway or apron may be installed, except for circular driveways, which does not lead to a garage door. Driveways shall be a minimum of 18 feet in width. Plans and specifications for driveways will be included on landscape and grading plans, and will require approval of the Design Review Committee.

(F) ROOF PITCHES. Roof pitches shall be not less than 8/12 on front and 7/12 on rear, unless prior approval is obtained from Design Review Committee.

(G) Minimum of three-car attached garage is required. Three-car (or more) garages shall, if front-loaded, have a step-back for end unit with broken roof line.

(H) ADDITIONAL CONSTRUCTION AND/OR EXTERIOR CHANGES. Any changes to the approved plans before, during or after the construction of an Improvement must first be submitted to the Design Review Committee for approval.

ARTICLE III

Design Review Procedures

SECTION 3.01. SUBMISSION OF PLANS. Plans and specifications shall be submitted to the Design Review Committee in accordance with the following submittal and review procedures.

SECTION 3.02. REVIEW OF PLANS. The Design Review Committee shall conduct reviews of plans during its regular meetings or at such other times as it deems appropriate. Owners, Architects, or Builders shall have no right to attend any meeting of the Design Review Committee unless specifically requested to do so by the Design Review Committee. The Design Review Committee will respond in writing within thirty (30) working days after the review (no later than 30 days after a submittal is complete), provided that the plans are in accordance with the requirements outlined. Results of reviews will not be discussed over the telephone by members of the Design Review Committee with an owner or his Architect or Builder. Any responses an owner may wish to make in reference to issues contained in the Design Review Committee's notice following review of submitted plans must be addressed to the Design Review Committee in writing.

SECTION 3.03.1 Final plans shall include:

- (A) Site plan (at no less than 1" = 50') showing the location of the Residence, patios, decks and driveway;
- (B) Roof plan and floor plans (at no less than 1/4" = 1'0");
- (C) Exterior elevations;
- (D) Wall section, and details of exterior decks or patios;

SECTION 3.03.2. Final approval by the Design Review Committee shall be issued in writing. However, at least three days prior to commencement of construction, or any other onsite work, the Owner shall notify the Design Review Committee so that it can make a visual inspection of the Lot to insure that the final building layout and staking is in accordance with the final plans approved by the Design Review Committee.

SECTION 3.03.3. Securing of a building permit is the responsibility of the Owner and/or Builder. Construction documents (working drawings and specifications) are to be in accordance with the final design and plans approved by the Design Review Committee. Permit application and construction shall not commence until all of the above requirements

are satisfied.

SECTION 3.04. RESUBMITTAL OF PLANS. In the event of any disapproval by the Design Review Committee of a submission, a resubmission of plans should follow the same procedure as an original submittal.

SECTION 3.05. WORK IN PROGRESS INSPECTION. The Design Review Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection and notification during the construction period does not constitute either approval of the Design Review Committee with work in progress or compliance with these Design Guidelines or the Declaration.

SECTION 306. COMMENCEMENT OF CONSTRUCTION. Upon receipt of approval from the Design Review Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof, if any, and diligently proceed with the commencement and completion of all construction, refinishing, alterations, and excavations pursuant to the approved plans. The Owner shall satisfy all conditions and commence the construction, refinishing, alterations or other work pursuant to the approved plans within one year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Design Review Committee prior to the expiration of said oneyear period and upon a finding by the Design Review Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Review Committee. The owner shall in any event complete the construction, refinishing, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors) of any Improvement on his Lot within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities.

ARTICLE IV

Design Review Committee

SECTION 4.01. DESIGN REVIEW COMMITTEE MEMBERSHIP ORGANIZATION.

The Design Review Committee shall consist of the Declarant and his appointees. Each of said persons shall hold his office until such time as he has resigned or has been removed or his successor has been appointed as set forth herein or in the Declaration.

SECTION 4.02. APPOINTMENT OF MEMBERS.

(A) Except as hereinbelow provided, the right from time to time to appoint and remove all members of the Design Review Committee shall be, and is hereby, reserved to and vested solely in Declarant.

(B) The right from time to time to appoint and remove members of the Design Review Committee may be delegated by Declarant to the Owners, as determined by Declarant. If Declarant, however, fails to exercise its rights of appointment as hereinabove provided or records an instrument waiving such rights, a majority of the Owners shall thereupon and thereafter, until such time as Declarant resumes its rights of appointment, have the right to appoint and remove all members of the Design Review Committee.

SECTION 4.03. RESIGNATION OF MEMBERS. Any member of the Design Review Committee may at any time resign from the Design Review Committee upon written notice delivered to Declarant or to the Owners, whichever then has the right to appoint and remove members.

SECTION 4.04. DUTIES. It shall be the duty of the Design Review committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to the Design Guidelines, to perform such other duties from time to time delegated to it by the Declaration or the Owners, and to amend the Design Guidelines when, and in the manner, deemed appropriate or necessary by the Design Review Committee.

SECTION 4.05. MEETINGS. The Design Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The favorable vote or written consent of a majority of the committee members shall constitute an act by the Design Review Committee unless the unanimous decision of its members is otherwise required by the Declaration or these Design Guidelines. The Design Review Committee shall keep and maintain a record of all action from time to time taken by the Design Review Committee at such meetings or otherwise.

SECTION 4.06. COMPENSATION. Unless authorized by the Owners, the members of the Design Review Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Design Review Committee function or duty. Professional consultants retained by the Design Review Committee shall

be paid such compensation as the Design Review Committee determines.

SECTION 4.07. AMENDMENT OF DESIGN GUIDELINES. The Design Review Committee may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendment of the Design Guidelines, which, among other things, interpret, supplement or implement the provisions of the Design Guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, shall be appended to and made a part of the Design Guidelines and shall thereupon have the same force and effect as if they were set forth in and were a part of the Declaration. Each Owner is responsible for obtaining from the Design Review committee a copy of the most recently revised Design Guidelines.

SECTION 4.08. NONLIABILITY OF THE DESIGN REVIEW COMMITTEE AND DECLARANT. Neither the Design Review Committee or any member thereof, nor the Declarant, nor their respective successors or assigns or any professional consultant shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or other Person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every Owner or other Person who submits plans to the Design Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Design Review Committee, any member thereof, Declarant, nor any professional consultant to recover damages. Approval by the Design Review Committee, any member thereof, or Declarant shall not be deemed to be a representation or warranty that the owner's plans or specifications or the actual construction of a Residence or other Improvement comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and local building codes. It shall be the sole responsibility of the Owner or other Person submitting the plans to the Design Review Committee or performing any construction to comply therewith.

SECTION 4.9. ENFORCEMENT. These Design Guidelines may be enforced by the Design Review Committee, Declarant, or any Owner as provided herein or in the Declaration.