

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
BEL AIR NORTH**

Prepared by and Return to:

AGHL Law
Attn: Kelly Hintzsche
839 N. Perryville Road, Ste. 200
Rockford, IL 61107

BEL AIR ESTATES, LTD., an Illinois corporation (hereinafter referred to as “Declarant”), is the Owner in fee simple of that real estate situated in Poplar Grove, Boone County, Illinois, as legally described in the attached **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the “Subdivision”); and

WHEREAS, the Bel Air North Subdivision is being developed in connection with the existing Bel Air Estates fly-in community, which was created for aviation enthusiasts seeking a fly-in lifestyle, offering residents private, convenient access to aviation facilities for the use of their personal aircraft; and

WHEREAS, the Declarant now desires to develop the Bel Air North Subdivision into a community of hangar homes having a private aircraft hangar integrated with a residence and featuring a network of private taxiways to provide direct access to the adjacent Poplar Grove Airport, a private commercial airport (the “Airport”); and

WHEREAS, the Declarant recognizes the necessity of establishing certain covenants, conditions, and restrictions to govern the use and development of the Subdivision in order to maintain a harmonious and aesthetically appealing environment for all residents, to provide for the safety and well-being of all owner, and to protect the property values of the Subdivision; and

WHEREAS, the Declarant now desires to set forth the terms and conditions under which all real property in the Subdivision may be developed, used, and conveyed, and to establish provisions for the maintenance of the shared easement as described herein; and

WHEREAS, the Declarant has the authority to impose these restrictions upon the real property within the Subdivision for the mutual benefit and protection of the property owners and the overall community; and

WHEREAS, these Covenants, Conditions, and Restrictions shall apply to each Lot in the Subdivision and shall be binding upon all present and future Owners of the Lots, their heirs, successors, and assigns.

NOW, THEREFORE, in accordance with the above-stated purpose and by the authority vested in the Declarant, the following Declaration of Covenants, Conditions, and Restrictions is made for the benefit of the Subdivision and its residents, and shall apply to all Lots within the Subdivision.

Article I. Definitions

Section 1.01 “Aircraft Hangar” shall mean a fully enclosed structure designed and constructed specifically for the storage and protection of at least one personal aircraft.

Section 1.02 “Declarant” shall mean BEL AIR ESTATES, LTD., an Illinois corporation or its successors in interest.

Section 1.03 “Hangar Home” shall mean a structure incorporating both (i) an enclosed aircraft hangar suitable for the storage of at least one personal aircraft, and (ii) residential living quarters intended for full-time or seasonal occupancy.

Section 1.04 “Lot” shall mean each individual parcel of land within the Subdivision that is designated for the construction of a single-family home with an Aircraft Hangar.

Section 1.05 “Owner” shall mean the Owner of record, whether one or more persons or entities of fee simple title to any Lot which is a part of the Subdivision, and shall include contract sellers or contract purchasers, but shall not include those holding title merely as security for the performance of an obligation.

Section 1.06 “Subdivision” shall mean the subdivided real property legally described in **Exhibit A** known as “Bel Air North Subdivision.”

Article II. Use Restrictions

Section 2.01 Each Lot in the Subdivision shall be held, sold, and conveyed subject to the restrictions and conditions set forth in this instrument, which shall be construed as covenants running with the land, binding upon all parties having any right, title, or interest in the property or any portion thereof, and upon their heirs, successors, and assigns. These covenants shall inure to the benefit of each Owner. Notwithstanding the foregoing, and unless expressly stated otherwise herein, these restrictions and covenants may be modified if the fee Owner or Owners of at least three-fourths (3/4) in number of the total Lots in the Subdivision, together with the Declarant or its successors or assigns, mutually agree in writing to modify or terminate any one or more of the restrictions or conditions. In order to become effective, any such modification shall be documented in writing, specifying the manner and extent of the modification, shall be signed, dated, and acknowledged by the fee Owners of at least three-fourths (3/4) of the Lots in the Subdivision, with

the written concurrence of the Declarant, and recorded in the Boone County Recorder's Office, Illinois as an amendment to this instrument.

Section 2.02 The following restrictions shall apply to all Owners of Lots within the Subdivision, their heirs, successors, and assigns, and shall be binding upon all parties otherwise having any right, title, or interest in any Lot:

- (a) No building shall be erected or maintained on any Lot for manufacturing, industrial, or business purposes, and no noxious or offensive trades shall be carried on upon any Lot, nor should anything be done thereon which is or might become an annoyance or nuisance. No business of any kind, except a home occupation as described in subsection (k) below, shall be conducted from any residence and any Lot without written consent of the Declarant.
- (b) No structure shall be constructed or maintained on any Lot unless it qualifies as a Hangar Home, incorporating both an aircraft hangar and residential living quarters as defined in this Declaration.
- (c) Except as hereinafter provided, no advertising sign or billboard shall be erected or maintained on any Lot. This shall not be applicable to a "For Sale" or "For Rent" sign exhibited by an individual or professional realtor engaged to sell the property. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house, provided that the sign does not exceed twelve (12) square feet in area and is removed immediately after completion of the house. The Declarant may erect one or more signs on the property for the purpose of advertising the property, providing that such signs will be removed immediately after all Lots are sold subject to the terms of a sales agreement, including an installment contract for deed.
- (d) No tank for the storage of oil, gas, or any other material shall be erected or maintained on any Lot. No unused building materials, junk, or rubbish shall be left exposed on the property except during actual building operations. No worn-out or discarded automobiles, trucks, commercial vehicles, machinery, or other vehicles or parts thereof shall be stored on any Lots. All garbage or trash containers on all residential Lots shall be placed in screened or walled-in areas and must be hidden from view by a structural wall or fence to the end that they shall not be visible from adjoining properties or the street.
- (e) There shall be no discharging of firearms at any time.
- (f) No stables or other quarters shall be erected, maintained, or used on any Lot for stabling or accommodating any horses, cattle, swine, goats, sheep, bees, fowl, or any livestock other than common household pets shall be kept or maintained on any Lot. No commercial breeding or boarding of animals is permitted on any Lot.
- (g) No trucks, trailers, mobile homes, motor homes, campers, vans, snowmobiles, recreational vehicles, boats, horse carriers, or similar vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage or Aircraft Hangar located on the Lot. A boat, boat trailer, or trailer alone shall not be parked for a period of time in excess of ten

(10) consecutive hours or stored or otherwise be permitted to remain on any Lot except in a garage attached to the dwelling or in an Aircraft Hangar. No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a garage attached to the dwelling or Aircraft Hangar.

- (h) No dwelling house, Aircraft Hangar, or fence shall be erected, and no alteration costing more than One Thousand Dollars (\$1,000.00) shall be made to any such dwelling house, Aircraft Hangar, or fence until and unless the plans and specifications for the same have been drawn by a licensed architect or such person or entity approved by the Declarant, showing the nature, shape, size, architectural design, materials, location, proposed landscaping thereof, and approximate cost, and shall have been first submitted to and approved in writing by the Declarant in interest within thirty (30) days after the submission to it of such plans and specifications, which said approval shall not be unreasonably withheld. If the Declarant fails to approve or disapprove plans within thirty (30) days after such plans have been submitted to it, the approval requirement shall be deemed to have been waived.
- (i) No structure, improvement, tree, or other vegetation on Lots 1 through 18 shall exceed a maximum height of thirty-five (35) feet above the existing ground level. This restriction is imposed in accordance with requirements set forth by the Illinois Department of Transportation, Division of Aeronautics, to ensure safe and unobstructed aircraft operations. There are no height restrictions imposed under this Declaration for any other Lots within the Subdivision.
- (j) After the construction of a home is commenced by the digging of a basement or otherwise, the construction thereof shall be completed within six months from the starting thereof. Weather permitting, landscaping shall be completed within sixty (60) days after issuance of a certificate of occupancy, but under no circumstances more than one (1) year after the commencement of construction.
- (k) No commercial activities, such as but not limited to aircraft repair, aircraft rental, flight instruction, shall be permitted on or from a Lot. There shall be no storage of dismantled or disabled aircraft on the Lot. Any aircraft being repaired or restored and aircraft parts must be kept within an enclosed Aircraft Hangar building. A home occupation, which does not involve any employees other than the property Owners, advertising signs, persons, or vehicles coming to the property shall be allowed as long as an applicable permit, if required, is obtained from the Poplar Grove municipal government.
- (l) On-site storage of aircraft fuel in individual aircraft Aircraft Hangars, shelters, or on individual Lots is strictly prohibited.
- (m) No outbuildings, above-ground pools, patios, dog kennels, or dog runs greater than ten (10) feet by twenty (20) feet shall be allowed on any Lot without the prior written approval of the Declarant, which may be withheld in Declarant's sole discretion.

- (n) A taxiway easement is designated on the plat of record and exists for the use and benefit of Lot Owners for the purpose of transit across Lots in the Subdivision to access the Airport (as hereinafter defined). These taxiways will be maintained by the Declarant pursuant to the provisions of Article V. No structure, improvement, tree, or other vegetation may be located within forty-five (45) feet of the taxiway centerline, and any such structure, improvement, tree, or other vegetation shall not interfere with the use of the taxiway.
- (o) Drainage easements designated on the plat of Subdivision refer to areas which are owned by the Owners of appurtenant Lots and run over, across, and under and through the Lots for the purpose of carrying drainage and runoff waters. No structure, fence, wall, or planting which could or might impede the flow of runoff water shall be permitted within the drainage easement area. Maintenance of the drainage easement area shall be the responsibility of the Owner of each Lot through which the easement area runs.
- (p) Each Owner shall grade the front, side, and rear Lots of each Lot in accordance with established and recognized engineering practices to the end that proper drainage for surface water be provided. In the event that dirt is removed as a result of construction, any such dirt must be removed from the Lot or used as terracing immediately adjacent to the structures on the Lot only. Each Lot Owner shall be completely responsible for the maintenance and upkeep of the Owner's entire Lot, including any improvements thereon, and shall keep any drainage easement areas which cross the Owner's Lot free from debris which might or could impede the flow of water through the drainage easement area. In the event any grade is disturbed or changed by the Owner or occupant, the Declarant shall be held harmless from any and all consequences to adjacent Lots and such Owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration.

Article III. Airport and Aircraft Operations and Restrictions

Section 3.01 Bel Air Estates is a fly-in community located near the Airport, which is used for both business and pleasure. The Airport is open twenty-four (24) hours a day, seven (7) days a week for the convenience of its users. Aircraft often depart early in the morning and return late at night. While some aircraft are noisier than others, all aircraft generate significant noise, particularly during takeoff and climb-out. Extended engine run-ups shall only be allowed in designated areas. Aircraft operators must adhere to all Federal Aviation Administration (FAA) regulations. Turns are prohibited within the Airport boundaries. Fly-bys are permitted, but only into the wind and over an active runway. Fly-ins, special events, or airshows may occur from time to time, potentially increasing traffic during the event, which Owners should anticipate. Owners are responsible for the actions of their guests, and neither guests nor Owners shall violate any local Airport rules or any government regulations.

Section 3.02 The Declarant reserves the right to establish special traffic and safety rules for handling aircraft on the ground, the use of taxiways by vehicles, aircraft parking, engine run-ups, and other activities related to the Subdivision's needs. Any rules and regulations promulgated by the Declarant shall be posted in the Airport office and incorporated herein by reference.

Article IV. Annexation of Additional Properties

Section 4.01 Additional lands may be added to the Subdivision by the Declarant which may also utilize the Easement given in Article V, provided that all future additions shall be subject to all of the rules, regulations, and controls set forth herein. Owners (either singularly or in concert) shall not have, and hereby waive, any rights of action of any kind or nature to enjoin, prohibit, or seek damages or injunctive relief arising out of such re-subdividing, additions, annexations, or construction of improvements or uses by the Declarant.

Article V. Easement Granted

Section 5.01 Declarant hereby grants, and each Lot Owner within the Subdivision shall be deemed to have, a perpetual, non-exclusive easement (the “Easement”) appurtenant to each Lot for the sole purpose of private aircraft access to and from the Airport.

Section 5.02 This Easement includes the right of ingress and egress by private aircraft only, over and across designated taxiways and access routes as shown on the recorded plat or any subsequent recorded documents, solely for the purpose of taxiing to and from the Owner’s Lot and the Airport runway. Use of the Airport and any associated taxiways shall be subject to all applicable federal, state, and local aviation regulations, as well as any rules and operational procedures adopted by the Airport operator or governing association from time to time. Each Owner shall maintain their portion of the access route in a safe and operable condition and shall use the Easement area in a manner that does not obstruct or interfere with the safe operation of aircraft by other residents.

Section 5.03 This easement shall run with the land and be binding upon all current and future Owners, their heirs, successors, and assigns, and shall inure to the benefit of each Lot Owner entitled to use the Airport under the terms of this Declaration.

Section 5.04 Owners of Lots with taxiway frontage access will be assessed a monthly fee, initially set as of 2025 at \$105.75 (“Easement Fee”). The Declarant may, at its discretion, increase this charge by an amount not greater than the Consumer Price Index (CPI) increase not more than once annually. The fee shall primarily fund the maintenance and use of the taxiways and runways. The Declarant reserves the right to deny Airport and/or runway access to any Owner, guest, or other user who:

- (a) Is in default of payment of any Easement Fee;
- (b) Uses the Airport runway facilities or aircraft in a negligent manner;
- (c) Violates the Declarant’s Airport rules or Federal Aviation Administration regulations; or
- (d) Violates any of the provisions of this Declaration.

Section 5.05 Notwithstanding anything in this instrument to the contrary, the provisions of this Article V may not be amended or modified by any party other than the Declarant or its successors or assigns.

Article VI. Miscellaneous

Section 6.01 By accepting a deed of conveyance to any Lot in the subdivision, each Owner agrees to take the Lot subject to all restrictions, conditions, covenants, and reservations, as well as the jurisdiction, rights, and powers of Declarant established or reserved by, this Declaration. All obligations and impositions set forth herein shall run with the land, binding every owner of any interest in the property and benefiting every owner in the same manner as if the provisions of this Declaration were fully incorporated in each deed of conveyance. In the event any fee, assessment, or other obligation required under this Declaration is not paid when due, the unpaid amount shall accrue interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less), compounded monthly, and may be subject to reasonable late charges and administrative fees. If such delinquency continues for more than thirty (30) days, the full amount due, including interest, fees, and costs of collection, shall constitute a lien against the Owner's Lot. Declarant shall have the right to record a notice of lien in the public records and may enforce such lien by any means permitted by law, including foreclosure. Enforcement of these provisions, including the collection of delinquent amounts and the enforcement of liens by Declarant or any Owner may be pursued through legal or equitable proceedings, including actions to restrain or remove violations, or to recover damages, against any person or entity violating or attempting to violate any of the terms hereof.

Section 6.02 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.

Section 6.03 The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 6.04 In the event that a single-family residence is not constructed on the Lot within five (5) years from the date the Lot is purchased, then the Declarant shall have the option to repurchase/reacquire the property from the Owner at the same price for which it was sold. The date of purchase shall be deemed to be the date that the deed of conveyance was transferred to the Owner from the Declarant.

Section 6.05 The rights, privileges and powers hereby retained by Declarant shall be assignable to, and shall inure to the benefit of, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be signed by its duly authorized officers this ____ day of _____, 2025.

BEL AIR ESTATES, LTD,
An Illinois corporation

By: _____
Stephen Thomas, President

ATTEST:

By: _____
Kristina Thomas, Secretary

EXHIBIT A
LEGAL DESCRIPTION