

Jonathan Knolls Community Association Covenants
February 24, 2006
Subsequent to and Reflective of Comments of Counsel,
Michelle Maan De Kok, esq.

**JONATHAN KNOLLS
WADSWORTH, ILLINOIS**

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
JONATHAN KNOLLS COMMUNITY ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "these Covenants") is made by at least two-thirds (2/3) of the owners of the Lots in the Jonathan Knolls Community Association (collectively "the Owners" and individually "an Owner") in accordance with Article VII of the Jonathan Knolls Subdivision Covenants, registered with the Recorder of Deeds of Lake County, Illinois on October 29, 1997 as Document Number 4040087 ("the 1997 Declaration"), and is intended to entirely replace the 1997 Declaration..

RECITALS

WHEREAS, the property described in Exhibit A hereto includes residential units; and

WHEREAS, in order to provide for the orderly and proper administration and maintenance of the subdivision defined in Article One of these Covenants, the Owners established the Jonathan Knolls Community Association ("JKCA") under the Illinois General Not-For-Profit Corporation Act; and

WHEREAS, the JKCA has the responsibility for administering and maintaining portions of the Subdivision and establishes budgets and assessments to pay the expenses incurred in connection therewith; and

WHEREAS, each Owner is a member of the JKCA and is responsible for paying assessments; and

WHEREAS, the Owners believe that it is in their best interests to amend in its entirety the 1997 Declaration, these Covenants have been approved by at least two-thirds (2/3) of the total votes of all the Owners as provided for in Article VII of the 1997 Declaration.

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
JONATHAN KNOLLS COMMUNITY ASSOCIATION**

For Use by Recorder's Office Only

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

Michelle Maan De Kok, esq.
1275 Edgewood
Lake Forest, Il 60045

JONATHAN KNOLLS SUBDIVISION
COVENANTS, CONDITIONS AND RESTRICTIONS
WADSWORTH, ILLINOIS
AMENDED 2006

JONATHAN KNOLLS SUBDIVISION
WADSWORTH, ILLINOIS

AMENDED 2006
Jonathan Knolls of Wadsworth

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
JONATHAN KNOLLS COMMUNITY ASSOCIATION

For Use by Recorder's Office Only

CLAUSE I

PROPERTY SUBJECT TO AND BENEFITING FROM THESE COVENANTS

THE SUBDIVISION. The real property that is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to these Covenants (hereinafter referred to as "the Subdivision") is located in Wadsworth, Illinois, and is more particularly described in Exhibit A attached hereto.

CLAUSE II

GENERAL PURPOSES OF THESE COVENANTS

The Subdivision is subjected to these Covenants to ensure proper use and appropriate development and improvement of the Subdivision and to protect Owners against the use of any property in the Subdivision in a manner that may depreciate the value, or diminish the reasonable enjoyment, of their Lots and/or create a threat to public safety. It is further the intention and purpose of these Covenants to ensure that all Dwellings in the Subdivision be of a design, quality, workmanship, and materials that meet 1) the minimum architectural guidelines delineated in Exhibit C of these Covenants, 2) the guidelines established in any other legally established JKCA governing document, and 3) the reasonable requirements of the JKCA Architectural Review Committee (hereinafter referred to as "the ARC"). At the time of closing, the Lot purchaser shall execute the Acknowledgment of Covenants, a copy of which is attached hereto as Exhibit D.

CLAUSE III

DEFINITIONS

Given a conflict between these definitions and the applicable Wadsworth Codes and Ordinances, the more strict definitions shall prevail. A definition in the singular form shall apply to the plural of the word as well and vice versa.

ACCESSORY BUILDING. Any Structure that is not a Dwelling.

ARCHITECTURAL REVIEW COMMITTEE. The committee so designated and described in Clause V hereof or the Board; also referred to herein as the "ARC."

BASEMENT. That portion of the interior area of a Dwelling having its floor area below grade and having less than half its clear floor-to-ceiling height above grade. For purposes hereof, grade shall be the average level of the ground contiguous to the Dwelling front.

BOARD. The duly elected Board of Directors of the JKCA as defined in the Bylaws.

BYLAWS. The Bylaws for the JKCA attached hereto as Exhibit E.

CELLAR. That portion of the interior area of a Dwelling having its floor area below grade and having half or more than half of its clear floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the Dwelling front.

CERTIFICATE OF OCCUPANCY. The required certificate issued by the appropriate state, county, or local governmental agency evidencing approval of a dwelling for occupancy. For purposes of these Covenants, a temporary Certificate of Occupancy shall be considered a Certificate of Occupancy.

COMMON AREA. That portion of the Subdivision not privately deeded, but rather owned collectively by the Owners through the Association, which includes the Subdivision entry spaces and treatments, mailbox location, non-privately owned ponds, Open Space, and berms along Highway 41 and Kelly Road.

DECLARANT. The original declarant under the 1997 Declaration, Bank of Waukegan, Trustee under Trust Number 204161.

DEVELOPER. Fox Development Company of Illinois.

DWELLING. Any Structure having a roof, supported by columns or walls or other means, or other Structure intended or used for the shelter or enclosure of any single family.

DWELLING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Dwelling Height.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his/her or their domestic servants, maintaining a common household in a Dwelling.

JKCA. The Jonathan Knolls Community Association, Inc., described in Clause VI hereof.

LANDSCAPING. Any and all exterior alterations to a Lot, including, without limitation, trees, shrubs, grass, flowers, flower beds, mulch, ground cover, hardscapes, retention walls, bricks and stone.

LANDSCAPING PLAN. A plan or document depicting the installation of any Landscaping as defined herein. The Landscaping Plan shall include, but is not limited to, design concepts and specifications for all landscape beds and hardscapes, tagging, location, and identification of all trees greater than 6 inches in diameter that exist on the Lot, proposed drainage and grading plans, property lines, any/all setbacks and easements, any restricted natural woodland area, or portion thereof, that falls within the property lines, the platting of all high quality plants that lie within the restricted natural woodland area, showing their names, size, quantity, and location, proposed or existing dwelling location.

LOT. One subdivided lot of record in the Subdivision or a combination of such lots.

LOT AREA. The area of a horizontal plane bounded by the vertical planes through Front, Side, and Rear Lot lines.

LOT LINE, FRONT. That boundary line of a Lot that is along a dedicated street.

LOT LINE, REAR. That linear boundary of a Lot that is most distant from the Front Lot Line. If the Rear Lot Line is less than ten feet in length, the Rear Lot Line shall be deemed to be a line ten feet in length with the Lot, parallel to and at the maximum distance from the Front Lot Line.

LOT LINE, SIDE. Any boundary of a Lot that is not a Front or Rear Lot Line.

LOT DEPTH. The length of a line joining the midpoints of a Front Lot Line and a Rear Lot Line (determined by measuring the length of the outermost edge of the Lot Line).

LOT WIDTH. The length of a line perpendicular to a Side Lot Line and lying entirely within a Lot that either commences at the intersection of a Front Lot Line and Side Lot Line, or if the Front or Rear Lot Line is curved or irregular, which is the longest segment perpendicular to a line joining the mid-points (determined by measuring the length of the outermost edge of the Lot Line) of a Front Lot Line and a Rear Lot Line and lying wholly within the Lot, with one or more points coinciding with the Front Lot Line.

OPEN SPACE. That space deemed as such pursuant to the Plat.

PLAT. The Subdivision's recorded plat of subdivision.

RESOURCE PROTECTION PLAN. The Resource Protection Plan filed with Wadsworth in connection with the development of the Subdivision.

RULES AND REGULATIONS. The Rules and Regulations of the JKCA as drafted and periodically revised by the Board.

SPECIFICATION CHART. A chart specifying all the materials an Owner intends to use in the construction of the Dwelling and in connection with the development of the Landscaping.

STORY. That portion of the interior of a Dwelling included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above.

STORY, HALF. A space under a sloping roof that has the line of intersection of roof decking and exterior wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is improved for principal or accessory use.

STORM WATER DETENTION FACILITIES AND IMPROVEMENTS. All on-site facilities and area necessary for the management of storm water as appears more fully on the Plat.

STRUCTURE. Any stationary object erected, constructed, or placed on the property or attached to something having a permanent location on or in the ground.

WADSWORTH. The Village of Wadsworth, Lake County, Illinois.

CLAUSE IV

GENERAL RESTRICTIONS AND REQUIREMENTS

1. **LAND USE AND BUILDING TYPE.** Each Lot shall be used as a site for one dwelling only in compliance with the density requirements of Wadsworth, except where these Covenants or the Bylaws apply a more stringent standard, in which case the more stringent standard shall apply. All Dwellings must be constructed in accordance with these Covenants, the Bylaws, controlling Wadsworth building codes and regulations and in such a manner and location as approved in writing at the sole discretion of the ARC. A purchaser of a Lot must commence construction of a Dwelling on said Lot within 24 months from the date the purchase of the Lot is recorded in the Lake County Recorder's Office. Any transfer of a Lot between spouses or family members, or business entities, trusts or land trusts where the beneficiaries are related, will not recommence the aforementioned 24 month time period. Owners must complete construction of their Dwellings within 15 months from the date construction of said Dwellings commenced. Owners must complete landscaping pursuant to an approved Landscaping Plan within nine months of receiving a Certificate of Occupancy.
2. **DWELLING HEIGHT.** All Dwelling heights shall be constructed in accordance with the applicable governmental building and zoning codes, including but not limited to the applicable Building and Zoning Ordinances and Codes of Wadsworth and with such additional standards as may be required by these Covenants and the ARC. .
3. **BUILDING AND STRUCTURE COST, QUALITY, SIZE.** The cost, quality and size of all Dwellings erected on Lots shall be constructed in accordance with the applicable governmental building and zoning codes, including but not limited to the applicable Building and Zoning Ordinances and Codes of Wadsworth and with such additional standards as may be required by these Covenants and the ARC. The area inside the foundation walls or footings of any such Dwelling, exclusive of attached garages, open terraces, porches, decks, and breezeways, shall be as follows:
 - a. One-story Dwellings - not less than 2,700 square feet of living area.
 - b. Two-story Dwellings - not less than 3,000 square feet of living area with a

minimum of a 1600 square foot first floor footprint.

4. **LOCATION ON LOT.** To ensure harmonious positioning of wells and septic systems, these systems shall be located consistent with the provisions of the appropriate governmental agency. Tennis courts and swimming pools shall be screened from the street or streets by a wall, solid fence, evergreen or other visual barrier as approved in writing by the ARC. No tennis court or swimming pool shall be located on a Lot nearer to the Front Lot Line than the rear of the Dwelling. All construction on the Lot is subject to the Wadsworth Building and Zoning Ordinances. All Structures will conform to Wadsworth regulations. At the time of recording, the Subdivision is zoned type "SE" (Suburban Estate).

5. **LOT AREA AND WIDTH.** None of the Lots shall at any time be subdivided into two or more Lots and no Lot shall be less in area than the acreage shown on the pertinent parcel on the Plat of the Subdivision recorded in the Public Records of Lake County, Illinois.

6. **DRIVEWAYS.** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with asphalt, concrete, or other material of which the ARC approves. Paved areas that cover any Wadsworth right of way may be paved only with gravel or asphalt. The ARC shall approve plans and specifications for driveways in writing. Driveways may access the adjacent street at one location only, unless otherwise approved by the ARC. Owners shall obtain Wadsworth approval for driveway street access and are responsible for securing any approvals related thereto.

7. **NATURAL DRAINAGE WAYS AND WETLANDS.** Where there exists on any Lot or Lots a condition or accumulation of storm water remaining over an extended period of time, the Lot owner may, with the written approval of the ARC, and applicable governmental authority if necessary, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any Lot shall be made by the Lot owner in any manner that may cause damage to or otherwise adversely affect other property or the wetlands on the parcel except in areas designated as drainage easements; nor may any owner impair the use or function of the Storm Water Detention Facilities and Improvements in any manner other than as permitted in writing by Wadsworth or other applicable authority. The ARC may authorize the installation of drainage tile and other conduits at any location within a drainage easement to permit the proper drainage of any other Lot or other property in Wadsworth, but only if the proposed action is first approved in writing and a permit is issued by Wadsworth as required.

8. **EASEMENTS.** The JKCA hereby declares, grants, and reserves the following easements in the Subdivision for itself and the benefit of each and all of the Lots, parcels, and lands located in Jonathan Knolls as well as for those entities hereinafter named.

a. The County and Village having jurisdiction, all public utility companies, including but not limited to Commonwealth Edison Company, Ameritech, and Northern Illinois Gas

Company, to install, place, and maintain underground gas mains, conduits, cables, and other wires with all necessary braces, guys, anchors, and other appliances in, along, and over the strips of land designated on the Plat and marked "Utility Easement," and for underground facilities in all easements for the purpose of serving the public in general with gas, electric, telephone services, cable television, high speed internet, and for drainage, and sanitary and storm sewers, and to overhang Lots with aerial serving wires to serve adjacent Lots, including the right to enter upon the said easements for public utilities at all times for any and all of the purpose aforesaid, and to trim and keep such utility equipment constructed with the Subdivision standards. No permanent Structures shall be placed on said easements. However, said areas may be used for gardens, shrubs, landscaping, and other purposes, if said usage does not interfere with the use of said easements for such public utility purposes. Utility easements not shown on the Plat require the prior written approval of Wadsworth.

b. Over the portions of the Subdivision delineated by dashed lines on the Plat of Subdivision and designated "Drainage Easement" and "Detention" to the JKCA for the purpose of installing and maintaining a drainage swale, storm, sewer, or waterway for the purpose of draining and storing surface water run-off. No permanent Structures may be placed on said easements, but said areas may be used for gardens, shrubs, landscaping, (as approved by the ARC) and other purposes that do not interfere with the use or potential use of said easement for drainage and storm water storage purposes.

c. The JKCA also declares, grants, and reserves current and future drainage easements for such public entity as has jurisdiction.

The JKCA reserves the right to (a) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) assign its rights there under, all of which acts shall be binding upon each Lot in the Subdivision.

9. SANITARY DISPOSAL FOR LOTS. WATER WELLS.

Septic Systems. Sanitary disposal for each Lot shall be by means of a septic system or other approved method designed by a registered professional engineer. All septic systems shall be installed only in "suitable septic areas," those areas so designated on the Jonathan Knolls Well and Septic System Location Plan. Before installation, the design plans for the system will be submitted to and a permit for installation obtained from the Lake County Health Department or any other governmental authority having jurisdiction. Any system installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the owner of the Lot. No sewage disposal system shall be permitted on any Lot, nor may any sewage disposal system be used, unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority.

Private Water Wells. Each Lot must have its own private water well in a location that complies with all relevant governmental provisions, the Jonathan Knolls Well and Septic System

Location Plan, and otherwise complies with Wadsworth Ordinances and State of Illinois Statutes. Owners shall purchase and install wells at their own expense.

10. PROHIBITIONS AND USE RESTRICTIONS. Except for construction activities authorized by the ARC, the following prohibitions shall be applicable to all Lots, Dwellings, and Structures in the Subdivision.

- a. Accessory Buildings are not permitted in Jonathan Knolls.
- b. No noxious or offensive activity shall be carried on, in, or upon any premises, nor shall anything be done thereon that may be or may become an annoyance or nuisance to any reasonable Owner.
- c. No livestock or poultry shall be kept or maintained. No swine, sheep, cattle, or other objectionable animals shall be kept or processed, and no animals may be raised for commercial purposes without prior written permission of the Board. Pets kept out-of-doors shall present no nuisance or disturbance to the Subdivision. All pet owners shall be responsible for their pet's waste. All pets not on their Lot shall be maintained on leashes.
- d. No burning of refuse shall be permitted. Burning of landscape waste is permitted only in the rear of Dwellings and pursuant to applicable Wadsworth and Lake County laws and regulations.
- e. No temporary buildings, Quonset huts, temporary storage containers or portable storage containers such as shipping containers, trailers, tents, vehicles, boats, recreational vehicles or shacks shall be constructed, erected, or parked upon a Lot unless enclosed in the garage or otherwise permitted by the Board in the Subdivision's Bylaws or Rules and Regulations. It is understood that the word "trailer" shall include any house, camping, construction, or any other type of recreational trailer or vehicle. This restriction shall refer also to truck-mounted campers and travel buses.
- f. No plants, seeds or other materials that harbor or are a source of breeding infectious plant or human diseases or noxious insects shall be introduced or maintained.
- g. No signs, billboards or plaques of any kind shall be displayed to the public view on any Lot, except one professionally produced sign of not greater than six square feet advertising the Property for sale or one professionally produced sign of not greater than 12 square feet identifying the builder during construction of the Dwelling. The ARC shall at its sole discretion determine what constitutes a professional sign and may enter upon any Lot to remove a sign it determines does not comply with this provision after providing a Lot Owner with one week written notice of its intent to remove a nonconforming sign.
- h. Flagpoles shall be allowed upon ARC approval. The ARC will review location on Lot, size of structure, and tastefulness before it permits construction. In addition, please fly

the American flag with reverence and within abidance of federal flag flying regulations. The following are a minimum set of guidelines for flagpoles:

- i. the maximum height will be the lower of either a 20' flag pole or 4' higher than the roof peak;
 - ii. no more than two flags;
 - iii. flags must be 3' (vertical) x 5'(horizontal) in size; and
 - iv. flags of the United States must be lit or taken down at night.
- i. No firearm or projectile weapon of any sort shall be discharged within the Subdivision.
 - j. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All refuse containers, storage areas and containers, and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighboring property and streets by a fence or appropriate screen approved by the ARC. No visible oil or gas tank for fuel, disposal, or other purposes shall be erected or maintained on the Lot.
 - k. The ARC shall have the authority from time to time to determine that the use of particular chemicals on any Lot constitutes or would constitute a clear danger, and to publish the names of such chemicals and prohibit their use; no chemical so prohibited shall be used on any Lot. Additionally, the ARC may prohibit specified chemicals, including but not limited to pesticides and herbicides, from use on the open surface area of any Lot, whether once, intermittently or continuously if such chemical or any product or residual thereof does or may seep, drain, flow, drift, or otherwise migrate into any natural or artificial waterway or body of water existing on the Lot, or into, or above, any part of the Subdivision.
 - l. No swimming pools shall be erected above grade. All recreational equipment, material and location, shall be added to the Landscape Plan submitted to the ARC for approval.
 - m. No gainful occupation or profession, or other non-residential use, shall be conducted in the Subdivision that necessitates customer or client visits to a Dwelling.

11. NAMEPLATES, TELEVISION OR RADIO ANTENNA, TOWERS AND LAUNDRY DRYING FACILITIES. There shall be no nameplates, television and radio antennae, or laundry-drying facilities erected or used outdoors, whether attached to the Dwelling or otherwise. No wiring for electrical or telephone installations, television antenna, security systems, machines, or appliances shall be permitted on the exterior of any Dwelling, except those mandated permissible by law. This provision does not prohibit the posting of one numerical address post as mandated by the local fire department. The fire department and the ARC must approve any deviation from the municipally supplied address post.

12. MAILBOXES. There shall be no mailboxes except those in the centralized mailbox shelter, located at the Kelly Road entrance. The JKCA shall maintain the mailbox shelter as provided for in Clause VI, paragraph 8.

13. ARCHITECTURAL CONTROLS. All Dwellings, fences, walls, or other Structures constructed or erected in the Subdivision shall be approved prior to construction, in writing, by the ARC (or the Board), as to placement, landscaping, and design. In all cases, the ARC, prior to commencement of construction, must approve all architectural design and construction materials and methods. Each Dwelling, wall, fence, and/or Structure shall be placed on the Lot only in accordance with the plans and specifications and plot plans approved by the ARC. The ARC shall enforce these provisions by any method allowed under law, including, without limitation, prohibitory and mandatory injunctions. Refusal or approval of plans and specifications by the ARC may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ARC shall seem sufficient. No building, grading, or clearing shall be commenced until a gravel driveway has been constructed and thereafter maintained to prevent mud from being brought onto the roads. No alteration in the exterior or appearance of the Dwellings or Structures, including landscaping and color scheme, shall be made without prior approval of the ARC. Any retaining walls built must be constructed of natural materials. An owner of a Lot shall submit to the ARC Chairman, or his/her designee, three sets of each of the plans listed in Exhibit C and the mailing address to which the ARC should mail its determination.

All submittals shall contain sufficient detail to procure a building permit thereon and such additional detail as the ARC may require. The ARC shall meet within 30 days of the date it receives a completed application form as outlined in Exhibit B and a complete set of the plans listed on Exhibit C to review the plans and specifications and other materials submitted by the applicant and render its written approval or rejection thereof. The deposit of such approval or rejection in the U.S. mail to the designated address, postage prepaid, shall be sufficient notice of such determination.

Upon receipt of an approval letter, an Owner has six months to commence construction pursuant to the approved plan. If construction does not commence within six months from the date of the approval letter, the approval is void and the Owner must resubmit all plans.

14. GRASSING. Owners shall be responsible for the maintenance of parkways located between their Lot lines and edges of street pavements that abut their Lots. After construction of a Dwelling is completed, Owners shall grade the land between the edge of the driving pavement and the undisturbed ground on the Lot, and shall fertilize and cause grass to grow from said edge into the Lot, cover all disturbed soil left bare by construction of roads, and thereafter keep said grass properly mowed. If a portion of a Lot shall become barren of grass, the Owner of said Lot shall plant grass or sod on the barren area. Owners shall maintain and keep their Lots in good appearance by cutting and maintaining all lawns to proper heights. If at any time, in the sole opinion of the Board, a Lot's lawn becomes unsightly, the Board may direct the Owner of said Lot in writing to remedy the unsightly condition. If the Owner has not remedied the unsightly

condition within 30 days of receiving the written notice from the Board, the Board may enter the Lot and take whatever actions it deems necessary to bring the lawn into a condition commensurate with other Lots in the Subdivision. No such entry shall be deemed a trespass. If the Board chooses to exercise this option, any planting, underbrush clearing, or grass cutting its undertakes shall cause a lien to arise and be created in favor of the JKCA against any such Lot for the full amount expended or otherwise chargeable thereof, including the cost of supervision, contracting fees and office overhead. The full amount chargeable to such Lot shall be due and payable within 30 days after the owner has been billed therefore, and the lien shall be enforceable in the same manner as liens created pursuant to Clause VI, paragraph 9 hereof. The JKCA shall also have the right to enforce such rights in a court of law by injunction, specific performance, or other appropriate remedy as defined in these Covenants or the Bylaws.

15. FEES. Upon acceptance of title to a Lot, each Owner agrees that it shall be the Owner's responsibility to pay as a condition of issuance of a building permit, all applicable local fees, including, but not limited to, School District Contributions and Library District Contributions.

16. PONDS. The JKCA shall be responsible for the maintenance of any ponds, pump stations, spillways, and overland waterways depicted on the recorded Plat of Subdivision for the Subdivision. The JKCA shall not alter the size, depth, or character of any pond in any way without first receiving all necessary governmental approvals.

17. DEED RESTRICTED OPEN SPACE AND WETLANDS. Deed Restricted Open Space is shown on the Plat and the Resource Protection Plan, and the Landscape Plan. The Resource Protection Plan identifies specific natural resources located within the Deed Restricted Open Space areas, which the Lot owner is required to protect. The following activities are prohibited in any area designated as "Deed Restricted Open Space" on any Lot:

- a. In any Deed Restricted Open Space area: The construction of any physical improvement or placement thereon of any tangible personal property;
- b. In any Deed Restricted Open Space area containing mature woodland or young woodland: tree clearing or cutting;
- c. In any Deed Restricted Open Space area containing a wetland, floodplain, drainage way, pond, or detention pond:
 - i. The dumping or placing of any physical improvement or placement thereon of any tangible personal property, including the depositing of any kind of fill material,
 - ii. The excavation, dredging, removal of foam, peat, gravel, soil, rock, or other material substance, or otherwise altering the topography in any manner as to affect the surface or to otherwise alter the flood plain, wetland, or

- iii. Any activity that would affect drainage, flood control, water conservation, erosion or soil conservation, or fish and wildlife habitat preservation, and any draining of the wetland.

CLAUSE V

ARCHITECTURAL REVIEW COMMITTEE

1. **CREATION.** The ARC shall consist of the Board or a committee the Board appoints consisting of three Members. The Board shall have the sole discretion to establish the terms and conditions of committee membership. The duties and responsibilities of the ARC are more fully set forth in Exhibit C attached to and incorporated into these Covenants.
2. **PROCEDURE FOR PLAN SUBMISSION.** All plans, specifications, and other material, for the improvement of any Lot shall be submitted to the ARC, as provided in Clause IV, paragraph 13 hereof. The ARC's approval or disapproval on matters required by these Covenants shall be by majority vote.
 - a. **Review Time.** A report in writing setting forth the decisions of the Committee and reasons thereof shall thereafter be transmitted to the applicant by the ARC within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant.
 - b. **Preliminary Submissions.** Builders and/or Owners are encouraged to submit preliminary sketches for informal comment prior to their formal submission of architectural drawings and specifications for approval.
 - c. **Minimum Guidelines.** Exhibit C more specifically outlines the Minimum Architectural Guidelines of the ARC, but nothing therein alters or impairs the broader authority of the ARC expressed in these Covenants.

CLAUSE VI

JONATHAN KNOLLS COMMUNITY ASSOCIATION

1. **IN GENERAL.** The JKCA is incorporated as a not-for-profit corporation under Illinois law. The JKCA shall be the governing body for the Owners and shall administer, maintain, repair and replace, as necessary, the Common Area and improvements thereupon.
2. **MEMBERSHIP.** Each Owner shall be a member of the JKCA. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The JKCA shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

3. **VOTING MEMBERS.** Subject to the provisions herein, voting rights of the members of the JKCA shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his/her proxy shall be the individual who shall be entitled to vote at meetings of the Owners, provided the Owner is in good standing. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, or a conflict among Owners of a Lot arises, then the Board, at its election, may recognize an individual Owner of the Lot as the Voting Member for such Lot.

4. **THE BOARD.** The Board shall consist of that number of members provided for in the Bylaws, each of whom shall be an Owner or Voting Member.

5. **VOTING RIGHTS.** All of the voting rights at any meeting of the JKCA shall be vested in the Voting Members and each Voting Member shall have one (1) vote for each Lot that the Voting Member represents. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Bylaws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the Bylaws.

6. **DIRECTOR AND OFFICER LIABILITY.** Neither the directors nor the officers of the JKCA shall be personally liable to the Owners for any mistake in judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual fraud. The JKCA shall indemnify and hold harmless each of the directors and officers, their heirs, executors or administrators against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the JKCA or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been a director or officer, provided, however, that such indemnity shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his/her duties as a director or officer.

7. **DISSOLUTION.** To the extent permissible under applicable law, in the event of the dissolution of the JKCA, any Common Areas owned by the JKCA shall be conveyed to the Owners as tenants-in-common.

8. GENERAL POWERS AND DUTIES.

- a. To manage, control, and maintain the Common Areas and any improvements thereupon, if any.
- b. To the extent such services may not be provided by any governmental body, to care for, spray, trim, protect, and replant trees and grass in the Common Area.
- c. To mow, care for, and maintain vacant and unimproved property and to remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the JKCA to keep any vacant and unimproved property and parkways in front of any property neat in appearance and in good order.
- d. To provide for the maintenance of the Common Areas and for the care and maintenance of facilities in any public street or park, or on any land set aside for the general use of the Owners.
- e. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the JKCA, and to pay taxes: (i) on such real estate as may be owned by; and (ii) that may be assessed against the Common Areas whether or not owned by the JKCA.
- f. To make such improvements to the Open Space and detention areas and parkways within streets and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the JKCA acting in accordance with these Covenants, and/or its Bylaws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the area over which it has jurisdiction a highly desirable and exclusive residential community.
- g. To create and manage financial reserves to provide for the foregoing duties.
- h. To appoint members of the ARC when and as permitted herein.
- i. To hire contractors to perform any of the functions undertaken by the JKCA.
- j. To borrow money in reasonable amounts for JKCA purposes.
- k. To purchase liability, directors and officers errors and omissions, and all other such insurance the JKCA deems necessary.
- l. To be responsible for maintaining and preserving all Common Areas not owned by Wadsworth.

9. ASSESSMENTS.

a. Creation of Lien and Personal Obligation for Assessments. Each Lot Owner, by acceptance of a deed therefore or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the JKCA for each Lot owned (or to a management company or other collection agency designated by the JKCA):

i. Annual assessments or charges to be paid in equal monthly installments due on the first day of each month of each year (hereinafter called "Monthly Payment Dates") or in such other installments as the Board shall elect;

ii. Special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected by the JKCA; and

iii. Any interest on annual and special assessments and costs of collection thereof including, but not limited to, reasonable attorneys' fees, as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made.

b. Purpose of Assessments. Owners shall pay to the JKCA assessments representing their share of the expenses of maintenance, repair, replacement, administration and operation of the Common Area and facilities as calculated in section (c) below. Said expenses shall be known as "Common Area and Facilities Expenses." The assessments levied by the JKCA shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement, repair, upkeep, taxes on and maintenance of the Common Area and facilities, all of which are within the purpose of the JKCA, as provided by these Covenants.

c. Computation of Assessments. Payments of assessments shall be in such amounts and at such times as provided below.

i. On or before each November 1st, the Board shall estimate that total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to maintenance of the Common Area and such other items as provided for herein and in the Bylaws of the JKCA that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for reserve for contingencies and replacements. On or before December 1st of each year, the Board shall approve the final budget and notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. Such annual budget shall also take into account any estimated net available cash income for the year from the operation or use of the Common Areas and facilities. In the event that the estimated annual budget and assessment results in an increase of more than 25% over and above the prior year's annual assessment, said

increase must be approved by a majority of those Owners present in person or by proxy at a homeowner meeting called for that purpose.

ii. All obligations of the Owners hereunder including, but not limited to, the Common Expenses for assessments, special assessments, or other levies by the JKCA pursuant to these Covenants or the Bylaws of the JKCA, shall be divided equally between the Lot Owners. On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves.

iii. If the amount of cash budgeted proves inadequate for any reason, the Board shall be authorized to adopt a supplemental budget and shall adjust the assessments accordingly to defray the operating expenses and costs during any given year. The Board shall serve notice of such further or adjusted assessment on all Owners by a statement in writing, giving the amount and reasons therefore, and such further or adjusted assessment shall become effective with the next maintenance payment.

iv. In addition to the annual assessment authorized above, the JKCA may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction or reconstruction of any capital improvement upon the Common Area and facilities, including fixtures and personal property related thereto, and any emergency or unanticipated expenses provided that any such assessments in excess of a total of Five Hundred Dollars (\$500.00) in any assessment year shall require the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for the purpose.

v. The Board shall establish and maintain reasonable reserve for contingencies, replacements, capital expenditures and deferred maintenance for repair and replacement of the Common Areas as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular estimated cash requirements, shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

vi. The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance cost, necessary reserves or adjusted assessments, as herein provided,

whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing rate established for the previous period until notice of the next maintenance payment that is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.

vii. Consistent with Article X of the JKCA Bylaws, the Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

viii. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot. The Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

d. Certificate of Payment. The JKCA shall, upon demand at any time, furnish a certificate in writing signed by a Board officer, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. The JKCA may also require the previous Owner of the Lot to provide contact information for the new Owners prior to releasing the certificate. The Certificate may also notify the new Owners of any violations existing at that point on the Lot although a failure to provide such information in the Certificate shall not waive the right of the JKCA to enforce any provisions of these Covenants or the Bylaws. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

e. Effect of Nonpayment of Assessments: Remedies of the JKCA. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid when due, the JKCA may charge a late fee as set forth in the Rules and Regulations and may also proceed to bring an action at law or in equity against the Owners of the Lot and interest costs and reasonable attorney's fees for any such action(s) shall be added to the amount of such assessment and judgment. If any assessment is more than six months past due, the JKCA may bring an action in Forcible Entry and Detainer in order to collect the delinquent assessments and any applicable additional costs and fees.

f. Subordination of the Lien to First Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage on a Lot recorded prior to the date upon which such assessment became due and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure

hereof, shall extinguish the lien of all such assessments that become due prior to such sale or transfer.

10. SPECIAL COVENANTS – STORM WATER DETENTION FACILITIES.

a. It shall be the responsibility of the JKCA to maintain and care for the Storm Water Detention Facilities and Improvements and Open Areas within its jurisdiction. Each Owner shall bear his/her proportion (based on the number of Lots owned) or responsibility and cost for the continued maintenance, operation, and preservation of the Storm Water Detention Facilities and Improvements, both on the surface and underground, and the preservation of the hydraulic characteristics thereof. Each Lot owner's deeds shall state the owner's liability for maintenance of the improvements.

b. The JKCA shall maintain all improvements specified in the above paragraph in perpetuity and cannot develop any portion of the Storm Water Detention Facilities for any other use that would limit or cause to limit said facilities use and function for the management of storm water.

c. The duly designated officials and employees of Wadsworth are hereby granted an easement to enter upon, on, and over areas of on-site detention improvements and park land and open space for the purpose of inspecting such areas and to determine whether the improvements and systems therein and thereon have been and are being properly maintained in conformity with these Covenants and the applicable ordinance and regulations. If it is determined that the facilities are not in conformity with applicable restriction ordinances, and regulations, Wadsworth shall give the JKCA written notice of such determination.

d. Further, Wadsworth shall be empowered to compel correction of a problem concerning maintenance after providing notice to the JKCA, although notice shall not be required in the event that Wadsworth determines that the failure of maintenance constitutes an immediate threat to public health, safety, and/or welfare. If the JKCA fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, Wadsworth shall have the right, but not the obligation, 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 and the park land and Common Areas. If Wadsworth deems it necessary to perform such service, it shall be entitled to complete reimbursement, including all reasonable costs and attorney's fees from the JKCA. The amount of Wadsworth's reimbursement, if unpaid after a reasonable time of being incurred, shall constitute a lien against the JKCA, Declarant, or any individual Lot owner or member of the JKCA enforceable in the same manner as provided under Clause VI, paragraph 9. The easement described in this section is an easement appurtenant, running with the land; it shall at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assignees, perpetually and in full force.

CLAUSE VII

GENERAL PROVISIONS

1. Each of the provisions set forth in these Covenants shall continue and be binding as set forth in paragraph 2 of this Clause VII for an initial period of 30 years from the date of recording hereof with the Recorder of Deeds of Lake County, Illinois and thereafter for successive periods of 25 years each, provided however, that the easements and provisions relating to the creation, maintenance, and care of the Open Space and its Storm Water Detention Facilities and Improvements and compliance with applicable ordinances and regulations relating to the same, are and shall be perpetual, and may only be modified with the prior written approval of Wadsworth.
2. These Covenants as set forth shall run with the land and bind the Declarant and Developer, its successors, grantees, and assignees, and all parties claiming by, through, or under them. The JKCA, any Lot owner, and Wadsworth shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Wherever there shall have been built on any Lot in the Subdivision any Structure that is and remains in violation of the Covenants above set forth, or any of them, for a period of 30 days after receipt by the owner of such Lot of written notice of such violation from the JKCA, then the JKCA, or persons authorized by it shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the JKCA to enforce any of the provisions in these Covenants be deemed to be a waiver of the right to do so as to any violation, nor shall such failure entitle any Owner to claim, sue for, or receive any damages or other payment from the JKCA.
3. With the prior written consent of Wadsworth, record owners in fee simple representing at least two-thirds (2/3) of the Lots in the Subdivision may, in writing, revoke, modify, amend or supplement these Covenants. A certificate executed by an authorized Board officer attached to such amendment shall be deemed conclusive evidence of compliance with this Section. No amendment shall become effective until properly recorded with the Lake County Recorder of Deeds.
4. If a court of competent jurisdiction holds invalid or unenforceable any part of any covenants or provisions contained in these Covenants, such holding shall not impair, invalidate, or otherwise affect the remainder of these Covenants, which shall remain in full force and effect.
5. Each owner of a Lot in Jonathan Knolls shall file the correct mailing address of such owner with the JKCA and shall notify the Board promptly in writing of any subsequent change of address. The JKCA shall maintain a file of such addresses and make the same available to the JKCA. A written or printed notice, deposited in the United States Post Office, postage prepaid, and

addressed to any owner at the last address filed by such owner with the JKCA shall be sufficient and proper notice to such owner wherever notices are required in these Covenants.

6. The terms and conditions of these Covenants shall not apply to any property owned by Wadsworth.

7. In the event of a conflict between the terms of these Covenants and those of Wadsworth ordinances, the more stringent provision shall govern.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS. PARCEL 2: THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 24.67 ACRES THEREOF) OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS:
PARCELS 1 AND 2 TO BE KNOWN AS:

LOTS 1 TO 62, BOTH INCLUSIVE, OUTLOTS A AND B, AND OUTLOT PARK SITE, IN JONATHAN KNOLLS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 27 AND THE NORTHEAST 1/4 OF SECTION 28, IN TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1996 AS DOCUMENT 3889543, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

APPLICATION FOR APPROVAL OF LOT DEVELOPMENT

TO:

Jonathan Knolls
Architectural Review Committee
P.O. Box 335
Wadsworth, Illinois 60083

FROM:

<Insert Owner or Builder Address and Phone Number Here>
(Please Note: The ARC will send your approval letter(s) only to this address.)

DATE:

RE: Lot <insert Lot number here>

Please find enclosed three copies of the documents listed below that the Jonathan Knolls Community Association Architectural Review Board ("the ARC") requires prior to our commencing construction on Lot <insert Lot number here>. We understand that we may not commence construction in any way, including preparing our lot for construction, prior to receiving written approval of our plans from the ARC.

(Note: The ARC will not consider your submittal until you provide it with all required documents, in triplicate.)

1. Site Plan – must include Well and Septic Plan
2. Architectural Plan
3. Landscape Plan
4. Specification Chart – samples should be provided only if material or color is unique

Specification Chart	Brand/Type of Material	Color
Roofing		
Siding		
Brick/Stone/Mortar		
Exterior Windows		
Exterior Doors		
Deck Material		
Shutters (if applicable)		
Garage Doors		
Gutters		
Trim		
Patio		
Sidewalk		
Retaining Wall		

Signature

Date

Print Name

EXHIBIT C

JONATHAN KNOLLS ARCHITECTURAL REVIEW COMMITTEE **ARCHITECTURAL GUIDELINES**

Intent: With a view toward protecting and maintaining the integrity of Jonathan Knolls, the JKCA has established the following architectural guidelines to indicate the development philosophy of the Architectural Review Committee (the "ARC") and to convey the requirements that Owners must meet before development activities can commence on individual Lots.

Controls:

Prior to receiving the approval of the ARC, each Lot owner shall submit to the Committee three sets of the following documents:

1. **SITE PLAN:**

The site plan shall include, but not be limited to, all specifications required by local ordinance in addition to the following:

SITE PLAN GUIDELINES:

- Existing and proposed contours.
- All retaining walls, which shall be constructed of natural materials.
- Top of foundation elevations.
- Well and Septic field locations. To ensure harmonious positioning of wells and septic systems, these systems shall be located consistent with the provisions of the appropriate governmental agency.
- Storm sewer system draining the roof and yard areas.
- Driveway location and material. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with asphalt, concrete, or other material of which the ARC approves. Paved areas that cover any Wadsworth right of way may be paved only with gravel or asphalt. The ARC shall approve plans and specifications for driveways in writing. Driveways may access the adjacent street at one location only, unless otherwise approved by the ARC. Owners shall obtain Wadsworth approval for driveway street access and are responsible for securing any approvals related thereto.
- Sidewalk location and material.
- Patio location and material.
- RCP culvert with flared ends location.
- Any/all setbacks and easements.

2. ARCHITECTURAL PLAN GUIDELINES:

The plans shall include, but not be limited to, all specifications required by local ordinance in addition to the following:

- Minimum Square Foot Requirements:
 - One-story dwellings: not less than 2,700 square feet of Living area.
 - Two-story dwellings: not less than 3,000 square feet of living area with a minimum of a 1600 square foot first floor footprint.
- Siding and trim samples and color chips. All siding shall be either redwood planking laid horizontally, cedar planking laid horizontally, or a siding material that has ARC approval. All color shall consist of transparent stain.
- Masonry sample and mortar color.
- At the minimum, the chimney must be constructed of masonry, natural stone or brick. Chimney detail.
- Roofing material and flashing (including valleys). The roof must be constructed with hand split cedar shake shingles, clay tile, slate, 40 year architectural grade manufactured shingles, or other comparable material.
- The minimum roof pitch is 8: 12.
- There shall be a minimum of five roof ridges on each house.
- All visible flashing and valleys must be copper.
- Locate all roof vents, identify sizes and types. All roof vents shall be located on the rear slope of the roof.
- Exterior lighting.
- Exterior windows and doors (including the garage) with color chips.
- Garage location. Each garage shall be attached and hold at least three cars and have a minimum of three single overhead doors, 8 feet high, 9 feet wide. No garage doors shall face the street or the same direction as the front door.
- Deck materials and stain colors. All decks shall be constructed with cedar, redwood or other materials upon ARC approval.
- Address number details.

3. LANDSCAPE PLAN:

The Landscaping Plan shall include, but not be limited to, design concepts and specifications for all landscape beds and hardscapes, tagging, location, and identification of all existing trees greater than six inches in diameter on the Lot, proposed drainage and grading plans, property lines, any/all setbacks and easements, any restricted natural woodland area, or portion thereof, that falls within the property lines, the platting of all existing high quality plants that lie within the restricted natural woodland area and new plantings, showing their names, size, quantity, and location, proposed or existing dwelling location.

LANDSCAPE PLAN GUIDELINES:

- Shade trees are limited to Greenspire Linden, Pin Oak, Red Oak, Burr Oak, Hickory, Red Maple, Sugar Maple, Autumn Purple Ash. (2.5-inch diameter minimum) or any other tree species upon ARC approval.
- Conifers are limited to: Austrian Pine, Scotch Pine, White Pine, Concolor Fir (white fir) (7-foot minimum height).
- Adequate naturally shaped feature areas around the house.
- Location of Existing Features:
 - Trees.
 - Ponds, brooks, and waterfalls.
 - Berms and slopes.
- Location of swimming pools, tennis courts and recreational equipment, material and location must be shown. No swimming pools shall be erected above grade. Tennis courts and swimming pools shall be screened from the street or streets by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the ARC. No tennis court, swimming pool, or other recreational equipment the ARC permits shall be located on a Lot nearer to the Front Lot Line than the rear of the Dwelling.
- Flagpoles shall be allowed. Location on Lot, size of structure, and tastefulness will be reviewed before construction is allowed. The following are a minimum set of guidelines for flagpoles:
 - the maximum height will be the lower of either a 20' flag pole or 4" higher than the roof peak;
 - no more than two flags;
 - flags must be 3' (vertical) x 5'(horizontal) in size; and
 - flags of the United States must be lit or taken down at night.
- All retaining walls shall be constructed of natural materials.