

96K000847

FILED FOR RECORD  
KANE COUNTY, ILL.

96 JAN -4 PH 1:00

*Lynda M. Rivera*  
RECORDER

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**FAIRHILLS OF CANTERFIELD**

FRHL SCFD 1 (\*)  
FRHL SCFD 2

This instrument was prepared by:

Gary L. Taylor  
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300 East Roosevelt Road  
Wheaton, IL 60189  
708/668-8500

109

Recorder Fee: \$101  
TIGOR TITLE INS.  
2020 OAK STREET @  
ST. CHARLES, IL 60174  
708/677-2230

PD.  
120.00  
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owners of Lots within the Canterfield Development as an equestrian and pedestrian trail (hereinafter referred to as the "Private Trail Easements"); an easement over certain property owned by the Village of West Dundee for an equestrian and pedestrian trail (hereinafter referred to as "Off Site Trail Easement"); easements over portions of certain Lots which are to be maintained to protect trees and open space (hereinafter referred to as the "Conservancy Easements"); and cul-de-sac islands, all as delineated on the plat of subdivision for Fairhills of Canterfield, recorded in the Office of the Recorder of Deeds of Kane County, Illinois as Document No. 95K053597 and Document No. 95K053598; and

**WHEREAS**, Declarant intends to create an Illinois not-for-profit corporation known as the Fairhills of Canterfield Homeowners Association (hereinafter referred to as the "Association"); and

**WHEREAS**, Declarant intends to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Association; the Village of West Dundee (hereinafter referred to as the "Village"); and the Owners (as hereinafter defined); and

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of maintaining the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement,

Conservancy Easements, cul-de-sac islands and any improvements thereon, and for administering and enforcing the covenants, conditions and restrictions and for collecting and disbursing the assessments and charges hereinafter created;

**NOW, THEREFORE,** Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

**ARTICLE I**

**DEFINITIONS**

1. "Architectural Review Committee" shall have the meaning set forth in Article III, Section 2.

2. "Association" shall mean and refer to Fairhills of Canterfield Homeowners Association, a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois, its successors and assigns. Said corporation shall be the governing body for all of the Owners with respect to the administration, maintenance, repair and replacement of the Landscape Easements, Detention Facilities, Private Trail Easements, Off Site Trail Easement, Conservancy Easements, Sign Easements and appurtenant structures (as hereinafter defined) and cul-de-sac islands as provided by this Declaration and the By-Laws; and said

corporation shall be the legal representative for all matters and claims relating directly or indirectly to matters of common interest relating thereto. A copy of the initial By-Laws of the Association is attached hereto and made a part hereof as Exhibit "B" and by reference incorporated herein as if fully set forth.

Each Owner shall automatically become and be a member of the Association so long as he continues as an Owner. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest.

3. "Canterfield Development" shall mean and refer to the real estate legally described in Exhibit C hereto.

~~4. "Conservancy Easements" shall mean and refer to the conservancy easements in favor of the Village and Association, located on portions of Lots 29, 30, 31, 32, 33, 34, 36, 37, 59, 60, 61, 62, 63, 64, 65 and 66, as delineated on the Plat of Subdivision, which are created to preserve trees and open space on the Property, the legal title to which is owned by the Owners of said Lots, but which is to be maintained by the Association for the benefit of all Owners and the Village, as hereinafter defined.~~<sup>+</sup>

5. "Declarant" shall mean and refer to The Ryland Group, Inc., its successors and assigns who are designated as such in writing by Declarant and who consent in writing to assume the duties and obligations connected therewith, and any mortgagee in possession of the Property.

6. "Declaration" shall mean the within instrument, together with those exhibits which are appended hereto and made a

+ Replaced by  
Amendment #4  
(5/2/19)

part hereof, and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as The Fairhills of Canterfield Declaration of Covenants, Conditions and Restrictions.

7. "Detention Facilities" shall mean and refer to those areas identified as Outlot A and Outlot B on the Plat of Subdivision, which areas are to be utilized for retention/detention of storm and surface water and will be owned and maintained by the Association.

8. "Dwelling Unit" shall mean and refer to a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as constructed upon the Property by Declarant.

9. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than five (5) persons not all so related, together with his or their domestic servants, maintaining a common household as a Dwelling Unit.

10. "HLC" shall mean and refer to HLC Partners, an Illinois general partnership, its successors and assigns.

11. "Improvement" or "Improvements" shall mean and include Dwelling Units, Structures, any and all buildings, driveways, pedestrian walkways, fences, mailboxes, lighting, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs, and all other structures or landscaping improvements of every kind and description.

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12. "Landscape Easements" shall mean and refer to the landscape easements and improvements including all appurtenant structures, whether now constructed or to be constructed, in favor of the Village and Association, located on the rear portions of Lots 113, 114, 115, 116, 117, 118, 119, 120, 121 and 122 and Outlots C and D, which are to provide for screening from the commercial uses and noise located east of the Property, as delineated on the plat of subdivision thereof, to be recorded in the Office of the Recorder of Deeds of Kane County, Illinois, (the "Subdivision" or "Plat of Subdivision") the legal title to which is owned by the Owners of said Lots and the Association as to Outlots C and D and which is to be maintained by the respective Owners whose Lots are encumbered by said easements, or the Association as to the Outlots, and by the Association if the Owners fail to maintain same, for the benefit of the Owners and the Village, as hereinafter defined.

13. "Lot" shall mean and refer to a plotted lot designated as such upon any recorded subdivision plat of the Property.

14. "Municipal Utility Easements" shall mean and refer to the municipal utility easements over portions of the Subdivision in favor of the Village for operation, maintenance and repair of sanitary and storm sewers, as per the easement provisions stated on the Plat of Subdivision.

15. "Off Site Trail Easement" shall mean and refer to that area delineated on Exhibit "E" hereto, the legal title to which is to be owned by the Village, but which Off Site Trail

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Easement shall be granted to the Association and which shall be maintained by the Association in the same manner as the Private Trail Easements.

16. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. Declarant shall, as long as it owns Lots, be an Owner.

17. "Permitted Private Trail Users" shall mean and refer to members of the Association, residents within the Canterfield Development, their guests (when accompanied by a resident); Craig S. Zachrich and Alexandra Estes Zachrich, their guests and invitees (who need not be accompanied); and owners of horses boarded in stables located on the Canterfield Development (excluding, however, persons who rent horses at stables located on the Canterfield Development, unless such person or persons are accompanied by one of the other permitted users of the Private Trail Easements as herein specified).

~~18. "Private Trail Easements" shall mean and refer to those areas delineated as such over the rear portions of Lots 88, 89, 94, 95, 97, 98 and 99, as depicted on the Plat of Subdivision, the legal title to which is owned by the Owners of said Lots, but which Private Trail Easements shall be granted to the Association and which shall be maintained by the Association. Such easements may be used as an equestrian and pedestrian trail only by the Permitted Private Trail Users. No fencing or other structures may~~

~~be located within the Private Trail Easements. In addition, Declarant acknowledges that the easement located over Lot 100 is a continuation of the Public Trail Easement which was incorrectly labeled as a Private Trail Easement.+~~

19. "Property" shall mean and refer to the Fairhills of Canterfield Subdivision as legally described in Exhibit "A" appended hereto and made a part hereof.

20. "Public Trail Easements" shall mean and refer to those areas as delineated on the Plat of Subdivision, which Public Trail Easement shall be generally accessible to the public for use as a bicycle, equestrian and pedestrian trail, the legal title to which is owned by the Village and which is to be maintained by the Village.

21. "Sign Easements" shall mean and refer to those areas located over and upon Outlot A and Outlot B as delineated on the Plat of Subdivision, which Sign Easements shall be used to locate and maintain entrance monumentation to the subdivision and structures and landscaping appurtenant thereto.

22. "Structure" shall mean any building or other Improvement erected or constructed the use of which require more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

23. "Turnover Date" shall refer to the date that Declarant relinquishes control of the Association as hereinafter described in Article IV, Section 2(b).

+ Replaced by  
Amendment #4  
(5/2/19)

24. "Village" shall mean and refer to the Village of West Dundee, an Illinois municipal corporation, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

1. Easements in Favor of the Village. The duly designated officials, employees and agents of the Village of West Dundee, and of other governmental bodies having jurisdiction over the Property, shall have a non-exclusive easement to enter upon, on and over the Landscape Easements, Sign Easements, Municipal Utility Easements, Private Trail Easements and Conservancy Easements, and any Lots encumbered by said respective easements in accordance with the covenants stated in the Plat of Subdivision for the purposes of maintaining any drainage or utility systems and enforcing the applicable health, fire, and safety ordinances, rules and regulations of the said Village and governmental bodies and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by either the Association or an Owner.

2. Association's and Declarant's Easements. The Association shall have a non-exclusive easement for ingress and egress in and to the Landscape Easements, Private Trail Easements, Off Site Trail Easement and Conservancy Easements, and any Lots encumbered thereby for the purpose of maintaining the drainage and utility systems and other amenities or structures thereon and to

insure that the landscaping is maintained, repaired and replaced by the Lot Owners whose Lots are encumbered by said Easements with the right to do so if they do not, all of which shall be a "Common Expense", as hereinafter defined. The Association shall also insure that no Owner whose Lot is encumbered by said easements has altered the design grades within said easements nor otherwise obstruct the design drainage patterns established by final engineering plans for the Subdivision which have been approved by the Village.

The Association shall also have a non-exclusive easement for ingress and egress to the Sign Easements for the purpose of maintaining, repairing and replacing any and all entrance monumentation and related appurtenant structures and landscaping used in connection therewith as located within said easements. Said maintenance, repair and replacement shall be a "Common Expense" as hereinafter defined.

The Association shall also have a non-exclusive easement for ingress and egress to the cul-de-sac islands for the purpose of maintaining any and all landscaping and related appurtenant structures located within or upon said islands.

Declarant shall convey the Detention Facilities and Sign Easements to the Association, by Quit-Claim Deed, at such time as Declarant relinquishes control of the Association as hereinafter described in Article IV, Section 2(b). The Association shall maintain, repair and replace the landscaping and other amenities or structures located on the Detention Facilities and Sign Easements.

Said maintenance, repair and replacement shall be a "Common Expense" as hereinafter defined.

During the period of construction and/or marketing of the Property, and as long as Declarant owns any Lots, Declarant shall have the right of ingress and egress, and the right to install or construct any improvements, over, across and through any part of the Property, including the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement and Conservancy Easements.

All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

The Declarant shall construct, maintain and repair, the Landscape Easements, Sign Easements, and maintain and repair the storm sewer piping and detention areas in the Detention Facilities from assessments collected at the closing of the Lots for the benefit of the Association until said time as it relinquishes

control of the Association as hereinafter described in Article IV, Section 2b.

3. HLC Easements. HLC shall have a non-exclusive easement for ingress and egress in and to the Private Trail Easements and Off Site Trail Easement, and any Lots encumbered thereby for the purpose of installing the surface of the equestrian and pedestrian trail to be located within the Private Trail Easement and Off Site Trail Easement. HLC will exercise its rights granted hereunder in such a manner as not to unreasonably interfere with the Lot Owner's use and enjoyment of a Lot encumbered by the Private Trail Easements, and will promptly repair any damage to the Lots so encumbered as a result of HLC's exercise of its rights under this Article II, Section 3.

4. Reciprocal Easement Rights. The Permitted Private Trail Users shall have a non-exclusive easement for use and enjoyment and ingress and egress to the Private Trail Easements, Off Site Trail Easement and Public Trail Easements for the use of such Private Trail Easements, Off Site Trail Easement and Public Trail Easements in the manner and subject to the restrictions as contemplated in this Declaration. HLC agrees that it will require all other areas of development within the Canterfield Development to grant reciprocal easement rights to the Permitted Private Trail Users in and to all private trails which are hereinafter created within any portion of the Canterfield Development, which reciprocal easement rights shall be substantially as provided in this Declaration relative to the use and enjoyment of all private trails by the Permitted Private Trail Users.

5. Reversion of Public Trail Easements. In the event that the Village shall abandon the Public Trail Easements, or if for any reason such Public Trail Easements shall cease to be used as such, the Public Trail Easements shall revert to Private Trail Easements and shall be governed by all terms of this Declaration relating to Private Trail Easements.

### ARTICLE III

#### ARCHITECTURAL CONTROLS

1. Except for Improvements constructed by Declarant, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of the committee established in accordance with Section 2 of this Article III (the "Architectural Review Committee"), which approval shall be obtained in the manner hereinafter set forth.

2. The Architectural Review Committee shall consist of up to five (5) (but not less than three (3)) members, all of whom shall be Owners of property within the Canterfield Development and who may or may not be members of the Board of Directors, provided that prior to the Turnover Date, such members do not have to be Owners. HLC shall have the right to appoint a majority of the members to the Architectural Review Committee, i.e., if the Architectural Review Committee has five (5) or four (4) members, HLC shall appoint three (3) such members; if the Architectural Review Committee has three (3) members, HLC shall appoint two (2)

members. The Board of Directors of the Association shall appoint any remaining members to the Architectural Review Committee, not appointed by HLC. The regular term of office for each member shall be two years, coinciding with the fiscal year of the Association. Any member appointed by the Board of Directors of the Association may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member appointed by HLC may be removed only by HLC. The Architectural Review Committee shall elect a chairman and he/she, or in his/her absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Review committee shall meet as needed, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board of Directors.

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3. The Architectural Review Committee shall adhere to and enforce the Design Guidelines attached hereto as Exhibit D and hereby incorporated herein by reference, and is hereby authorized to promulgate from time to time such additional written architectural standards, policies, and guidelines (the "Additional Standards") governing the construction, location, landscaping, and design of Improvements, the contents of submissions of Plans and Specifications, and other information required to evidence compliance with and obtain approval pursuant to the provisions hereof. The Design Guidelines and Additional Standards shall be binding and enforceable on all Owners with respect to all Improvements requiring the approval of the Architectural Review Committee. No improvements shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwelling Units and other Improvements which are constructed by Declarant) unless and until the Architectural Review Committee has approved in writing the proposed architect and builder of any such Improvements.

~~4. No construction of Improvements shall be undertaken or conducted on Sundays, except for (a) construction activities of Declarant, (b) emergency situations involving the potential loss, injury, or damage to persons or property, and (c) as otherwise permitted by the Architectural Review Committee. +~~

5. To preserve the architectural and aesthetic appearance of the Property, no construction of Improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant, with respect to the construction or affecting

+ Amended by First  
Amendment (Ryland) 3/28/96

the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the "Plans and "Specifications" shall have been submitted to and approved in writing by the Architectural Review Committee as to the compliance of such Plans and Specifications with the Design Guidelines and such Additional Standards as may be published by the Architectural Review Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. For purposes hereof, "Plans and Specifications" shall be deemed to mean:

- (a) The Lot site plan, as prepared by the owner's architect, showing among other things, the location and dimensions of all intended Improvements;
- (b) Drawings, plans and specifications, as prepared by the owner's architect, of all exterior surfaces, showing elevations and grade, and including the color, quality and type of exterior construction materials; and,
- (c) All such other information as may be reasonably required which will enable the Architectural Review Committee to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements.

(d) +

+ Amended by First  
Amendment (Ryland) 3/28/96

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One (1) copy of such Plans and Specifications, so submitted, shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved". Photographs of the adjacent houses or vacant lot on all sides of the subject Lot shall be submitted at the same time as the foregoing plans and specifications and such photographs shall become the property of the Architectural Review Committee. The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing Plans and Specifications and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof (the "Plan Review Fee"). The Plan Review Fee initially established for such review shall be \$100.00 for each submission, and the Architectural Review Committee shall have the right to increase this amount from time to time. The Architectural Review Committee shall have the sole discretion to determine whether Plans and Specifications submitted for approval are acceptable to the Association. Following approval of any Plans and Specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling Unit, or other Improvements with respect to which construction is underway to determine whether or not the Plans and Specifications therefor have been approved and are being complied with. In the event the Architectural Review Committee shall determine that such Plans and Specifications have not been approved or are not being

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complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved Plans and Specifications. In the event the Architectural Review Committee fails to approve or disapprove in writing any proposed Plans and Specifications within thirty (30) days after such Plans and Specifications shall have been submitted, such Plans and Specifications shall be deemed to have been expressly approved, provided the proposed Improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of the Plans and Specifications, no further approval under this Article III shall be required with respect thereto, unless such construction has not been substantially commenced within six (6) months of the approval of such Plans and Specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such Plans and Specifications are materially altered or changed. Refusal of approval of Plans and Specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

6. No approval of Plans and Specifications and no publication of Additional Standards or adherence to the Design Guidelines shall be construed as representing or implying that such Plans and Specifications, Design Guidelines or Additional Standards shall, if followed, result in properly designed Improvements. Such approvals, Design Guidelines and Additional Standards shall in no

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event be construed as representing or guaranteeing that any Dwelling Unit or other Improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither Declarant, the Association, HLC nor the Architectural Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article III, any loss or damages to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the noncompliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

~~7. HLC shall have the right to assign all of its rights to appoint members to the Architectural Review Committee to another entity, person or persons; provided that such assignment shall have no effect unless HLC shall first obtain the written consent of the Declarant to such assignment, which consent shall not be unreasonably withheld. Provided further that Declarant shall have the right to consent to such an assignment either before or after the Turnover Date, and the Association and each Owner hereby expressly authorize and empower Declarant to issue its consent as aforesaid. Irrespective of any other provision of this Declaration, all of the rights reserved to HLC, or its permitted assignee, which are reserved in this Declaration shall terminate and be of no further effect twenty (20) years from the date of recordation of this Declaration in the Office of the Recorder for Kane County, Illinois. Upon termination as herein provided all~~

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~~rights reserved to HLC, or its permitted assignee, shall be exercised by the Board of Directors of the Association. +~~

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Association and shall remain such so long as he remains an Owner. Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned; provided, however, that the Declarant shall be entitled to only one (1) vote per Lot upon the happening of the following events, whichever occurs earliest:

(i) when ninety percent (90%) of the Lots have been sold and conveyed by the Declarant to purchasers;

(ii) seven (7) years after the date the first Lot is conveyed by the Declarant to another Owner;  
or

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Amendment #4  
(5/2/19)

(iii) upon written notice of election by Declarant sent to the Association as of the date specified in said notice.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (except as otherwise specifically provided by the provisions of Article V, Section 7 hereof), by acceptance of a deed therefor 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 Association for each Lot owned (or to a management company or other collection agency designated by the Association) any Association assessments or charges necessary for the maintenance of the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands, either annually or on such other basis as the Board of Directors of the Association shall determine. The assessments thus collected by the Association shall constitute the maintenance fund of the Association. Any and all Assessments collected by Declarant at the initial closing of a sale of a Lot, which shall be One Hundred and no/100 Dollars (\$100.00) as of the date hereof, as determined according to the purchase agreement with the Owner of said Lot, shall be held by the Declarant and used for the benefit of the Association, if necessary, until control of the Association is relinquished to the Association as hereinabove described in Article IV, Section 2b.

Said amount collected at the closing of each Lot is only an estimate of the amount which initially will be sufficient for the future maintenance, repair and replacement of the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands; however, the Association shall levy future assessments against the Lots for said purposes, if necessary, in accordance with the terms and conditions of this Declaration. Said assessments, together with such interest thereon and costs of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

2. Purpose of Assessments. If required by the Association, each Owner shall pay to the Association assessments representing his proportionate share of the expenses of any maintenance, repair, replacements, administration and operation of the Landscape Easements, Detention Facilities, the Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands, and any other functions of the Association. The assessments for all Lot Owners shall be equal and shall not be waived. Said expenses hereinabove referred to shall

be known as "Common Expenses". The assessments levied by the Association shall be used to pay Common Expenses. Assessments shall be used exclusively for any improvement, maintenance, repair, replacement and insurance of the Landscape Easements, Detention Facilities, the Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands and any other functions of the Association. To the extent, if at all, that any assessments therefor are not expended by the Association when levied and collected, any such savings shall be applied by the Association in reduction of its budget, except with respect to any amounts held by the Association as reserves which shall be deemed to be held by the Association in trust for the members for the uses and purposes for which such reserves have been established.

3. Computation of Assessments. Computation and payment of assessments shall be as follows:

- (a) Each Owner (excluding the Declarant) shall pay the sum of One Hundred and no/100 Dollars (\$100.00) as an initial assessment.
- (b) If the Board of Directors ("Board") of the Association subsequently deems it necessary, it shall estimate the total amount necessary to pay the cost of any additional repair, replacement, materials, insurance, services and supplies relating to maintenance of the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands, and such other items as provided for herein and in the By-Laws of the Association which will be required during the ensuing calendar year or any other such period as established by the Board for the rendering of all services, together with any amount necessary for any additional reserve for contingencies and replacements, and shall notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. All obligations of the Owners hereunder, including, but not limited

to, the Common Expenses for assessments pursuant to this Declaration or the By-Laws of the Association shall be determined by multiplying the amount of such assessment by a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration, subject, however, to the provisions of Article V, Paragraph 7 hereof. Each Owner shall be obligated to pay to the Board, or as it may direct, the assessment made pursuant to this Paragraph (b) within thirty (30) days from when issued. 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. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess, as the Board sees fit, to expenses and/or reserves for the subsequent year.

- (c) If said estimated cash requirement proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board shall serve notice of such further or additional assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such or additional assessment shall become due thirty (30) days after the delivery or mailing of such notice.
- (d) The Board shall establish and maintain reasonable reserves for contingencies and replacements 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.
- (e) The failure or delay of the Board to prepare or serve any annual or other estimate or any itemized

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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 costs, necessary reserves or adjusted assessments as herein provided whenever the same shall be determined, and in the absence of any annual or other estimate or adjusted estimate, the Owner shall continue to pay the last charge at the then existing previous rate established for the previous period, if one was established, until notice of the new maintenance payment which is due more than thirty (30) days after such new annual or other adjusted estimate shall have been mailed or delivered.

- ~~(f) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Expenses specifying and itemizing maintenance and repair expenses 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. +~~
- (g) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. Except as otherwise provided elsewhere herein, an Owner shall personally be liable for all the assessments levied hereunder.

4. Date of Commencement of Assessments; Due Dates: The assessments provided for herein shall commence for all Lots on the first (1st) day following the conveyance of said Lot from the Declarant and shall be levied, if necessary, from time to time by the Board. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

+ Replaced by  
Amendment #4  
(5/2/19)

5. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law and the Association may proceed in equity to foreclose the assessment lien and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorneys' fees of any such action(s) shall be added to the amount of such assessment and judgment.

6. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide first mortgage (or equivalent security interest) on a Lot recorded prior to the date upon which such assessment became due, except for the amount of assessments which become due and payable from and after the date on which said mortgage owner or holder either takes possession of the Lot (by receiver or otherwise) or accepts a conveyance of any interest therein (other than as security). No sale or transfer shall relieve such Lot and its new Owner from liability for any assessments thereafter becoming due or from the lien thereof.

7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company;
- (b) Each of the Lots prior to the time that said Lot is conveyed by the Declarant to a purchaser. Once an exemption is created pursuant to this Paragraph 7,

Subparagraph (b), it shall continue until such time as the Declarant conveys said Lot to a bona fide purchaser, at which time the exemption created hereunder shall cease and said Lot shall be subject to all of the terms and conditions of this Declaration.

## ARTICLE VI

### MAINTENANCE

1. Landscape Easements. The Association shall maintain and keep in repair the Landscape Easements, including all fencing located thereon, except that the affected Lot Owners shall mow all portions of Lots and maintain all landscaping located on the Lots encumbered thereby. If said Owners fail to mow and maintain said portions of the Landscape Easements, the Association shall have the right to do so, and shall have the right to assess the affected Owners, which amounts shall be immediately due and payable to the Association, and for which the Association shall have a lien in accordance with the provisions of Article V as hereinabove set forth and Article VIII, Paragraph 6 as hereinafter set forth. Said Landscape Easements shall remain as such and shall not be otherwise altered by the Association or Owners in any way. The Association or Owners shall also not conduct any activities which would adversely affect the overall functioning of the Landscape Easements. The Association shall be solely responsible to establish rules and regulations for said easements subject to all Village ordinances.

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2. Sign Easements. The Association shall maintain and keep in repair the Sign Easements and all structures and landscaping appurtenant thereto.

3. Detention Facilities. The Association shall maintain and keep in repair the Detention Facilities. The Detention Facilities shall remain as such and shall not be otherwise altered by the Association or Owners in any way. The Association or Owners shall not conduct any activities which would adversely affect the overall functioning of the Detention Facilities. The Association shall be solely responsible to establish rules and regulations for the Owners' use and enjoyment of the Detention Facilities subject to this Declaration and all Village ordinances.

4. Conservancy Easements. The Association shall maintain and keep in repair the Conservancy Easements and all landscaping and appurtenant structures located thereon. The Association shall be solely responsible to establish rules and regulations regarding the Owners' use and enjoyment of the Conservancy Easements, subject to all Village ordinances.

~~5. Private Trail Easement and Off Site Trail Easement. The Association shall maintain and keep in repair the surface of the trail located within the Private Trail Easement and Off Site Trail Easement, except that the affected Lot Owners shall mow all portions of Lots and maintain all landscaping located on Lots encumbered thereby. If said Owners fail to mow and maintain said portions of the Private Trail Easements, the Association shall have the right to do so, and shall have the right to assess the affected Owners, which amounts shall be immediately due and payable.~~

to the Association, and for which the Association shall have a lien in accordance with the provisions of Article V as hereinabove set forth and Article VIII, Paragraph 6, as hereinafter set forth. The surface of the Private Trail Easements and Off Site Trail Easement shall be constructed and installed by HLC, but shall be maintained and kept in repair by the Association. Said Private Trail Easements shall remain as such and shall not be otherwise altered by the Association, HLC or Owners in any way. The Association, HLC or Owners shall also not conduct any activity which would adversely affect the overall functioning of the Private Trail Easements or Off Site Trail Easement or unreasonably interfere with the use thereof. The Association shall be solely responsible to establish rules and regulations for the Private Trail Easements and Off Site Trail Easement, subject to the prior written approval of such rules and regulations by HLC and further subject to all Village ordinances, which rules and regulations shall be designed to grant to all Permitted Private Trail Users a reasonable right of use thereof for the purposes for which such easements were granted. The Permitted Private Trail Users shall have the right, but not the obligation, to trim branches from trees and bushes which impair the use of the trail for its intended purpose. The initial Trail Riding Rules are attached hereto as Exhibit "F".<sup>+</sup>

6. Cul-de-Sac Islands. The Association shall maintain and keep in repair all cul-de-sac islands located within the Property and all landscaping appurtenant thereto.

+ Replaced by  
Amendment #4  
(5/2/19)

## ARTICLE VII

### EASEMENTS

The Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement and Conservancy Easements will be subject to utility easements in favor of any applicable governmental agency and/or public utility company for storm water detention, drainage and any other necessary utilities. If such utilities are not installed or easements not described for same prior to Declarant's relinquishing control of the Association pursuant to Article IV, Section 2b as hereinabove set forth, the Association may grant same later.

## ARTICLE VIII

### GENERAL PROVISIONS

1. Insurance. The Board shall have the authority to and shall obtain insurance for any improvements in or upon the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands and any appurtenances thereto against loss or damage by such hazards as are covered under standard extended coverage provisions for the full insurable replacement cost thereof. The Board shall also have the authority to and shall obtain comprehensive public liability insurance in reasonably adequate limits as it shall deem appropriate and other liability insurance as it may deem desirable insuring the Association, the Board and HLC with respect to said improvements. The premiums for

all insurance purchased pursuant to the provisions of this Section 1 shall be Common Expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy.

2. In accordance with the provisions of the Plat of Subdivision, and in order for the Association (and the Declarant until after the initial installation) to maintain the easements running in its favor as described in this Declaration, no improvements of any kind shall be constructed under, over or upon Municipal Utility Easements, any portions of the Landscape Easements, Detention Facilities, the Sign Easements or Conservancy Easements, unless approved in writing by the Association and the grantee of the easement. If any such structures are so installed by an Owner or his agent over said easements which are in need of maintenance or repair by the Association, the Village, or their agents, as the case may be, said parties shall not be liable for any damage caused to said structures which occurs as a result of said maintenance or repairs and the Association shall not be responsible for any reseeded or other restoration, but shall be responsible to re-establish design grades.

3. All Lots are further subject to the following restrictions:

- (a) No Structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration. All Structures on the Property shall be of new construction.
- (b) The lots shall be used only for residential purposes, as a private residence, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident. In addition, a Dwelling Unit or Lot

may be used for a home occupation or business provided that:

- a. Such use is in full compliance with all Village ordinances; and,
  - b. Such use shall not have customer parking which will not be accommodated in the driveway of the Dwelling Unit; and,
  - c. Such use shall not cause an increase in traffic or congestion within the Property; and,
  - d. Such use may not be advertised or identified by any signs or placards located on or in the Dwelling Unit or Lot, or any other part of the Property.
- (c) No Structures other than detached residences for single family occupancy, and not more than one animal house shall be constructed on each Lot; provided that any such animal house shall be constructed adjacent to the residence and shall not be visible from the street.
  - (d) All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of said Village.
  - (e) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently.
  - (f) No advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or Lot, except as provided in Subparagraph (g) hereof.
  - (g) The Declarant may maintain, while engaged in constructing and selling activities, in or upon such portions of the Property as Declarant shall determine, such temporary facilities as in its sole

discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments and construction trailers.

- (h) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- (i) All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and Streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on the Lots.
- (j) Drying of clothes shall be confined to the interior of the Dwelling Units.
- (k) An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.
- (l) There shall be no change in any exterior color of any Dwelling Unit unless approved by the Architectural Review Committee.
- (m) No nuisance, noxious or offensive activity shall be carried on in the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Units on the Property.
- (n) No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.
- (o) Parking areas and driveways shall be used for parking operable automobiles only and shall not be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles, boats or for any other purpose. No repair or body work or any motorized vehicle shall be permitted except within the confines of the garage. Any violation of the provision shall be deemed a nuisance under Subparagraph (m) hereof. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No portion of the Property,

except garages on the respective Lots, may be utilized for parking or storing any boats.

- (p) The operation of "ham" or other amateur radio stations or the erection of any communication antenna, television antenna receiving dish or similar devices shall not be allowed on any Lot; provided, however, that television antennas may be maintained if located entirely within a Dwelling Unit. +
- (q) No owner shall install any fencing, shrubbery, trees, plants, structures or retaining walls or perform any other construction within any area designated on any plats recorded in the Recorder's Office of Kane County as: (i) a Landscaping Easement area, or (ii) any easement area delineated as a Municipal Utility Easement, or (iii) any area designated as a Conservancy Easement, or (iv) any area designated as a Private Trail Easement or Public Trail Easement. +
- ~~(r) No Owner shall install any fencing on the Lots which is not constructed of all natural materials. Prior to installing any fence or fencing the Owner shall first obtain the approval of the Architectural Review Committee. Chain link fences shall not be installed on any Lots. + ++~~
- (s) All basketball hoops and backboards and other similar items on Dwelling Units shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Dwelling Unit. Basketball hoops and backboards may be erected only in accordance with the Design Guidelines promulgated for the Properties and approval of the Architectural Review Committee as herein provided in Article III of this Declaration. The color of a basket-ball backboard and the pole supporting such backboard shall be consistent with the color scheme of the residence constructed on the Unit.
- (t) No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Lot, or Lots, owned by Declarant, with the prior written approval of HLC first being obtained, which approval shall not be unreasonably withheld. Any such division, boundary line change, or replatting shall not be in

+ See CCRs Amendment 3

++ Replaced by  
Amendment #4  
(5/2/19)

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violation of the applicable subdivision and zoning regulations.

No Dwelling Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Dwelling Units which it owns.

- (u) The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.
- (v) No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, hot tubs, spas or any similar apparatus may be permitted in accordance with the Design Guidelines promulgated for the Property, if approved in accordance with Article III of this Declaration.
- (w) No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article III of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as such committee may determine in its sole discretion.
- (x) No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.
- ~~(y) No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Dwelling Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the~~

~~Architectural Review Committee pursuant to Article III hereof. +~~

- (z) All wetlands, lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Declarant or the Association.
- (aa) There shall be no use of motorized vehicles of any kind upon the Public Trail Easements or Private Trail Easements (excepting motorized lawn maintenance equipment while being used to maintain Lots encumbered by such easements and construction vehicles necessary or appropriate to the initial construction or ongoing maintenance of the surface of such Public Trail Easements and Private Trail Easements).
- (bb) There shall be no use of bicycles, unicycles or other wheeled vehicles upon the Private Trail Easements. Said Private Trail Easements are intended and so reserved for equestrian and pedestrian traffic only.

~~4. Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or any Rules and Regulations of the Association, the Association, HLC, and the Board of Directors of the Association shall each have all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said Rules and Regulations and those which may be available at law or in equity and each may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the~~

+ Replaced by  
Amendment #4  
(5/2/19)

~~lot and ownership interest of such Owner, or for damages or injunction, for specific performance, for judgment for payment of money and collection thereof, for any combination of remedies or for any other relief provided, however, notwithstanding anything contained herein to the contrary, the Association may not avail itself of any remedies under "An Act in regard to Forcible Entry and Detainer" approved February 6, 1874, as amended. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association or HLC in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the Common Expenses (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his additions and improvements thereto and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association, HLC or the Board. All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Association, are mutually enforceable by and among the members of the Association. Any member who believes that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true and that~~

~~corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation as unworthy of action or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining member can prosecute his claim in whatever legal manner is best suited to the situation. +~~

5. Land Trusts. In the event title to any Lot should be conveyed to a land title-holding trust under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in the title to such real estate.

Nothing in this Paragraph 6 shall be deemed to alter or diminish the rights or remedies of the Association under Article V, Paragraph 5 relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

+ Replaced by  
Amendment #4  
(5/2/19)

6. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated; provided, that no amendment hereto shall abrogate any maintenance responsibility of the Association or individual Lot Owner, as heretofore required by this or any other binding Declaration, or adversely affect the ability of the Association to perform thereunder, and nothing herein contained shall be deemed to permit the Association so to abrogate such maintenance agreement or adversely affect its ability so to perform; provided further that all such amendments shall be approved in writing by HLC or its permitted assignee . Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, except as hereinafter provided, modify, amend or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and properly recorded in Kane County, Illinois. Any such amendment, modification or repeal of this Declaration by Declarant shall be required to be approved in writing by HLC or its permitted assignee. Declarant further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the Plat of Subdivision subject to the written approval of HLC or its permitted

assignee first being obtained, which approval shall not be unreasonably withheld. No provision contained in this Declaration inuring, in whole or in part, to the benefit of the Village, shall be amended without its express written consent.

7. Annexation of Additional Properties. If, within ten (10) years of the date of the recording of the Declaration, the Declarant should develop additional lands immediately adjoining the Property, such additional lands may be annexed to the Property without the consent of the Owners.

In the event Declarant elects from time to time to annex and subject all or any portion of the above mentioned additional lands to the provisions of this Declaration, Declarant shall record a Supplementary Declaration(s), which shall contain the legal description of the additional portion of Property which is to become subject to this Declaration.

In compliance with this Section 7, all Supplementary Declarations and the real estate covered therein shall be subject to the following terms:

- (a) The rights, easements, covenants, restrictions, burdens, uses privileges set forth and described herein shall run with and bind the land of such additional portions of the Property or such other real estate and inure to the benefit of and be the personal obligation of the Owners of Lots thereon in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property previously subjected thereof; and
- (b) All of the provisions of this Declaration shall include and apply to the additional portions of the Property included in any such Supplementary Declaration and the owners, mortgagees and lessees thereof with equal meaning and of like force and effect.

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~~8. Notices. Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof. +~~

9. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10. Rights and Obligations. The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, the By-Laws and the Master Declaration, whether or not mention thereof is made in said deed.

+ Replaced by  
Amendment #4  
(5/2/19)

11. Miscellaneous Provisions. Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

- (a) Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Association rules and Regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.
- (b) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Paragraphs are for convenience only and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Paragraphs or subdivisions of another document or instrument.
- (c) Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering dwellings constructed upon the Lots, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement

or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls title to a Lot.

12. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

13. Conflicts. In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

14. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provisions, the rule restricting restraints on alienation; or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Michael Jordan, Chicago Bulls basketball player.

15. Assignment of Rights. At any time or times, Declarant or HLC may assign any or all of its rights conferred by

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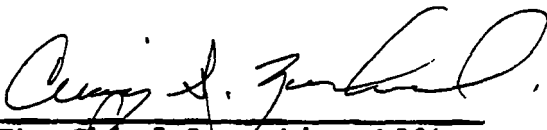
this Declaration. Upon execution of any assignment by Declarant or HLC, it shall be relieved from any liability arising from the performance or nonperformance of such rights or obligations.


16. Covenant In Event Of Dissolution Of Association. All Owners hereby acknowledge that the Village has established a special service area encompassing the Subdivision. In the event the Association herein provided for shall be dissolved, all restrictions created herein affecting the Detention Facilities, Landscape Easements, Private Trail Easements, Sign Easements and all other property owned by the Association and the Lots and Dwelling Units shall remain in full force and effect. If the maintenance of the Common Areas shall be neglected by the Association, such event may trigger conveyance of the Common Areas to the Village in accordance with the separate Agreement between Declarant and the Village.


IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested to and its corporate seal to be hereunder affixed as of the day and year first above written.

HLC PARTNERS,  
an Illinois general partnership  
By: Haeger Industries, Inc.

THE RYLAND GROUP, INC.,  
a Maryland corporation

By:   
Its Chief Operating Officer

By:   
Its: Vice Pres. - Operations

Attest:   
Its: Administrative

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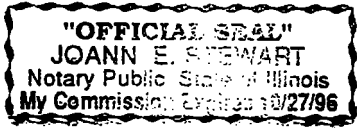
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Joann Stewart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN LUCZYNSKI, VICE PRES. OPERATIONS of The Ryland Group, Inc. and TYACI RIGGINS, ADMINISTRATOR thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES. OPERATIONS and ADMINISTRATOR, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, did also then and there acknowledge that he, a custodian of the corporate seal of said corporation, did affix said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

December, 1995. GIVEN under my hand and Notarial Seal this 20th day of



Joann Stewart  
Notary Public  
My Commission Expires: 10-27-96

STATE OF ILLINOIS )  
COUNTY OF Kane ) SS

I, A. Lorraine Ritt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CENG S. ZACHRICH, MANAGING PARTNER of HLC Partners, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership.

December, 1995. GIVEN under my hand and Notarial Seal this 20th day of

A. Lorraine Ritt  
Notary Public

My Commission Expires: \_\_\_\_\_



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**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 1 through 122 inclusive and Lots A through F inclusive  
Of

Fairhills at Canterfield being a subdivision of part of the Southwest quarter of Section 27 and the Northwest quarter of Section 34, both in Township 42 North, Range 8 East of the Third Principal Meridian according to the plat thereof recorded September 12, 1995 as Document No. 95K053597 and Document No. 95K053598, in Kane County, Illinois.

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**EXHIBIT "B"**

**BY-LAWS**

**OF**

**FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Fairhills of Canterfield Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall initially be located in Cook County, Illinois, but meetings of members and the Board may be held at such places within the State of Illinois, County of Kane, as may be designated by the Board.

**ARTICLE II**

**DEFINITIONS**

1. The term "Declaration" shall mean the Fairhills of Canterfield Declaration of Covenants, Conditions and Restrictions to which these By-Laws have been appended as an exhibit.

2. The defined terms as set forth in Article I of the Declaration shall have the same meanings as those set forth herein.

ARTICLE III

MEETINGS OF MEMBERS

~~1. Annual Meetings. The first annual meeting of the members shall be held within two (2) years from the date of the proper recordation of the Declaration in Kane County, Illinois and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.<sup>+</sup>~~

2. Special Meetings. Special meetings of the members may be called at any time by the President, the Board or upon written request of the members who are entitled to vote a total of one-fourth (1/4) of the votes of the Class A membership or upon request of the Class B membership.

3. Notice of Meetings. Except as may be otherwise provided by the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than forty (40) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a

+ Replaced by  
Amendment #4  
(5/2/19)

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special meeting, the purpose of the meeting. A copy of the notice shall be mailed as herein provided to the HLC Partners.

4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided by law, in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement of the meeting until a quorum as aforesaid shall be present or be represented.

5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of Directors. Until the first annual meeting, the Board shall consist of three (3) Directors designated by the Declarant.

2. Election. At the first annual meeting, the number of Directors shall automatically increase to five (5) and the members shall elect one (1) Director for a term of one (1) year and two (2)

Directors for a term of two (2) years, two (2) Directors for a term of three (3) years, and at each annual meeting thereafter, the members shall elect the vacancies for directors as they come due on the expiration of a Director's term for a term of two (2) years. Directors may succeed themselves.

3. Removal. From and after the first annual meeting, any Director may be removed from the Board, with or without cause, by a vote of seventy-five percent (75%) of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the time of the next election of Directors. In the event that the term of the directorship vacated as above shall not have expired at the time of the next election following the appointment of a successor by the remaining Board members as provided above, in addition to the directorships normally to be filled at that election, the members shall also elect a Director to serve the remaining unexpired terms of the directorships vacated.

4. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of

all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting. Such nominations may be made from among members only, except in the case of Declarant.

2. Election. Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI

### MEETINGS OF DIRECTORS

1. Annual Meetings. Annual meetings of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

3. Quorum. The majority of the number of Directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board shall have power to:

- (a) ~~Adopt and publish rules and regulations governing the use of the Landscape Easements, Detention Facilities, Private Trail Easements, Off Site Trail Easement, Conservancy Easements, the Sign Easements, the Property and any facilities thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, provided that in all instances such rules and regulations are consistent with the provisions of the Declaration; +~~
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) ~~Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration; +~~
- (d) Exercise all the powers and duties referred to in the General Not-for-Profit Corporation Act.

2. Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting

+ Replaced by  
Amendment #4  
(5/2/19)

when such statement is requested in writing by sixty percent (60%) of the Class A members who are entitled to vote;

- (b) Supervise all officers, agents and employees of this Association and see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (i) fix the amount of the assessments against each Lot at least thirty (30) days in advance of when they are levied and issued and send notice thereof; and
  - (ii) foreclose the lien against any Owner for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association as provided in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) Cause the Landscape Easements, Detention Facilities, Sign Easements, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands to be maintained in accordance with the Declaration.
- (h) To cause a written notice to be served upon the Village of West Dundee annually, on or before July 1st of each year, specifying the amount of the Association's maintenance and capital reserve funds and further advising the Village that the Association is continuing to administer and maintain the Common Areas as delineated in the Declaration.

3. + Added by Amendment #4 (5/2/19)

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## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

1. Enumeration of Officers. The officers of this Association shall be a president and vice president who shall at all times be members of the Board, a secretary and a treasurer and such other officers as the Board may determine from time to time and by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise be disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. The president may not hold any other office.

8. Duties. The duties of the officers shall be those usually vested in their respective office of a not-for-profit corporation, including, but not limited to, the following:

- (a) President. The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board;
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement

See CCRs  
Amendment 2

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~~of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.~~

- (e) HLC Representative. HLC may designate in writing to the Board of Directors of this Association, a representative of HLC who will be entitled to receive notices of all meetings, special or annual, of the Association or the Board of Directors, and will be entitled to attend all such meetings.

**ARTICLE IX**

**COMMITTEES**

The Board shall appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

**ARTICLE XI**

**ASSESSMENTS**

~~As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days~~

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~~after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of his Lot. Every member, except Declarant, who has mortgaged his Lot, authorizes his mortgagee to collect and pay to the Association this assessment. Should the mortgagee decline to do so, then payments shall be made periodically as determined by the Association to the Association.~~

**ARTICLE XII**

**CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words:

FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION

Corporate Seal of Illinois

**ARTICLE XIII**

**AMENDMENTS**

1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of seventy-five percent (75%) of the members of the Association; provided that no such amendment may affect a right granted to HLC by the Declaration or

+ Replaced by  
Amendment #4  
(5/2/19)

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these By-Laws without HLC's prior written consent to such amendment first being obtained, which consent shall not be unreasonably withheld.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV**

**INTERIM PROCEDURE**

Until the initial meeting of members, the Declarant (or its designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

**ARTICLE XV**

**COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

All Owners shall maintain, occupy and use their dwelling and their Lots only in accordance with the terms of this Declaration, the Master Declaration, and any additional rules and regulations adopted by the Board or by the members.

**ARTICLE XVI**

**MISCELLANEOUS**

1. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st)

day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet cash requirements for such year, including, but not limited to, the following items:

- (a) Any management and administration expenses;
- (b) The estimated cost of repairs, maintenance, insurance, taxes and replacements of the Landscape, and Sign Easements, Detention Facilities, Private Trail Easements, Off Site Trail Easement, Conservancy Easements and cul-de-sac islands;
- (c) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements;
- (d) Such other expenses of the Association as may be approved by the Board, including operating deficiencies, if any, for prior periods.

The difference between the estimated cash requirements of the Association and any non-membership income, plus unexpected assessments for the prior year not reallocated to reserves (prior year's savings), shall be an amount referred to as membership assessments. All amounts collected by the Association as a reserve shall be held in trust for the members in accordance with the provisions of Article V, Section 2 of the Declaration.

The Board shall cause an estimated budget, annual or otherwise, to be prepared based on its estimations of current expense, any non-membership income, prior year's savings and membership assessments, and copies of such budget shall be furnished to each member.

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If any member shall fail or refuse to make payment of his share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments, except as otherwise provided in the Declaration.

Upon ten (10) days notice to the Board and the payment of such reasonable fee, if any, established by the Board, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

3. If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated budget and thereafter the increased amount shall be paid to the Association on the basis of such revision.

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EXHIBIT C

Legal Description for Canterfield,  
as Originally Annexed, including  
"Garrison" Parcel

Parcel 1 - North, including Garrison

That part of the South Half of fractional Section 27, and that part of the North Half of Section 34, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the center of said Section 27; thence North 88 degrees 10 minutes West, 2651.3 feet more or less along the quarter section line to the West line of said section; thence South 1 degrees 44 minutes West, 2686.95 feet more or less along the West line of said Section 27 and 34 to the center line of public highway (Jelke Road), (Boncosky Road), said point to be known as Point "A"; thence North 69 degrees 51 minutes 43 seconds East along said center line 194.90 feet to an angle in said center line; thence North 67 degrees 52 minutes 24 seconds East along said center line 271.0 feet, said point to be known as Point "B"; thence South 00 degrees 14 minutes West 878.68 feet; thence South 85 degrees 58 minutes 11 seconds East 3.44 feet; thence South 81 degrees 43 minutes 59 seconds East 60.84 feet; thence North 41 degrees 04 minutes 39 seconds East 157.08 feet; thence North 39 degrees 53 minutes 38 seconds East 95.86 feet; thence North 18 degrees 02 minutes 04 seconds East 42.62 feet; thence North 58 degrees 47 minutes 30 seconds East 260.28 feet; thence North 3 degrees 10 minutes 00 seconds East 71.00 feet; thence North 34 degrees 52 minutes 04 seconds East 73.84 feet; thence North 56 degrees 00 minutes 56 seconds East 257.07 feet; thence North 54 degrees 15 minutes 31 seconds East 149.68 feet; thence North 58 degrees 32 minutes 12 seconds East 151.48 feet; thence North 62 degrees 49 minutes 15 seconds East 393.64 feet; thence North 79 degrees 31 minutes 14 seconds East 72.54 feet; thence North 85 degrees 31 minutes 08 seconds East 87.92 feet; thence North 89 degrees 52 minutes 21 seconds East 116.47 feet to the center line of State Route 31, said point to be known as Point "C"; thence Southerly along center line of Illinois State Route 31, a distance of 797.74 feet, said point to be known as Point "D"; thence North 78 degrees 30 minutes East 560.0 feet; thence South 47 degrees 30 minutes East 400.0 feet; thence North 74 degrees 00 minutes East 2180 feet more or less to the center thread of the Fox River; thence Northwesterly along the center thread of said river to the South line of the Southeast Quarter of said Section 27 as aforesaid; thence Northwesterly and Northeasterly along center thread of said river to the East line of said Southeast Quarter of said Section 27; thence North along said East line to the Northeast corner of said Southeast Quarter; thence North 88 degrees 10 minutes West, 2640.3 feet more or less to the point of beginning; (excepting that part lying in the Southeast Quarter of Section 27 between the Northeast corner of said Southeast Quarter and the West line of Third Street extended Southerly in the Village of West Dundee lying North of the river bank; also the island owned by the Dundee Township Park District

ALSO INCLUDED in this annexation description that part lying South of the center line of Jelke Road (Boncosky Road) lying between Point "A" and Point "B" aforesaid as used for roadway purposes, also that part lying West of the center line Illinois State Route 31 lying between Point "C" and "D" and as occupied, used and as dedicated in Plat of Frontenac East Unit 2, all lying in the Township of Dundee, Kane County, Illinois.

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Parcel 2 - South

That part of the North Half of Section 34, and part of the Northwest Quarter of Section 35, all in Township 42 North, Range 8 East of the Third Principal Meridian, described as follows:

98K000847

Legal Description for Canterfield,  
as Originally Annexed, including  
"Garrison" Parcel

Parcel 2 - South (Cont'd)

Beginning at the Southeast corner of Frontenac Subdivision, a subdivision of the Northeast Quarter of Section 33, Township and Range aforesaid (said Southeast corner also being the Southwest corner of the Northwest Quarter of said Section 34); thence North 0 degrees 14 minutes 15 seconds East along the East line of said Frontenac Subdivision 1167.39 feet to the Southwest corner of Frontenac East Subdivision, a subdivision of part of the Northwest Quarter of said Section 34; thence South 78 degrees 07 minutes 01 seconds East along the South line of said subdivision 1378.29 feet to the Southeast corner of Lot 6 in said subdivision (also being a jog in said subdivision); thence North 12 degrees 26 minutes 22 seconds East along the East line of said subdivision and also the Easterly line of Frontenac East Unit 2 Subdivision, a subdivision of part of said Northwest Quarter of Section 34, a distance of 683.50 to the Northeast corner of Lot 29 of said Unit 2; (also being a jog in said subdivision); thence South 79 degrees 13 minutes 18 seconds East along said subdivision 226.70 feet to the most Southerly corner of Lot 27 in said subdivision (also being a jog in said subdivision); thence North 12 degrees 46 minutes 01 seconds East along said subdivision 288.73 feet to the Northeast corner of Lot 27 in said subdivision (also being a jog in said subdivision); thence South 82 degrees 55 minutes 58 seconds East along the Southerly line of Lot 26 in said subdivision and said line extended Easterly, 297.10 feet to the center line of Route 31; thence Northwesterly along said center line, being on a curve to the left and having a radius of 3016.93 feet an arc distance of 289.40 feet (the chord of the last described curve bearing North 0 degrees 16 minutes 41 seconds West 289.29 feet); thence North 78 degrees 24 minutes 00 seconds East 570.0 feet; thence South 47 degrees 06 minutes 00 seconds East 430.0 feet; thence North 74 degrees 09 minutes 00 seconds East 1949.84 feet to a point on the Westerly bank of the Fox River (said point hereinafter known as Point "A"); thence South 24 degrees 12 minutes 09 seconds East 2779.62 feet to a point on the Easterly extension of the South line of the Northeast Quarter of Section 34 (said point hereinafter known as Point "B"); thence North 88 degrees 41 minutes 04 seconds West along said extension line, and said South line of the Northeast Quarter, a distance of 1402.18 feet to a jog in the Northerly line of Fox River Business Center, a subdivision of part of Section 34 aforesaid; thence North 78 degrees 20 minutes 39 seconds West along the Northerly line of said subdivision, and said line extended Westerly 1991.51 feet; thence North 12 degrees 19 minutes 07 seconds East 480.55 feet; thence North 77 degrees 40 minutes 53 seconds West 271.98 feet; thence North 12 degrees 07 minutes 51 seconds East 181.50 feet; thence North 77 degrees 40 minutes 53 seconds West 516.0 feet to the center line of Route 31, (the last point hereinafter known as Point "C"); thence South 12 degrees 07 minutes 51 seconds West along said center line 671.15 feet to the Northeast corner of Millersville Subdivision, a subdivision of part of said Section 34; thence North 78 degrees 20 minutes 39 seconds West along the North line of said Millersville 574.38 feet to the Northwest corner thereof; thence South 01 degree 20 minutes 17 seconds West along the West line of said Millersville, 589.85 feet to the South line of Northwest Quarter of said Section 34; thence North 89 degrees 11 minutes 00 seconds West along said South line 1270.73 feet to the point of beginning; Also including that part of Route 31 lying Easterly of the center line between Point "C" aforesaid and the Northeast corner of Millersville Subdivision, and also including that part of Route 31 lying West of the center line of said road from a point in said center line that is the Easterly extension of the Southerly line of Lot 26 in Frontenac East Unit 2 aforesaid, to the Northerly line of the above described property being 289.40 feet Northerly (as measured along said center line), of said point in the center line of Route 31 and also including that part lying Easterly of a line between Points "A" and "B" aforesaid and the thread of the Fox River, containing 213.66 Acres more or less, in Dundee Township, Kane County, Illinois.

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**FAIRHILLS OF CANTERFIELD**

**This instrument was prepared by:**

**Gary L. Taylor  
Rathje, Woodward, Dyer & Burt  
300 East Roosevelt Road  
Wheaton, IL 60189  
708/668-8500**

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**FAIRHILLS OF CANTERFIELD**

This First Amendment is made this 28th day of MARCH, 1996, by The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Declarant").

**WHEREAS**, Declarant is the title holder of that certain real property situated in the Village of West Dundee, Kane County, Illinois, legally described in Exhibit "A" appended hereto and made a part hereof (hereinafter referred to as "Property"); and,

**WHEREAS**, the Property consists of residential lots to be conveyed to individuals who will be purchasing single family homes constructed thereon; and,

**WHEREAS**, on January 4, 1966 Declarant caused to be recorded the Fairhills of Canterfield Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration"), as Document No. 96K000847 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, pursuant to the Declaration, Declarant reserved the right and privilege to amend said Declaration; and,

**WHEREAS**, Declarant deems it advisable and in the best interests of the property to amend the Declaration as hereinafter provided.

**NOW, THEREFORE**, Declarant hereby amends the Declaration as follows:

1. Article III, Section 4 of the Declaration is amended  
as follows:

"4. No construction of Improvements shall be undertaken or conducted on Sundays, except for: (a) construction activities of Declarant; (b) emergency situations involving the potential loss, injury or damage to persons or property; (c) repair, improvement or installation of small scale construction activities personally undertaken by the owner on Improvements, which are or were previously approved by the Architectural Review Committee, and which do not create an undue disturbance to neighbors; and, (d) as otherwise permitted by the Architectural Review Committee."

2. Article III, Section 5 of the Declaration is amended  
by addition of the following under the definition of "Plans and Specifications: on page 16 thereof:

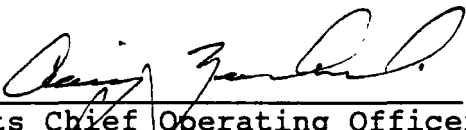
"(d) Landscape architectural improvements will or may be installed over the course of two or three seasons and shall be in accordance with one Landscape Master Plan and Installation Schedule which will be approved by the Architectural Review Committee in accordance with this Article III. Site conditions encountered in the field on individual Lots may require minor deviations from the Master Plan which Declarant or an Owner may undertake without further approval from the Architectural Review Committee. The Landscape Master Plan can include all exterior elements an Owner seeks to have approved, including, but not limited to, deck additions, play structures, fencing, additional paving and all landscape plant materials."

3. The Canterfield "Residential Community Design Guidelines, Fairhills Development" attached to the Declaration as Exhibit "D: are hereby amended by deletion of page 33 thereof and substituting therefore Exhibit "B" attached to and made a part of this First Amendment.

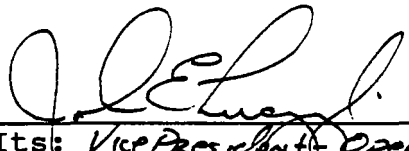
4. The Canterfield "Residential Community Design Guidelines, Fairhills Development" attached to the Declaration as Exhibit "D" are hereby amended by deletion of page 35 thereof and substituting therefore Exhibit "C" attached to and made a part of this First Amendment.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested to and its corporate seal to be hereunder affixed as of the day and year first above written.

HLC PARTNERS,  
an Illinois general partnership  
By: Haeger Industries, Inc.

By:   
Its Chief Operating Officer

THE RYLAND GROUP, INC.,  
a Maryland corporation

By:   
Its: Vice President - Operations

Attest:   
Its: Land Planning Manager

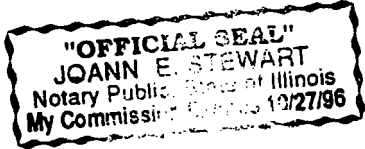
This instrument Prepared By And Mail To After Recording:

Gary L. Taylor  
RATHJE, WOODWARD, DYER & BURT  
300 East Roosevelt Road  
Wheaton, IL 60187  
708/668-8500

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, As undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN LUCZYNSKI, DANIEL WHITNEY of THE RYLAND GROUP, INC., and \_\_\_\_\_ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES OF OPERATIONS and LAND PLANNING MANAGER respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said SELVES, did also then and there acknowledge that he, a custodian of the corporate seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of MARCH, 1996.



Joann E. Stewart  
Notary Public

My Commission Expires: 12/27/96

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, DIANE L. OTTEMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CRAID ZACHRICH, Chief Operating Officer of HLC Partners, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Operating Officer appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership.

GIVEN under my hand and Notarial Seal this 28th day of March, 1996.

Diane L. Otteman  
Notary Public

My Commission Expires: 3/19/97



EXHIBIT A

LEGAL DESCRIPTION

Fairhills at Canterfield being a subdivision of part of the Southwest quarter of Section 27 and the Northwest quarter of Section 34, both in Township 42 North, Range 8 East of the Third Principal Meridian according to the plat thereof recorded September 12, 1995 as Document No. 95K053597 and Document No. 95K053598, in Kane County, Illinois.

# LOT PLANTING REQUIREMENTS

To create a "streetscape effect" that is consistent throughout the community and the entire development, the following minimum planting requirements shall be necessary:

The minimum planting requirement for cluster lots, and lots of less than 10,000 s.f. is to be 4.0% of the direct construction costs of the house, including all required lot landscaping. It is recommended that to maintain the continuity between communities, front and side yards facing a street shall be sodded, and the rear and side yards not facing a street may be seeded. A minimum of 40% of the required landscape package shall be in front yard foundation plantings.

Developer provided basic landscape plans shall be submitted to the CANTERFIELD Design Review Committee during the architectural review stage of the proposed housing elevations.

A typical plan showing the builder's intent for cluster lots and lots of less than 10,000 s.f. must be submitted to the CANTERFIELD Design Review Committee.

Minimum planting requirements for lots over 10,000 s.f. shall be 4.0% of the direct construction costs of the house, including ground cover (sod/seed) over the entire lot and street trees, as required. Sod is required in the front yard and side yards to the rear corners of the house. A minimum of 40% of the required landscape package shall be in front yard foundation plantings.

A complete Landscape Master Plan for each lot over 10,000 s.f. must be submitted to the CANTERFIELD Design Review Committee.

The minimum planting requirement for multi-family condominium areas shall be 4.0% of the material and labor construction costs of the project. Landscape plans must be submitted to the CANTERFIELD Design Review Committee.

The minimum planting requirement for multi-family apartment areas shall be 2.5% of the material and labor construction costs of the project. Landscape plans must be submitted to the CANTERFIELD Design Review Committee.

All multi-family front lawns and 25 feet around side and rear of buildings are to be sodded.

# PUBLIC STREET PLANTING PROGRAM

All public R.O.W. parkways throughout the development are to receive street trees per the following requirements:

- Canopy shade trees shall be placed a maximum of 40' O.C. with a *minimum* of two in front of each single-family lot-- including all open space areas and outlots. The clumping of trees to create numerous focal points is encouraged.
- Trees are to be placed in such a manner as to be at least 30' from intersecting street pavement and at least 5' from paved driveways.
- The canopy trees shall have a minimum trunk caliper of 2.5"; 3" and 4" Diameter at Breast Height (DBH) caliper trees are required at focal points per the direction of the Design Review Committee.
- There shall be no more than 4 varieties of canopy trees, as selected from the "Approved Street Tree List", in each community. Varieties shall be continuous on individual streets.
- Trees, when approved in open spaces, are to be planted in groups of no less than 8 and no more than 20.
- At any intersection, all canopy trees must be of the same variety. The variety established on the predominant through-street shall be carried through the intersection.
- All street trees are to be wrapped with tree wrap starting at the bottom. Tree wrap should be installed in fall and removed in spring for the first year.
- A street tree plan must be submitted to the Design Review Committee.
- All cul-de-sac islands are to be landscaped. Plans must be approved by the Design Review Committee.

## Approved Street Tree List:

Hackberry	Seedless Green Ash
Red Sunset Maple	Pin Oak
Linden	Autumn Purple White Ash
Sugar Maple	Norway Maple
Red Oak	Patented Honeylocust

**EXHIBIT D**

Amendment #4 (5/2/19) added the following.

Any reference in the Exhibit D Residential Community Design Guidelines stating "Preferable, Encouraged and Recommended" are hereby deleted and replaced with "Required unless otherwise approved by the Architectural Review Committee".



**RESIDENTIAL COMMUNITY  
DESIGN GUIDELINES<sup>+</sup>**

**FAIRHILLS DEVELOPMENT**  
DECEMBER 10, 1995

Prepared For:

HLC Partners  
Dundee, Illinois

Prepared By:

**BLOODGOOD SHARP BUSTER**  
ARCHITECTS & PLANNERS, INC.

+ Amended by First Amendment  
(Ryland) 3/28/96 Exhibit D

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96K000847

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## INTRODUCTION

The Community's Covenants, Conditions and Restrictions (CCR's) do not list all specific design criteria necessary for plan approval. The purpose of these design guidelines is to define the criteria that will guide development at CANTERFIELD. Like any community, CANTERFIELD will grow gradually over a period of years. Its ultimate form will reflect the numerous design decisions of builders and their design teams. These guidelines are intended to provide the foundation upon which CANTERFIELD will emerge.

The design guidelines have been prepared to assist developers, builders, planners, architects, engineers and landscape architects to become active participants in the design process, and to assure long term community quality. They are not intended to limit development choices or design alternatives, but rather to encourage creativity, innovation, and architectural diversity, while creating a blend of home styles which will enhance the community environment. The ultimate result will be to heighten property values while creating a cohesive residential character and appeal.

## THE REVIEW PROCESS

The guidelines also outline an efficient and equitable review process that will be administered by the CANTERFIELD Design Review Committee. The DRC has been established in recorded documents governing the project, for the purpose of implementing the Design Guidelines.

These guidelines supplement the annexation agreement and the CANTERFIELD Development Plan and "Covenants & Restrictions". The Village of West Dundee zoning ordinance includes information on specific public requirements not addressed by these guidelines.

A representative of the Design Review Committee is available to help you interpret the guidelines, offering suggestions about your housing concepts. We urge you to meet with the Design Review Committee representative as early as possible to assist in your decision to build at CANTERFIELD.

The power to approve or disapprove building and community plans is the responsibility of the Design Review Committee (DRC).

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## THE DESIGN REVIEW COMMITTEE

Every proposed development (village) within the overall community of CANTERFIELD must be reviewed by the CANTERFIELD Design Review Committee before construction will be approved.

The Design Review Committee is appointed by HLC Partners. The committee will review each builder's development package for conformance to CANTERFIELD community design objectives.

All reviews, substitutions and approvals by the Design Review Committee will be considered binding and final.

Representatives of the Design Review Committee will stay intact as a functional governing body until such time that the entire CANTERFIELD community is 75% complete. At such time, review and authoritative power will be transferred to the CANTERFIELD Master Association.

The Design Review Committee and the Master Association will have authority over Design decisions of both new construction and remodels and additions.

The Design Guidelines should be used as a tool by each submitting builder for making decisions on their village, product and planning design schemes. To obtain specific information on the requirements and procedures for design review contact:

**HLC Partners**  
**Seven Maiden Lane**  
**Dundee, IL 60118**  
**Phone: 847-426-3441**

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# REVIEW AND APPROVAL FLOW CHART

## *Step One*

### **RESEARCH AND REVIEW**

- Architectural and Design Guidelines
- Village of West Dundee Building and Zoning Requirements
- CANTERFIELD Annexation Requirement and Design Standards
- CANTERFIELD Codes Covenants Conditions and Restrictions (CCR'S)

## *Step Two*

### **PRELIMINARY REVIEW REQUIREMENTS**

- Meeting between Design Review Committee and Builder
- Completion of Preliminary Review Application - Appendix "A" Sec. A
- Preliminary approvals to proceed or recommendation for change

## *Step Three*

### **FINAL REVIEW REQUIREMENTS**

- Meeting between Design Review Committee and Builder or Owner
- Completion of Final Applications - Appendix "A" Sec. B
- Submittals of two (2) Design packages - (All items Sec. B)
- Final sign-off and approvals by Design Review Committee to proceed or recommendations for change

## *Step Four*

### **FUTURE REMODELING AND ADDITIONS**

- Completion of applicable portions of Preliminary Review Application -- Appendix "A" Sec. A.
- Meeting between Design Review Committee and Builder or Owner.
- Completion of applicable portions of final application -- Appendix "A" Sec. B.
- Final review, sign-off and approvals by Design Review Committee to proceed or recommendations for change

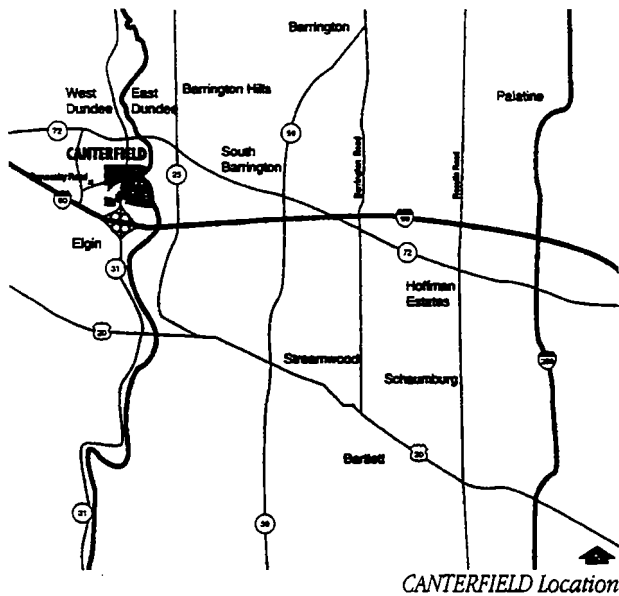
# COMMUNITY CHARACTER

CANTERFIELD is a planned 528 acre community located in the rolling farmlands of Kane County approximately 40 miles northwest of downtown Chicago. Eventually it will be home to approximately 1200 dwelling units, parks, natural areas, bermed or landscaped roads, commercial sites, office/ research park and retail sites.

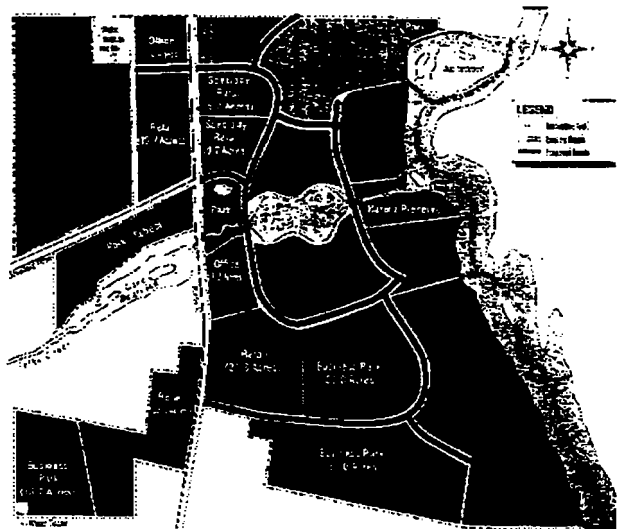
CANTERFIELD is envisioned as a new multi-use community intended to provide a comfortable and rewarding environment in which to live and play. A coherent and orderly pattern of "neighborhoods", natural open space, and planned amenities will merge with the site's natural characteristics, beauty, and history.

Illinois Route 31/State Street is the collector roadway that will link this 528 acre community together. A new roadway system will connect the various residential neighborhoods and provide easy access to the remainder of the community's amenities.

Major community entrances will acknowledge the historical land use character of Canterfield, emphasizing the community's unique features. The loop road system envisioned east of Route 31 is planned to respond to the site's topography, offering changing views and vistas while traversing the lakes, woods and ridges of the community.



CANTERFIELD Location



CANTERFIELD Land Use Master Plan

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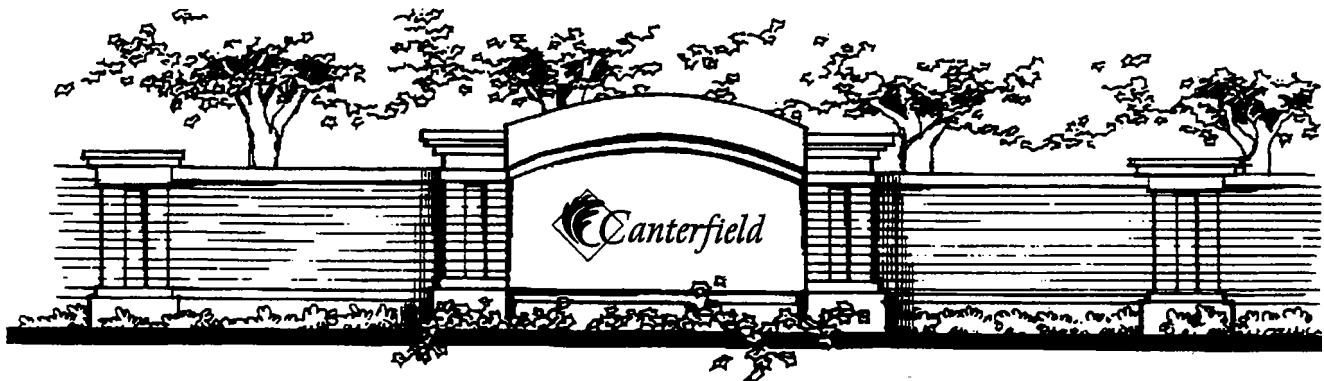
## COMMUNITY DESIGN THEME

Over 47 acres of open space will be incorporated into CANTERFIELD. The open space protects the environmentally sensitive and naturally occurring wetland and drainageway system on site. The vast open space areas will contain a nature trail and preserves along a mile of the Fox River, lakes, stormwater management, scenic views, natural areas, and passive recreational areas. These permanent open space areas constitute approximately 10% of CANTERFIELD.

Each CANTERFIELD neighborhood entry will provide a sense of it being a special place, highlighted with signage and landscaping. Coordinated signage throughout the community is designed to project a high quality, hometown American country image, in keeping with the tradition of the land.

As mentioned, CANTERFIELD will develop as a planned community country village. Like many small towns, a wide variety of housing types and land uses will be provided. This mix will create a unified small town feeling among the future residents of this diversified community. The parks, lake, and nature preserve in the center of the community will offer opportunities for community events and friendly social interaction.

It is the goal of the CANTERFIELD owners to offer a variety of home designs and life-style choices from area builders who have a reputation for quality craftsmanship.



*Canterfield Community Entrance*

# GENERAL SITE DEVELOPMENT GUIDELINES

A Preliminary Development Plan was approved by the Village at the time of annexation. However, each Builder is free to alter the specific plan within their particular area so long as it is consistent with the spirit of these guidelines and the overall theme of the community, matches the type of land use purchased, does not deleteriously affect surrounding neighborhoods, and otherwise complies with all applicable rules and regulations. A general framework of design guidelines was developed to ensure the successful integration of each neighborhood into the overall CANTERFIELD community. Consequently, each neighborhood should provide:

- Repetition of community design elements to integrate each neighborhood into the overall community.
- The siting of the buildings and improvements should focus on maintaining "quality views".
- Site Planning must consider the context of the neighborhood within the community: The placement of buildings and streets, grading design, landscaping and buffer yard locations, and relationships to adjacent properties.
- All improvements shall conform to the overall Master Engineering and Infrastructure Plan.
- Grading shall comply with the recommendations of a licensed Civil Engineer.
- To preserve the natural setting, retaining walls should be avoided wherever possible - particularly in front and side yards.
- Vacant homesites shall be cleaned of all rubble and debris and mowed at a height not to exceed 6".
- Site and drainage plans must be designed to prevent run-off, protect wetlands and insure proper retention/detention.
- Building setbacks are established in the annexation agreement, and shall be the minimum allowed. Varied and increased front yard set-backs are encouraged.
- Effective erosion control measures shall exist throughout the construction phase of each neighborhood. These measures may include temporary swales, berms, siltation fences, straw bales, and temporary sedimentation ponds. All protective fencing shall be maintained at all times.
- All grading shall comply with overall stormwater management and wetland mitigation plans. Grading plans are required.
- The open space areas shall be left in their natural state by the individual builder/developer except for approved improvements.
- The visual impact of parked automobiles shall be minimized where applicable through careful siting and screening of roads and parking areas.
- Maximum 4 to 1 slopes are recommended wherever possible. Slopes exceeding a 4 to 1 ratio must be approved individually by the Design Review Committee.
- All proposed site and engineering plans are to be reviewed and approved by the CANTERFIELD Design Review Committee.
- Trees are to be protected at drip line (furthest extent of branches) from construction equipment-fence off with temporary snow fence for protection.

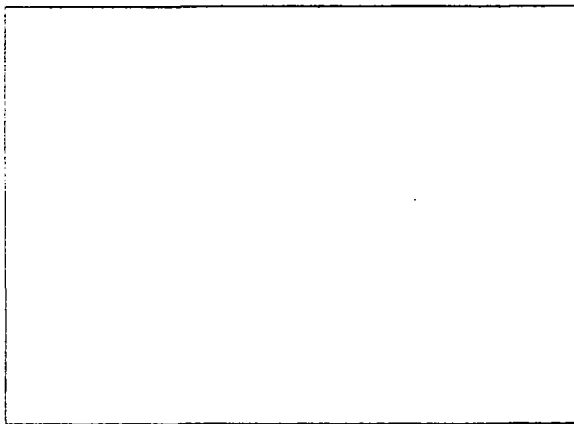
***The above guidelines are meant to be in addition to all other rules and regulations required by the Annexation Agreement and other Local, State, and Federal Laws and Permits.***

# COMMUNITY INFRASTRUCTURE

A Master Engineering and Infrastructure Plan has been prepared by the Developer. This plan indicates what utilities and infrastructure needs will be provided to each neighborhood.

In general, the collector road system, the permanent stormwater detention requirements, wetland mitigation areas, sanitary sewer interceptor line, sanitary lift stations, primary water feeder main, and water storage sites are the responsibility of the individual builder/developer. Please refer to the Purchase Agreement and Master Engineering and Infrastructure Plan to define the limits of what is included and the timing of their availability.

A copy of the master engineering and infrastructure plan may be obtained from Canterfield.



*Parking*



*Erosion Control*

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# ARCHITECTURAL CHARACTER AND STYLE

While dwellings in CANTERFIELD are not restricted to a particular style, it is encouraged that a traditional character be established which is consistent with the overall "American Country" living atmosphere.

Single family communities should either mix styles within an individual community or create an entire community around a specific theme. 2 car garages are a minimum requirement.

Multifamily communities are encouraged to incorporate a single theme with varied elevations throughout. Single car garages are allowed for Multifamily communities only.

All proposed designs are subject to approval by the Design Review Committee.

## APPROPRIATE

- Interpretations of historical styles.
- Traditional character.
- Related architectural themes within each village.
- Mixed use of a variety of architectural styles.

## INAPPROPRIATE

- Southwestern, Mediterranean, Contemporary.



*Traditional*



*Colonial*



*Rustic*



*Georgian*



*Victorian*

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# SCALE AND MASSING

It is strongly recommended that consideration be given to the relationship of architectural massing and scale of building elements for the overall community in CANTERFIELD. The incorporation of lowered fascia heights, second story dormers, porch entries, first floor bays and reduced front wall heights are encouraged for reducing the frontal mass of dwellings. A strong expression of entry is also encouraged. When terrain allows a walkout condition, the exterior wall finishes should be carried to within 8 inches of finish grade.

## APPROPRIATE

- Mass of dwellings scaled down whenever possible.
- Architectural elements, such as dormers, bay projections.
- Dominant entry elements.
- Exterior wall finishes that follow slopes in grade.

## INAPPROPRIATE

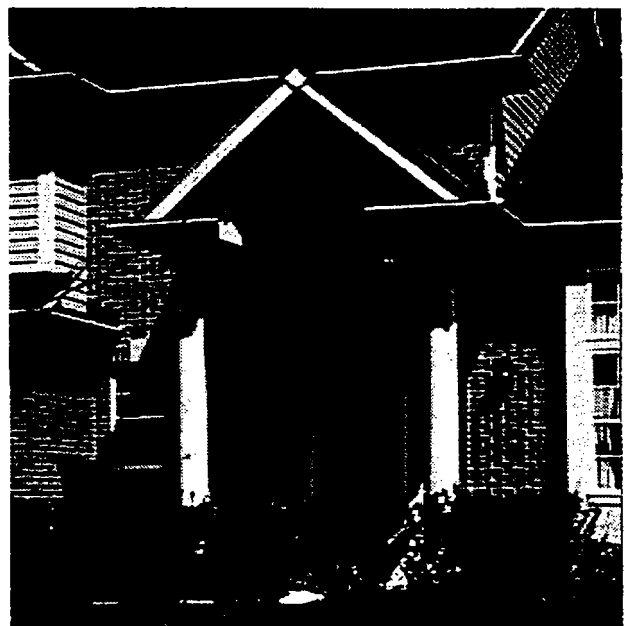
- Exposed concrete foundations on walkout and garden level conditions (prohibited).
- Blank or flush wall facades.
- Boxy uninteresting front facades.



First Floor Bay



Porch Entry & Second Floor Bay Projection



Strong Entry Expression

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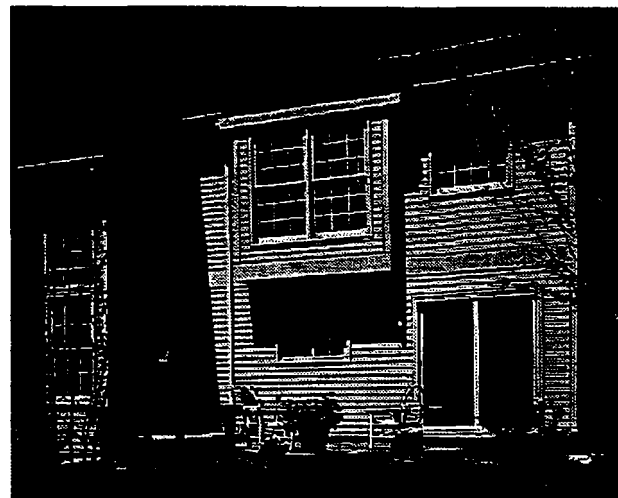
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# EXTERIOR MATERIALS AND FINISHES

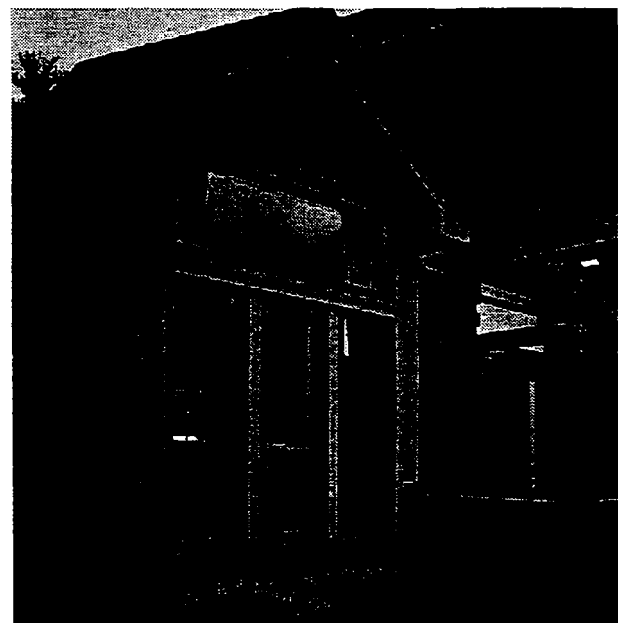
Materials and trim selections should take into account individual home styles. It is encouraged that materials reflect the desired nostalgic atmosphere. ~~Aluminum and vinyl sidings are acceptable but should be accented and trimmed with painted or~~ + ~~stained wood materials.~~ Elevations should "step-up" from the previous elevations in a line and incorporate additional use of wood, brick, stone or stucco. Blank elevations are prohibited unless treated with architectural detailing to enhance the character. Horizontal wood band boards, corner boards, window and door trims, shutters-back, side and front, frieze boards and mouldings are encouraged. Entries should receive additional emphasis. Flush rakes are discouraged unless accented with additional detail. Traditional "returned" eaves are encouraged and add authentic detailing. Gutters, downspouts and splash blocks are required. Continuing masonry veneers around the corner helps to eliminate a "shirt front" appearance.



Traditional Returned Eaves



Band Boards On Two Story Elevations



Corner Boards/Frieze Boards/Window Trim

## APPROPRIATE

- Traditional horizontal siding styles with 6" or less exposures.
- Natural trim and accent materials such as wood, brick, stone, stucco.
- Limited use of hardboard siding (except in accent areas—samples are required at the Design Review stage).
- Use of lattice or trellis materials in limited areas.
- ~~Wood, vinyl or metal soffits and reinforced fascias.~~ +
- Multi-layered flush rakes.

## INAPPROPRIATE

- Horizontal siding with exposure greater than 8".
- Exposed galvanized or reflective anodized trims.
- Large scale use of hardboard sidings (particularly fake stucco).
- Metal or fiberglass awnings.

Horizontal wood flush rakes at front elevations.

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# ROOF PITCHES AND MATERIALS

Simple pitched gable, shed, hip and minor variations or combinations of these two roof forms will be the predominant roof forms in CANTERFIELD. Roof pitches should be a minimum of 5 : 12 for the main body of the roof. Roof pitches ranging from 6 : 12 to 12 : 12 are encouraged for individual building elements such as dormers, projections, bays, entry porches and the like. Pitches lower than 5 : 12 are suggested only in specialized cases, such as minor roofs, garage jacks, porches, and in limited areas (subject to approval by the DRC).

## APPROPRIATE

- Combining one and two story roof elements (for flow of roof).
- Multiple gable elements.
- Multiple hip elements.
- Dormers, projections (Box Bay).
- Varied ridge heights, plate heights and jogs in ridge line.
- Asphalt composition shingles 235 lb. / or greater. +
- Building lots over 15,000 sq. ft.; developer should offer architectural grade shingles & cedar shingles to buyers as upgrade options.

+ See CCRs Amendment 3

## INAPPROPRIATE

- Gambrel and mansard style roofs (prohibited).
- Flat roofs (prohibited) except small porticos.
- Barrel tile (prohibited).
- Standing seam metal roofs (except for minor roofs, cupolas, bays, etc.).



Dual Gable With Varied Plate Heights and Ridge Lines



Roofs Flow From One To Two Story With Pop-out



Multiple Hip and Gable Roofs Combined



Simple Gable Roof

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# ROOF ACCESSORIES, GUTTERS AND DOWNSPOUTS

It is encouraged that all exposed metal materials are hidden or muted from the public eye when ever possible.

## APPROPRIATE

- All roof vents, plumbing stacks and flashing should closely match the color of surrounding materials.

## INAPPROPRIATE

- Gutters and downspouts in contrasting colors from trim.
- Vents on front elevation (discouraged).
- Unpainted exposed flashing, unless copper.

# CHIMNEYS

Chimneys should be simple in design, accenting the architectural style of the building to ensure consistency and style. Material and texture can either blend in or serve as an accent for the elevation. Chimney chases should mirror the fascia or trim treatment. Masonry fireplaces that project from the building are encouraged on upscale, large lot programs.

## APPROPRIATE

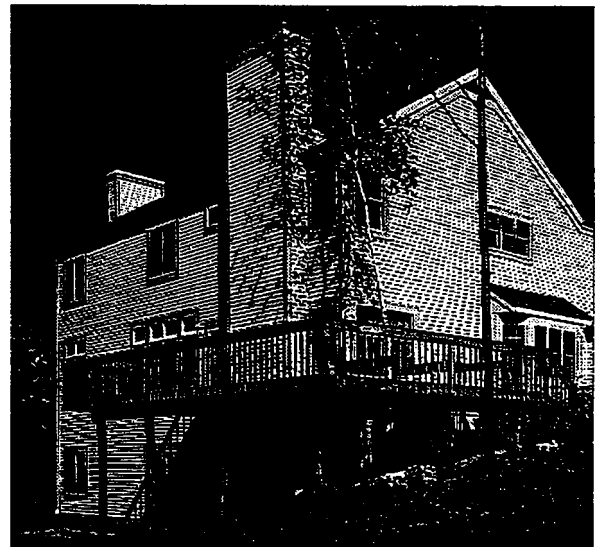
- Chimneys as design elements that add texture and depth to elevation.
- Termination of chimney caps painted to match surrounding field or painted dark to match roof.

## INAPPROPRIATE

- Exposed flues (prohibited).
- Unfinished or painted flue caps.



*Roof Projections*



*Wood Chimneys*



*Masonry Chimneys*

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# WINDOWS

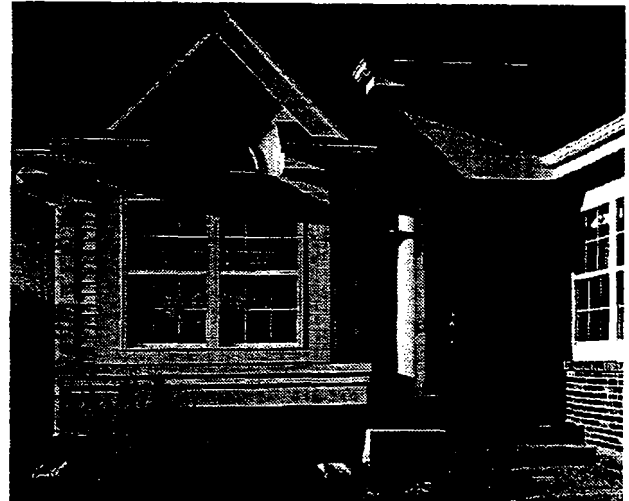
A variety of window types and styles (single hung, double hung, casements, transoms and projected bays) are compatible with the architectural styles encouraged at CANTERFIELD. Acceptable materials include aluminum, vinyl, wood and clad wood. Window frames should be white, or blend in with color scheme of trim. Storm windows should match color of window. Design features such as bays & transoms are encouraged to add articulation to wall and roof planes. Regardless of material, windows should be energy conscious. It is recommended that skylights be placed either on the side or rear of roofs.

## APPROPRIATE

- Detailed window trim at front elevations.
- Use of shutters encouraged with traditional styles: front, side and back elevations.
- ~~Muntins on front, side and rear elevations with traditional styles are required.~~ +
- Arched, square, or palladian transoms.

## INAPPROPRIATE

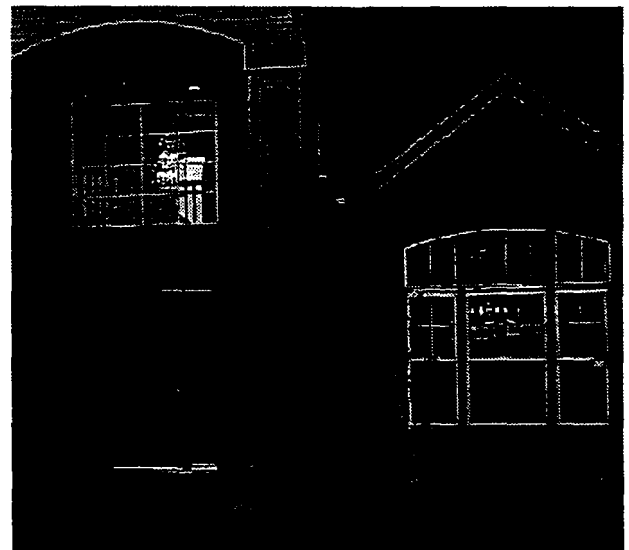
- Mill or anodized finishes.
- Reflective glass.
- Single pane, uninsulated glass, without storms.
- Untrimmed windows on front elevations.
- Skylights on front elevations.



Feature Window and Window Bay



Feature with Transoms



Arched Transom

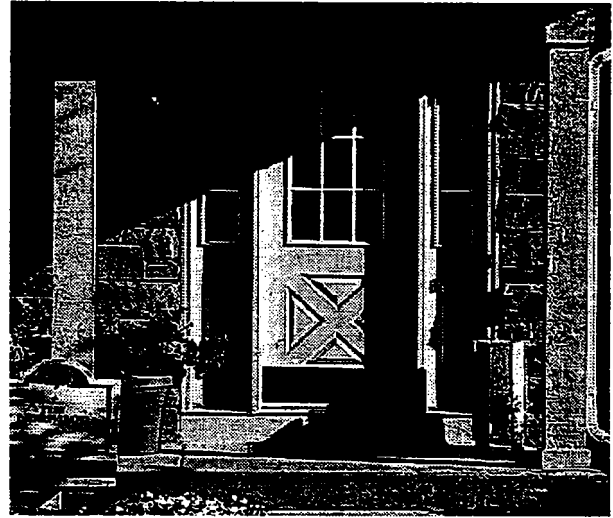
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# FRONT ENTRY, SERVICE, PATIO, AND GARAGE DOORS

Door styles and colors should be used in such a way to emphasize the front entry and de-emphasize the garage and service doors. Wood, insulated metal and quality hardboard materials are acceptable. Monotony should be considered, and use of a variety of door styles is encouraged. Doors should be energy conscious where appropriate.



*Small Raised Panel Entry Door*

## APPROPRIATE

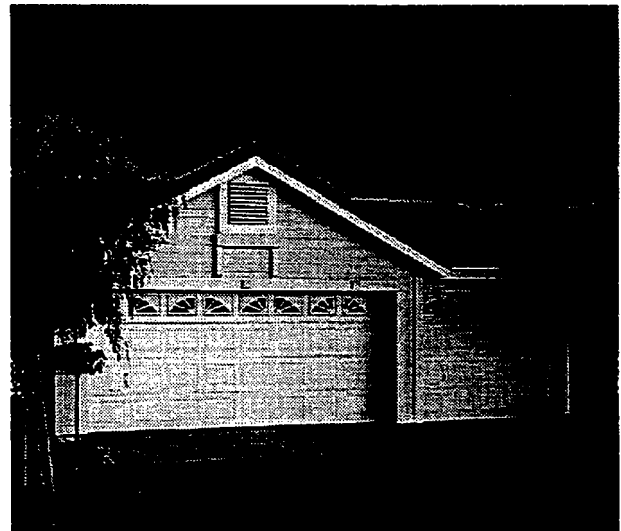
- Embossed or plant-on detail at front entry doors.
- ~~Accent color at front entry doors is encouraged.~~ +
- Panelled wood or hardboard garage doors.
- Flush insulated garage doors.
- Muted color scheme on service and garage doors to de-emphasize.
- Mixed use of single and double garage doors.
- Trim details around doors.



*Feature Entry Door with Sidelights & Transoms*

## INAPPROPRIATE

- Flush, non-accented front doors (either by color or detail).
- Translucent fiberglass garage doors.
- Gaudy garage door details which draw attention.
- Strong accent colors on garage and service doors.
- Painted designs on garage doors.



*Garage Doors*

+ Replaced by Amendment #4 (5/2/19)

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# DECKS, PORCHES, AND BALCONIES

Entry porches should be designed as dominant features that invite entrance to the dwelling. The use of arches, pediments, columns and railings are encouraged. Porch columns should be a minimum box 6"X6"; however 4"X4" or 4" turned columns are acceptable with vase and cap details. Larger 10" or 12" tapered columns are also encouraged and should be selected to complement many architectural styles. Decks attached to houses should be large enough to be usable, and built with appropriate wood material which can be exposed to the weather. Enclosed screen porches are acceptable if designed as part of the exterior and are built from materials consistent with the rest of the building.



Balconies



Decks



Porches

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## APPROPRIATE

- Wood decks, painted or stained to be compatible with the house finishes, oriented to the rear. +
- Deck handrail systems simple in design, using vertical balusters and built-up rails.
- Painted wrought iron handrails acceptable at entry only when used in conjunction with wood columns.
- Screen porches that fit the architectural style (encouraged to be on rear elevation).
- Dominant entry porches (encouraged).
- Massive scale for columns supporting porches, including built-up box or tapered forms (encouraged).

+ See CCRs Amendment 3

## INAPPROPRIATE

- Metal or fiberglass products for awnings, rails.
- 4" X 4" wood columns without base and capital trim accents.
- Decorative wrought iron columns.

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# EXTERIOR COLORS

The use of natural materials with light, warm, muted earthtones are strongly encouraged. Acceptable earth tone colors include light browns, tans, beiges, dusty greens, warm greys, off whites, dusty blues and rusty reds. Color packages shall be developed with the consideration for variety and compatibility within each village as well as throughout the entire community.

Proposed color selections and the intermixing of color packages shall be subject to approval of the Design Review Committee and must meet any monotony requirements.



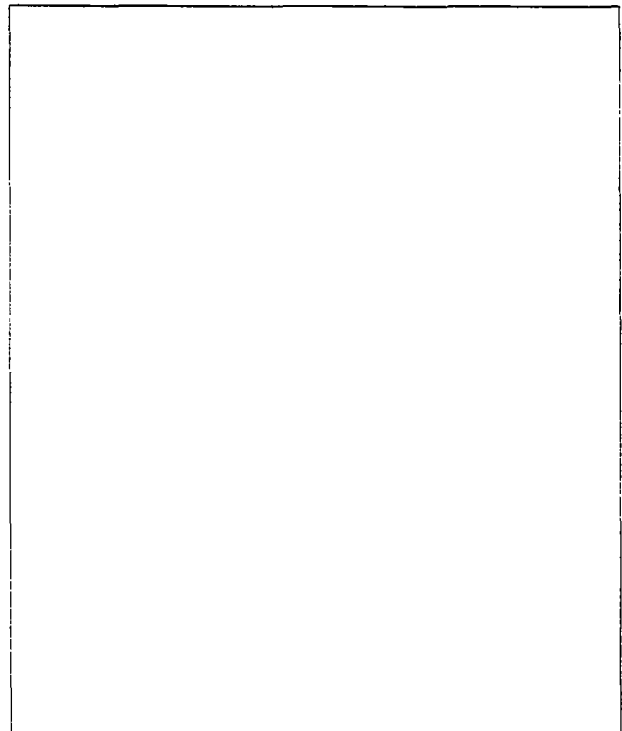
Possible color accent areas

## APPROPRIATE

- Stucco areas ranging from off-whites to light browns and light warm greys.
- Brick areas ranging from light browns to rusty reds and light warm greys.
- Siding areas ranging from off-whites to light browns, light warm greys and dusty blues.
- Stone areas in earth tones ranging from light tans to medium browns.
- ~~Roof areas medium, warm earth tones ranging from light browns, subtle greys to rusty reds.~~ +
- Complementary trim and siding colors with slight variations in contrast.
- Subtle third color accents.

## INAPPROPRIATE

- Stucco areas in pure white.
- Brick areas in shades of white (except white painted brick), creme, black, red or dark brown.
- Siding and trim colors in bright, harshly contrasting ranges.
- ~~Roof areas in pure white, light greys or black.~~ +



Relation of one home to the next

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87

# SINGLE FAMILY ACCESSORY STRUCTURES

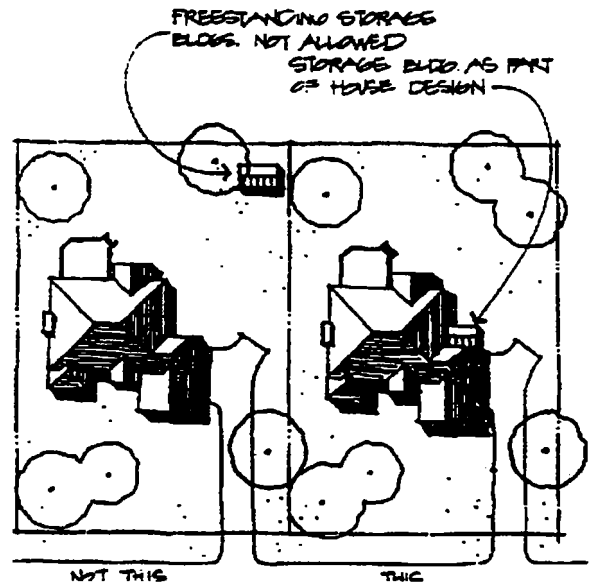
Attached storage facilities are permissible only if they are incorporated in the design of the building, are out of view from the street, and are built of materials consistent with the overall home design. One storage shed is permissible if it is consistent with the existing architecture of the house. Design and placement of the building must be specifically approved by the Design Review Committee.

## APPROPRIATE

- Attached structures incorporated into the building design.
- Structures out of sight from the street, built from materials consistent with the overall building and attached to the house.
- Free standing Gazebos or play structures.

## INAPPROPRIATE

- Metal or fiberglass structures (prohibited).
- Pet enclosure or dog runs visible from the street.



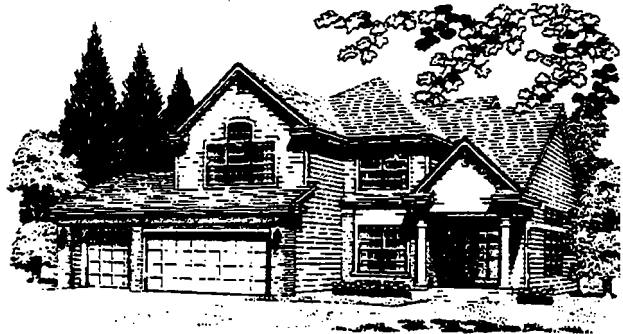
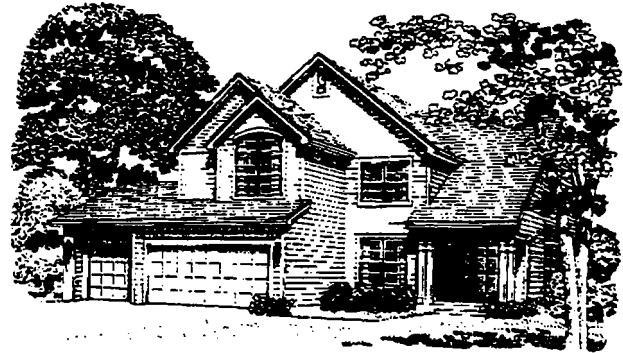
Accessory Structures

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# ELEVATION VARIETY

To create diversity and individuality throughout defined villages and neighborhoods, it is critical in the siting of particular dwellings that a variety of styles and color packages be provided for homes in proximity. It is encouraged that side loaded garages be incorporated where possible, along with front loaded garages to provide additional diversity and to reduce the impact of numerous garage doors on the streetscape. Use of single and double garage doors is also encouraged.



Examples of Multiple Elevations

## APPROPRIATE

- Each single family plan type shall have a minimum of 2 elevation themes.
- Each elevation theme per plan type shall have a minimum of 3 material and color packages.
- Creative mixing and interaction of plan types, color packages, or elevation themes within the community.

## INAPPROPRIATE

- The same plan type elevation theme, or color package cannot be built next to itself.
- The same plan type, elevation theme or color package cannot be built across the street from itself.



Street Scope Example

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# MULTIFAMILY SERVICE AREAS & EQUIPMENT

Where possible, meters should be located for easy access but screened from street or neighbor views with landscaping or architectural screening as described in the landscape guidelines. Outdoor mechanical equipment should be shielded from view and directed so noise does not affect neighboring property. Satellite dishes are not permitted.

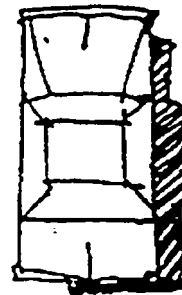
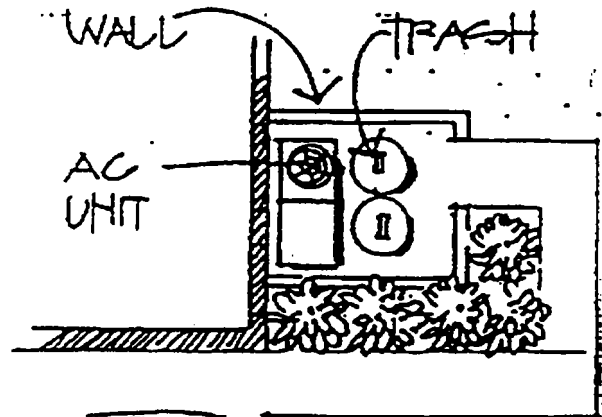
Trash collection areas for rental or multifamily dwellings should be centrally located to the units served while remaining easily maintained and inconspicuous. Preferred locations for receptacles include: the end of parking courts, along interior and secondary access routes, and away from building entrances. Trash receptacles should be fully screened by a fence or wall that's compatible with the building's material and style, as well as with the community theme. Access gates should be self-closing and detailed to blend with materials used throughout the community. Overhead trellises and landscaping may be used to soften the impact of the trash enclosure.



Meters & Equipment

## APPROPRIATE

- Service meters and mechanical equipment grouped and shielded from view in easily accessible location (encouraged).
- Landscaped areas to shield transformers (encouraged).
- Landscaping to shield mechanical equipment (encouraged).
- Sensitively designed trash enclosures (screening or fencing should reflect the theme of the community).



Trash Enclosure

## INAPPROPRIATE

- Exposed, unlandscaped meters & services.

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## MULTIFAMILY AMENITY BUILDINGS

Any recreational facilities that are incorporated into multifamily villages shall be responsive to the same recommendations for character, style, massing, scale, materials, and color for multifamily dwellings. It is strongly encouraged that amenity buildings have a traditional character and incorporate natural materials, natural colors, and natural forms.

Convenience of location within a particular village is likewise critical to successful utilization by the residents, and should take into account interconnection to open spaces and pedestrian walkways as well as vehicular access. Parkway areas are to be well screened with berming and landscaping.



*Amenity Buildings with Traditional Character*

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# MAILBOXES

Standardized pre-designed mailboxes will be provided by each individual developer as approved by the Design Review Committee. Every home's mailbox shall be installed as determined by Postal Service requirements. The Postal Service shall identify proper locations for mailboxes for single family dwellings, based on established delivery procedures. Mail service for Multifamily dwellings shall be located as prescribed by the Postal Service.

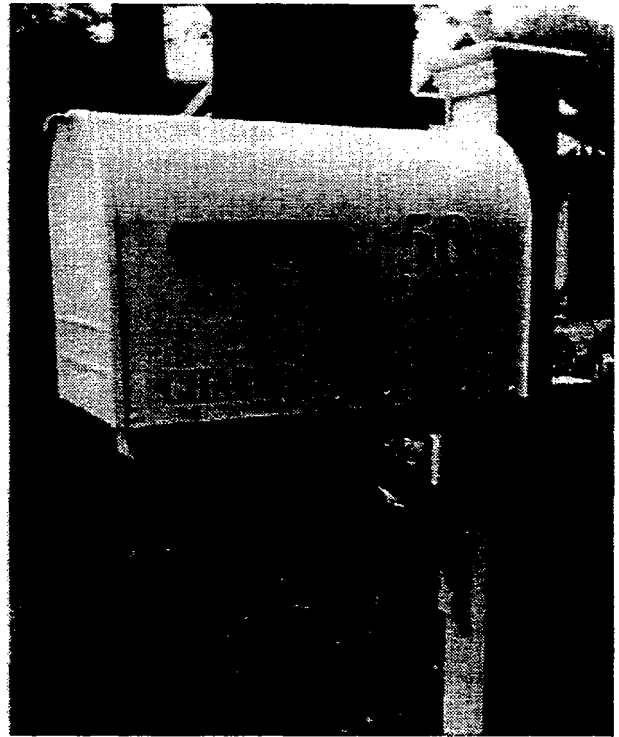
Where a common mailbox Multifamily location is used, the equipment shall be housed in a structure that is compatible with the building design and community theme (design will be reviewed and approved by the DRC).

## APPROPRIATE

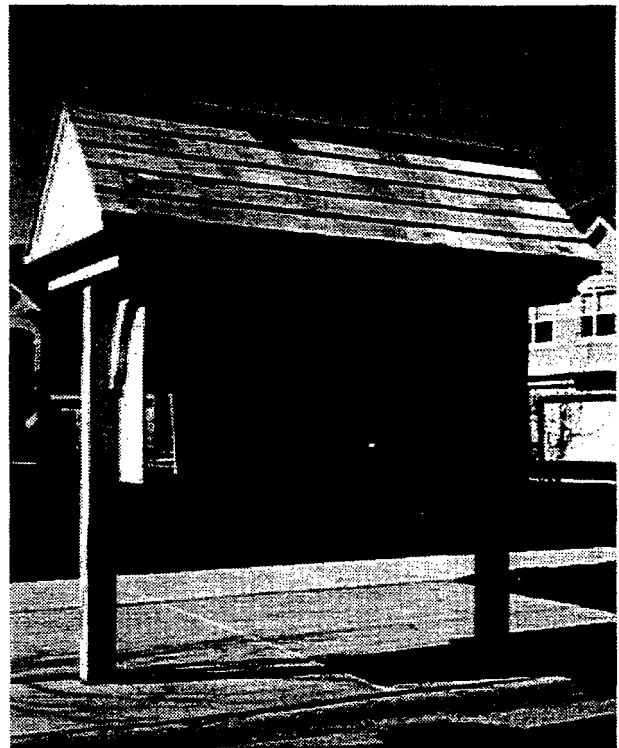
- Predesigned single family mail boxes and post.
- Multifamily "grouped" boxes designed to match or complement building design.

## INAPPROPRIATE

- Mailboxes of non-standard design and support (prohibited).



*Single family mail box*



*Multifamily common area mailbox housed in structure depicting design elements of buildings design.*

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# EXTERIOR LIGHTING

Lighting of homes and their surroundings can add dynamic effects within a community. Effective exterior lighting within CANTERFIELD is encouraged. Light fixtures should be consistent with the theme of the community and building design. All lighting should be "down" or "area" lighting. All light sources should be white (no colored lights) and no spill over of lights should occur on neighboring properties. Lighting should be shielded to conceal glare. Tree up-lighting should be concealed in shrubs. Garden or walkway bollards are encouraged as a way to provide effective, downward directed light.

Multifamily lighting shall be consistent with the style of structure.

Multifamily parking lighting shall be adequate but subtle to provide for safe vehicle and pedestrian movement.

## APPROPRIATE

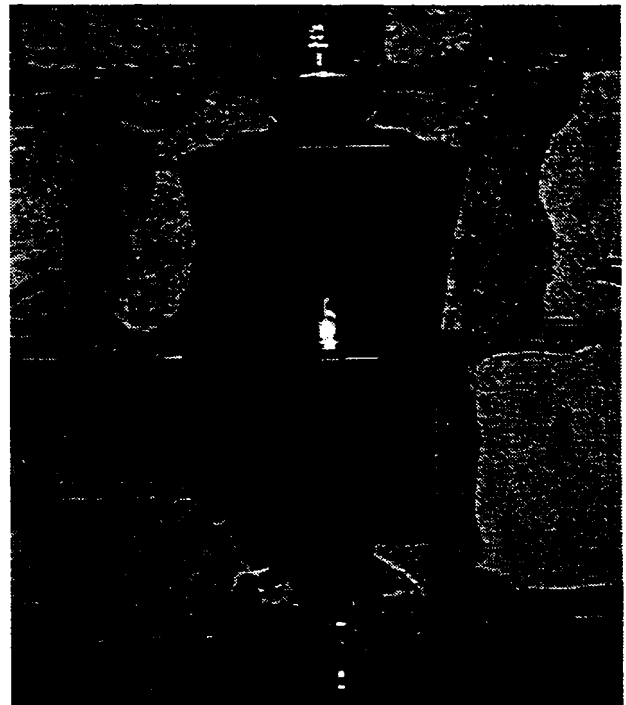
- Wall mounted fixtures at entries that blend with theme of community and building design.
- Community standard light and pole in front yard (required).
- Fixtures and standards shall be designed to aesthetically relate to the character of the development.
- Low wattage bollards at walkways.

## INAPPROPRIATE

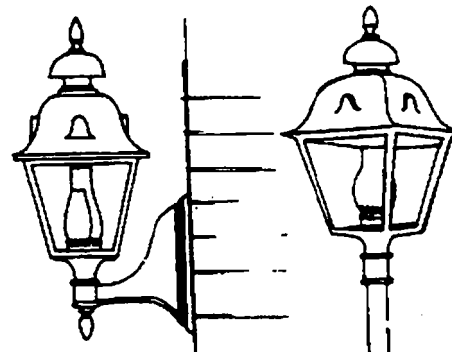
- Spotlights, non-shielded light fixtures.
- Colored lights, except holidays.
- Spill-over of light onto neighboring property.
- Inconsistent pole lights.



Front Yard Light Post



Surface Mount Lanterns



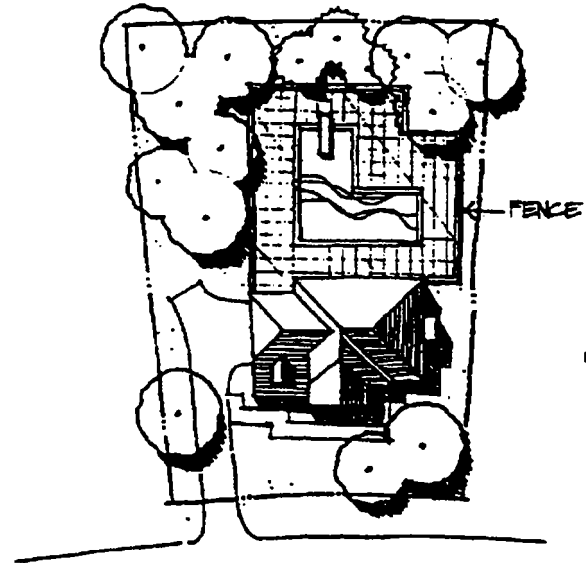
88

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# POOLS/SPAS/WATER FEATURES

All water features are required to be located in rear yards and should be completely enclosed by approved fencing or landscaping and screened from neighboring homes. All water features shall be in-ground, except spas, which may be built into appropriately designed and screened deck systems. Equipment for pools, spas, or fountains should be completely screened from adjoining properties. Small temporary play childrens pools are allowed. Safety fencing to be provided in accordance with community fencing guidelines.



Screening of Pools

## APPROPRIATE

- In-ground pools with approved fencing and screening.
- In-ground or in-deck spas with approved fencing and screening.
- Ponds constructed with water tight liners, recirculation equipment and overflow provisions.
- Water features to be located in rear yards only unless provided by developer as a community feature.

## INAPPROPRIATE

- Above ground pools (prohibited).
- Above ground spas (unless built into a deck system with spa flush to top of deck).



Typical Pool/Spa Arrangement

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# COMMUNITY FENCE PROGRAM

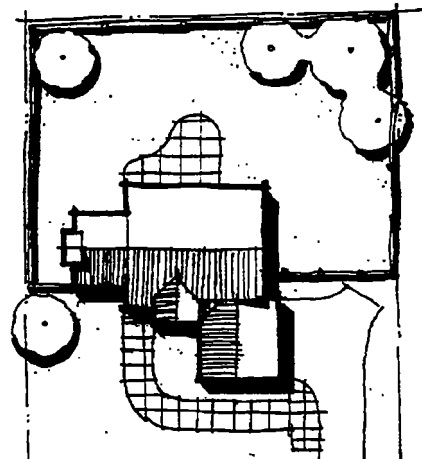
~~In order to provide a cohesive, well planned "rear yard" fencing program throughout the entire CANTERFIELD community, a single predesigned cedar fence detail will be approved by CANTERFIELD for each new development "village". The approved fence will be required where a rear yard abuts a roadway. This fence will be a 6 foot tall board fence with top cap detail. Structural framing shall be on the lot side of the fence whose owner wishes to erect the fence, or by agreement with adjacent property owner, or on the lot side of the fence where adjacent a roadway. +~~

It is preferable that fences do not function as property line markers, but are used (where approved) to define exterior spaces as well as to screen undesirable uses. Landscaping shall be included to "soften" the appearance of the fence. Fences shall not be erected in utility, drainage, or landscape easements.

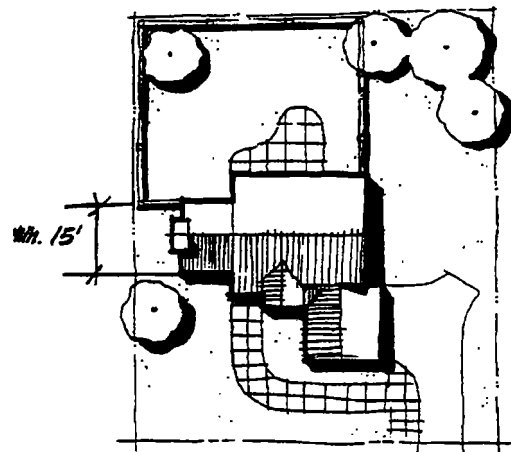
Front yard fences and walls are not allowed unless they are an integral part of the house architecture. In no case shall a fence or wall be located less than 10 feet back from a right-of-way line. Front yard fences (where approved) shall be less than three feet in height.

Fencing between houses as viewed from the front of the house will again be *required* to match the CANTERFIELD approved community fence design, and must be installed with the following criteria:

- Fences will be installed starting at least 15' from the front corner of any house, but may be installed further than 15' if so governed by the next adjacent house.
- The final location of the actual fence setback will be determined by the *homeowner* based on the proper location for the preceding house on either side.
- Fencing on corner lots is allowed as outlined in the Village of West Dundee fencing ordinance. However they must be no taller than 4' and match the CANTERFIELD community fence.
- Individual homeowners may not alter the style or color of the CANTERFIELD predesigned fence.
- Landscaping, as provided in the landscape guidelines, is encouraged to be installed & maintained on the street side of each fence.



Not Acceptable



Acceptable

+ Replaced by  
Amendment #4 (5/2/19)

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# COURTYARD WALLS, PRIVACY SCREENING & POOL ENCLOSURES

Additional fences or walls constructed of approved materials such as wood, brick, stone or wrought iron along with screening developed from masses of plantings may be allowed by review, to enclose the private and service areas of a CANTERFIELD site. Materials selected must be compatible with the style of each dwelling. Low walls and fences can be used to help the dwelling "hug" the site, or provide an additional courtyard style entry. The height of pool enclosure courtyard or dog run fencing must meet local codes. Except for pool enclosures and dog runs, all accent walls and fencing should not exceed 3 feet in height.

## APPROPRIATE

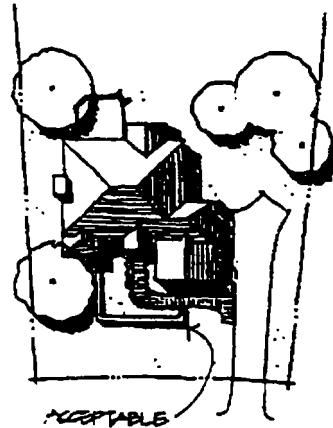
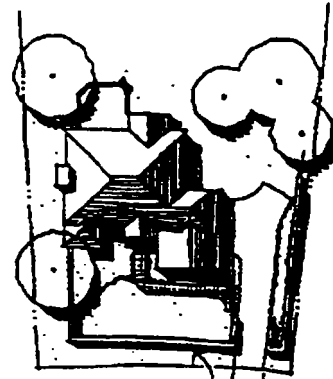
- Accent trim repeating fascia or trim details (encouraged) at the top of fences.
- Semi-transparent walls, such as wood picket or wrought iron grills between pilasters.
- Brick or stone walls as courtyards or wall extensions.
- Wood fence using materials, details and colors of dwelling.
- ~~Natural cedar fences, stained or painted.~~ ++

## INAPPROPRIATE

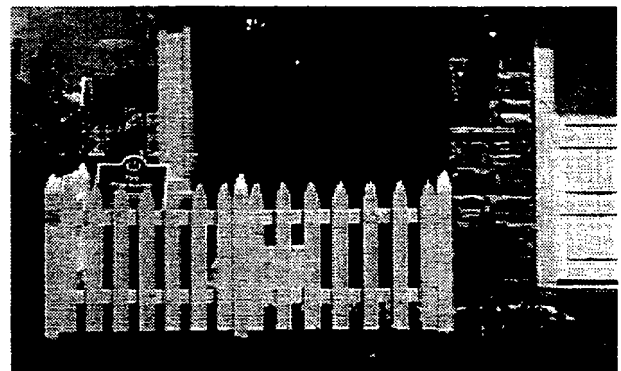
- Stockade wood fences (prohibited).
- Simple stucco walls, unless part of entry monument, for short runs (prohibited).
- ~~Chain link fences, unless painted black or green.~~ +
- Double fences.
- Exposed dog runs to public view.

+ See CCRs Amendment 3

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Entry Court with Wall or Fence



Low Wood Fence



Stone Wall

# WALLS, SCREENING & ENCLOSURES (CONTINUED)

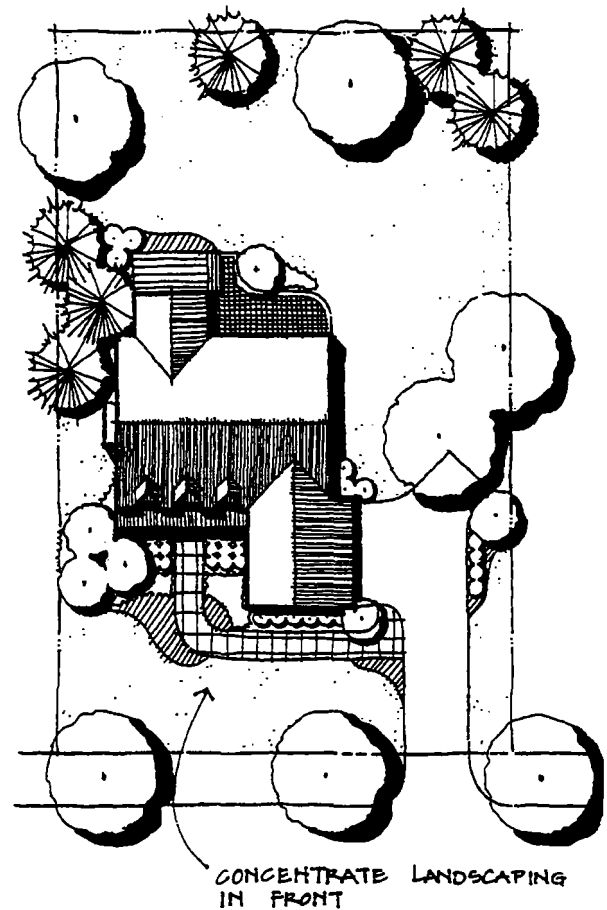
## Screening/Buffer Planting

Accessory structures, decorative objects, play structures, decks and patios not screened by walls or fences should be screened by shrub and tree masses.

Large blank or long site walls should have grouped plantings which reduce the structure's visual impact from off the property.

## Patios

Patios should be designed as part of an overall landscape plan. This will allow the use of berms, walls, fences and plantings to create a comfortable and private outdoor space.



Typical Single Family Landscape Plan

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# LANDSCAPE CHARACTER & STYLE

All builders in the CANTERFIELD community are required to install a predesigned landscape package for each single or multifamily community.

This landscape section has been designed to provide Property Owners, Architects, Contractors and Builders with important information related to the development of homes to insure a harmonious neighborhood streetscape and to protect the aesthetic quality of the overall community.

~~The objective is to reinforce the natural rural character of CANTERFIELD community. The recommended landscape character should emphasize an informal pastoral scene by use of native plant materials and natural areas. Front yard plantings should be sympathetic to the overall neighborhood streetscape in form, texture and simplicity of design. This can be achieved, in the single family areas, by limiting the front yard planting to lawn, trees and informal foundation plantings. +~~

Plantings should be designed to provide privacy of the homeowner and the neighbors. Plantings along common property lines should be native informal unsharped plantings. Straight line hedge plantings to denote property lines are discouraged. Accessory structures, sculptures and decorative objects such as statuary bird baths, are prohibited in front yards.

Large paved areas for residents and their guests should be designed to allow a reasonable area between streets and property lines to allow for landscape screening which would reduce the visible impact of the large paved areas. Parking areas should not encroach on the "streetscape" berming and landscaping area. Dense textured shrubs should be placed as necessary to stop headlight glare into the dwelling unit as the situation occurs.

All mechanical equipment, ground mounted utilities and service areas not occurring within a building should be screened from adjoining properties by a visual barrier such as a fence (see fence section) or landscaping sufficient in form and texture to effectively screen the item.

## APPROPRIATE FRONT & SIDE YARD

- Informal
- Shredded bark mulch
- Flowing layered beds

## INAPPROPRIATE FRONT & SIDE YARD

- English Gardens
- Oriental Gardens
- White stone for mulch



Landscape Character

Q3

+ Replaced by  
Amendment #4 (5/2/19)

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## MULTIFAMILY LANDSCAPE DESIGN

In the multifamily areas, landscape design elements should provide a unifying theme to the entire CANTERFIELD community. The overall design goal should be the creation of a pleasant, safe and protected environment that is both functional and aesthetically pleasing. This goal cannot be met without adequate landscaping. The principles of good design and functional, yet simple solutions provided by a limited variety of materials, should not be overlooked. Maintenance of these areas is as important as the original design concept. The following design guidelines will help to direct landscape improvements that will be consistent throughout the community.

In the multifamily areas, landscaping should enhance major natural and improved common area site elements through the use of foliage color and texture, plant forms and plant masses. A simplified list of plant materials which maintains the proposed theme of the landscape should be used. Visual confusion due to the use of many unrelated plant varieties should be avoided. Broad plant masses and consistency of landscape character should be employed to avoid complex plant mixtures.

In the multifamily areas, landscape design should provide for effective screening of parking areas, utilities and service areas. This will reduce the possibility of negative visual impacts when viewed from major adjacent streets. Grouped masses of plant material should be designed to complement architectural elevations, blank walls and roof lines through color, texture, density and form on both the horizontal and vertical planes.

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## LANDSCAPE PLANTING GUIDELINES

In the single-family areas, general simple plantings with a limited variety of material should be used to create a well integrated neighborhood landscape. This is particularly true in front yards or other highly visible areas.

Landscape amenities should create aesthetic and functional solutions to environmental considerations such as creating and enhancing views and view corridors, creating privacy wherever desirable, screening of undesirable views or elements, and providing shade and temperature control. Landscaping should be used to visually soften the perception of residential structures with greenery and vertical scale, yet permit desired views and vistas. An important goal is to provide noise reduction and visual density at adjacent properties and rights of way.

Layering of plant materials is encouraged. Plants of different heights should be planted together with lower plants in front of the taller plants.

The spacing of plant material should be commensurate with anticipated mature growth in order to promote natural forms without the need for excessive pruning and maintenance in the future.

Quality landscaping is important to both the appearance of the individual homesite and multifamily areas as well as the overall continuity of the community. To accomplish this effect, a recommended plant list is included for guidance in selecting plants that will perform in our climate and soil conditions. The list is not intended to be all inclusive or restrictive, but should be used as a guide.

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# COMMUNITY MONUMENTS AND PLANTINGS

The builder of each CANTERFIELD community shall be required to complete the landscape development for the following areas:

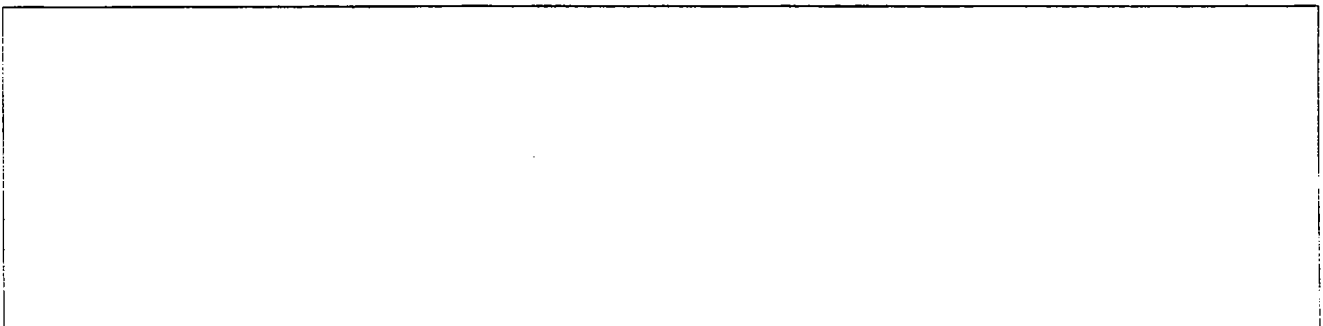
- Community entrance monuments
- Road Berming and landscaping as it pertains to each community
- Entry road medians
- Secondary entrance monuments

Community entrance monuments, the road berming and landscaping must be landscaped within 30 days of the opening of a sales area whether by temporary sales trailer or a Sales Center and models, (weather permitting and water available).

A plan showing landscape for temporary sales trailer must be submitted to the Design Review Committee for approval.

The Owner/Declarant will make available all monument and landscape plans, complete with locations, species and sizes of all plant materials and miscellaneous items, to each builder for the areas listed above as they pertain to the builder. Strict adherence to the plans, specifications, quality of material and quality of the construction will be supervised by the Owner/Declarant.

All public R.O.W. parkways throughout the development, including those in front of outlots, open space areas and wetlands are to be landscaped except as designated by the Owner/Declarant.



*Typical Route 31 - "Streetscape" Berming and Landscape Plan*

9/2

# LOT PLANTING REQUIREMENTS

To create a "streetscape effect" that is consistent throughout the community and the entire development, the following minimum planting requirements shall be necessary.

The minimum planting requirement for cluster lots, and lots of less than 10,000 s.f. is to be 4.0% of the direct construction costs of the house. It is recommended that to maintain the continuity between communities a minimum breakdown of the required landscape package should be 40% on ground cover (sod/seed) with front yard and side yards facing a street being sodded and the rear yard and side yards, not facing a street, being seeded, 40% in front yard foundation plantings.

Landscape plan shall be submitted for approval prior to move in.

A typical plan showing the builders intent for cluster lots and lots of less than 10,000 s.f. must be submitted to the CANTERFIELD Design Review Committee.

Minimum planting requirements for lots over 10,000 s.f. shall be 4.0% of the direct construction costs in addition to completed ground cover (sod/seed) over the entire lot and street trees as required. Sod is required in the front yard and side yards to the rear corners of the house.

A complete landscape plan for each lot over 10,000 s.f. must be submitted to the CANTERFIELD Design Review Committee.

The minimum planting requirement for multifamily condominium areas shall be 4.0% of the material and labor construction costs of the project. Landscape plans must be submitted to the CANTERFIELD Design Review Committee.

The minimum planting requirement for multifamily apartment areas shall be 2.5% of the material and labor construction costs of the project. Landscape plans must be submitted to the CANTERFIELD Design Review Committee.

All multifamily front lawns and 25 feet around side and rear of buildings is to be sodded.

+

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**+ Amended by First Amendment (Ryland) 3/28/96 Exhibit B**

# RECOMMENDED PLANT LIST

## *Shade and Ornamental*

### **Trees**

Maple  
 — *Sugar*  
 — *Red*  
 — *Norway*  
 — *Amur*  
 Ash  
 — *White*  
 — *Green*  
 — *Blue*  
 Linden  
 — *American*

— *Little Leaf*  
 — *Redmond*  
 Hackberry  
 Honeylocust  
 Oak  
 — *White*  
 — *Swamp White*  
 — *Pin*  
 — *Red*  
 — *Burr*  
 Beech  
 Kentucky Coffeetree  
 Sycamore

Serviceberry  
 River Birch  
 Heritage Birch  
 Pagoda Dogwood  
 Hawthorn  
 — *Washington*  
 — *Cockspur*  
 — *Thornless*  
 Crabapple  
 — *Morton Arboretum approved varieties*  
 Quaking Aspen  
 Viburnum  
 — *Nannyberry*  
 — *Blackhaw*

### **Shrubs**

Black Chokeberry  
 Gray Dogwood  
 Redosier Dogwood  
 Vernal Witchhazel  
 Hypericum  
 Viburnum  
 — *Arrowwood*  
 — *Wayfaring*  
 — *Snowball*  
 — *American Cranberrybush*  
 — *European Cranberrybush*

St. Johnswort  
 Juniper  
 Japanese Yew  
 Mugo Pine  
 Oregon Grape  
 Mock Orange  
 Potentilla  
 Azalea  
 Rhododendron  
 Sumac  
 Rugosa Rose

Spirea  
 — *Anthony Waterer*  
 — *Snowmound*  
 — *Alpine*  
 — *Froebel*  
 Winged Enonymus  
 Cotoneaster  
 Emerald Mound Honeysuckle  
 Barberry  
 Korean Lilac

### **Evergreen Trees**

Balsam Fir  
 Concolor Fir  
 White Spruce  
 Black Hills Spruce  
 Colorado Spruce

Norway Spruce  
 White Pine  
 Red Pine  
 Austrian Pine  
 Scotch Pine

**The following plants will not be allowed for landscaping purposes in either the single family or multifamily areas:**

Poplar in Variety  
 Cottonwood  
 Silver Maple

Willow (Accepted near water features and lowlands)  
 Common Buckthorn

Tree of Heaven  
 Boxelder  
 Mulberry

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# PUBLIC STREET PLANTING PROGRAM

All public R.O.W. parkways throughout the development are to receive street trees per the following requirements:

- Canopy shade trees shall be placed a maximum of 40' O.C. with a minimum of one in front of each single-family lot—including all open space areas and outlots.
- Trees are to be placed in such a manner as to be at least 30' from intersecting street pavement and at least 5' from paved driveways.
- The trees shall have a minimum trunk caliper of 4" as measured 6" above the root ball.
- There shall be no more than 4 varieties of trees, as selected from the "Approved Street Tree List", in each community. Varieties shall be continuous on individual streets.
- Trees, when approved in open spaces, are to be planted in groups of no less than 8 and no more than 20.
- At any intersection, all trees must be of the same variety. The variety established on the predominant through street shall be carried through the intersection.
- All street trees are to be wrapped with tree wrap starting at the bottom. Tree wrap should be installed in fall and removed in spring for the first year.
- A street tree plan must be submitted to the Design Review Committee.
- All cul-de-sac islands are to be landscaped. Plans must be approved by the Design Review Committee.

**Approved Street Tree List:**

- |                  |                         |
|------------------|-------------------------|
| Hackberry        | Seedless Green Ash      |
| Red Sunset Maple | Pin Oak                 |
| Linden           | Autumn Purple White Ash |
| Sugar Maple      | Norway Maple            |
| Red Oak          | Patented Honeylocust    |

+ Amended by First Amendment (Ryland) 3/28/96 Exhibit C

## LANDSCAPE MAINTENANCE

It is the responsibility of each builder to provide routine continuous landscape maintenance on the individual community property as well as the CANTERFIELD common area that pertains to that particular community, such as road berms and until such time that a homeowners association can be formed and take over those duties.

All vacant property shall be kept clear of debris and trash build-up. All vacant homesites should be mowed to a height of no more than 6 inches and be cleared of all dead plant materials, fallen branches and unsightly vegetation.

All landscaped areas shall be maintained in a weed free and debris free condition. Lawn and groundcover areas shall be kept trimmed and mowed regularly. All planted areas will receive regular watering, cultivation and pruning.

Dead, damaged or diseased plantings shall be replaced as part of regular maintenance.

Tree stakes and guy wires should be checked and adjusted regularly to avoid trunk girdling, abrasions and unsightly conditions.

100

# SIGNAGE CHARACTER & STYLE

The purpose of the signage and graphic design standards is to establish a cohesive, distinctive and functional system to visually communicate with all who live in or visit CANTERFIELD. All signs shall be designed consistently with the CANTERFIELD theme to project a high quality, American Country image. The signage and graphics system will maintain consistency in color, materials, shape and size. Specifications and detailed drawings will be provided to each builder for their community. All signage at CANTERFIELD must meet the Village of West Dundee signage ordinance, as modified by the Annexation Agreement.

### Signage Color and Design

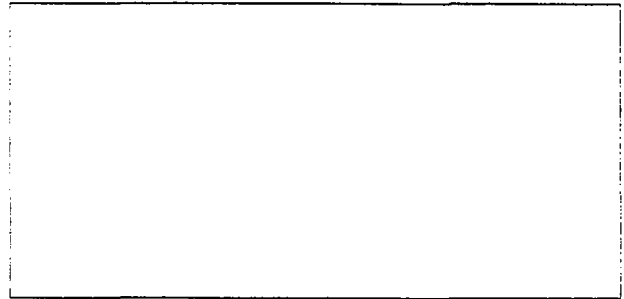
Post and arm design will stay consistent from community to community. A predetermined signage package will be provided for each community. They consist of:

- Mini monument identifying each builder neighborhood.
- Stop signs.
- Yield signs.
- Street signs.
- Mail boxes.
- Directional and other informational signs.

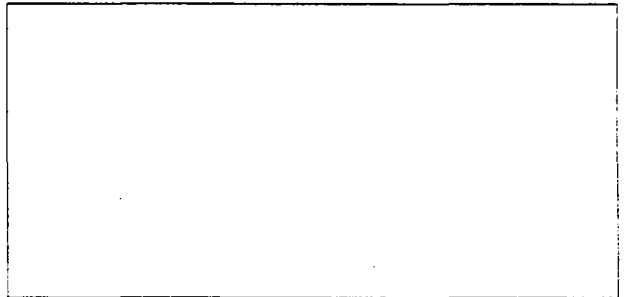
Traffic safety colors must be used. Color combinations will be provided to the developer. All information is subject to municipal approval.



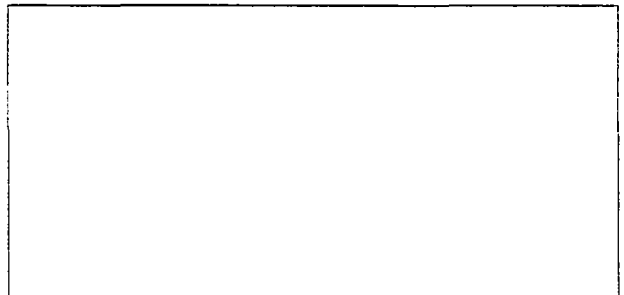
Entry Monument Example



Yield Sign



Street Signs



Stop Sign

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# ON SITE SIGNAGE

Builders "on site" signage, not addressed by these guidelines, is subject to Design Review Committee approval.

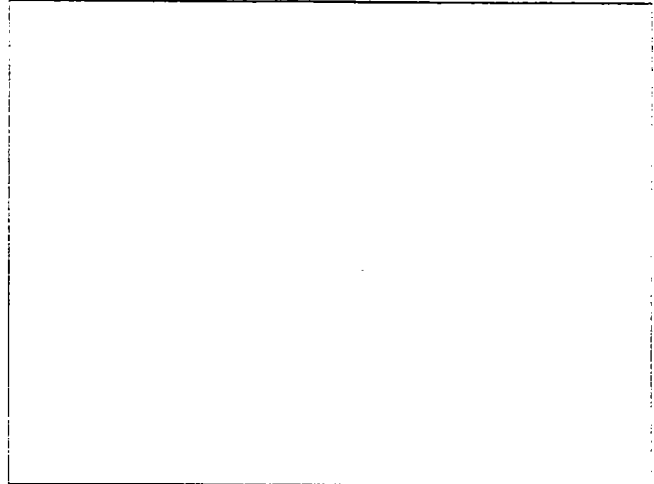
Materials must be of high quality and constructed to industry standards.

## APPROPRIATE

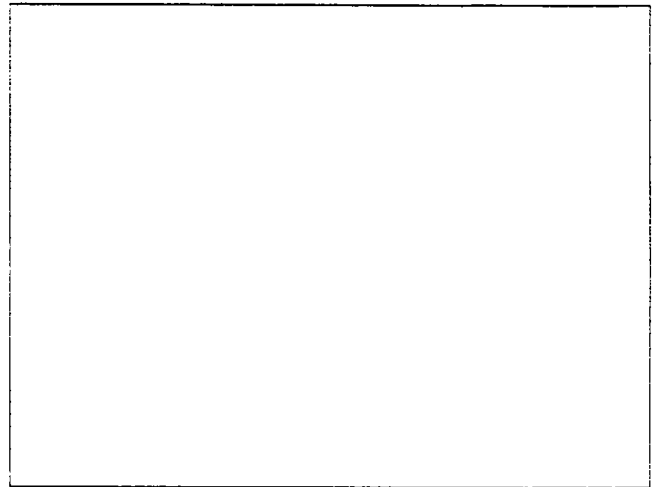
- Cedar, stone, brick, stucco, lattice.
- Pressure treated posts (stained or painted).
- Raised letters.
- Routed designs (painted or stained).
- Painted signs on flat surface.

## INAPPROPRIATE

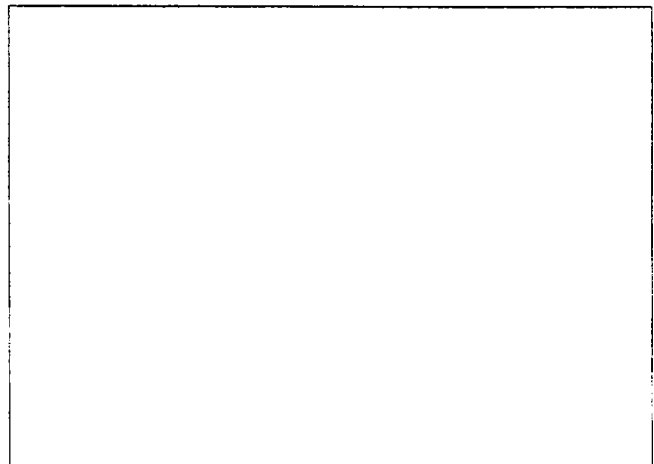
- Unpainted or unstained raw or pressure treated wood.



*Mail Boxes*



*Directional*



*Informational*

# SIGNAGE LIGHTING

All signs must be well lit with low wattage ground illumination. Additional lights on posts may be used or required for larger signs and street signs. Ground lights should be concealed with plant material.

# SIGNAGE MAINTENANCE

As with all pieces of architecture, signs need maintenance. Periodic cleaning is required. Touch ups should be expected and, based on appearance, may be required by the Design Review Committee.

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## SALES TRAILER REQUIREMENTS

- Provide a plat, indicating all of the following items relative to the placement of the sales trailer:
  - Direction of entrance
  - Size (Single, Double Wide, etc.)
  - Length

The plat must be approved by the D.R.C.

- Provide a site plan showing ingress, egress and the location of graveled or paved off street parking. The site plan must also be approved by the D.R.C.
- Trailer must be "skirted" in a tasteful manner.
- Signage and outer design of the trailer must be approved by the D.R.C.
- Outer lighting is encouraged to prevent vandalism and theft.
- Builder agrees to "monitor" trailer traffic at all times, to prevent blockage of adjoining streets.
- Provisions for trash removal must be provided.

## ON-SITE CONSTRUCTION OFFICE GUIDELINES

- Provide a subdivision plat showing the location and overall size of the complex.
- Prepare a 1" = 20' site plan showing the office trailer, graveled off-street parking, a maximum of ten (10) storage semi-trailers, and traffic flows in and out of the complex. Care should be taken to conceal storage trailers from public view.
- The office trailer will be "skirted" (straw bales are not allowed). Entry steps and porches will be acceptably built and painted.
- Provide a sketch of appropriate signage which will be utilized.
- No storage will be allowed on the ground, under, or around any trailer. All materials must be in locked storage or office trailers.
- Parking of contractor vehicles overnight in the construction area is not allowed. Parking of contractor vehicles overnight in the construction management complex is strongly discouraged.
- Provisions for trash removal must be provided.
- "Lighted" trailer storage areas are encouraged to discourage vandalism and theft, but must not overlap to neighboring property.
- The subdivision plat, site plan, and signage sketch are to be submitted to the Design Review Committee for approval.

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# GENERAL RULES FOR CANTERFIELD BUILDERS, SUBCONTRACTORS, & WARRANTY PERSONNEL

- Builders and subcontractors are required to keep job sites as neat and clean as possible. Daily removal of trash and debris is required. Job site dumpsters are to be removed when full. Stockpiling or dumping on surrounding sites is prohibited.
- Speed limits throughout the entire community shall not exceed 20 miles per hour.
- Loud radios or noise will not be allowed. Normal radio levels are acceptable.
- No vehicles may be left in the subdivision overnight. Construction vehicles may be left overnight, but must remain on the street.
- Specific areas of the site contain natural marshes and wetlands. These areas are to be protected during construction from vehicles, trash and storage.
- Trees are to be protected at drip line (furthest extent of branches) from construction equipment—fence off with temporary snow fence for protection. The area within the fence shall not be used for materials storage, cleaning of equipment or vehicles, parking, or any other construction-related activity. The builder or general contractor will be held responsible for tree protection.

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The CANTERFIELD Design Review Committee will review all development proposals for conformance to the Design Guidelines. Each submittal should reflect the design intent for the CANTERFIELD community objectives. Below is a general checklist to be used as a reminder for the builder's design team, ensuring all elements are considered.

### ***Comprehensive Design Review Checklist***

#### Site Development Guidelines

- Zoning
- Setbacks
- Grading
- Drainage
- Traffic Patterns & Circulation
- Views
- Site Preservation
- Erosion Control
- Multifamily Parking
- Community Infrastructure

#### Architectural Design Guidelines

- Character & Style
- Building Massing
- Roof Design
  - Pitch/Shape/Overhangs
- Building Entries
  - Porches, Columns, Rails
- Finish Materials
  - Walls, Roof, Colors
- Windows & Doors
- Garages
- Details
  - Shutters, Trim, Muntins, Mouldings, Accent Areas
- Exterior Lighting
- Chimneys
- Mechanical Equipment
- Multi Family Accessory Structures

#### Landscaping Guidelines

- Character & Style
- Screening/Buffering
- Patios
- General Planting Selections
- Minimum Planting Requirements
- Required Entry Monuments Criteria
- Landscape Maintenance

#### Fencing Guidelines

- Required Styles
- Approved Locations
- Privacy Screening
- Pool Fencing
- Courtyard Walls
- Appropriate Materials

#### Signage & Graphics

- Theme & Purpose
- Color & Design
- Types of Signage
- Materials
- Lighting
- Maintenance

#### Sales Trailer Requirements

- Location
- Ingress - Egress
- Appearance
- Signage
- Lighting

#### Construction Trailers

- Location
- Size
- Ingress - Egress
- Appearance
- Storage
- Parking
- Trash
- Lighting
- Disallowable Activities

# DESIGN AND PLANNING REVIEW APPLICATION

Parcel \_\_\_\_\_ Approximate Acreage \_\_\_\_\_

Single Family     Multi Family

Number of proposed units \_\_\_\_\_ Proposed density \_\_\_\_\_

**Owner/Builder** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Engineer** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Architect** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Landscape Architect** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Preliminary Application: (Section A)

Preliminary site plan & traffic circulation (scale \_\_\_\_\_)

Approved     Disapproved

Comments: \_\_\_\_\_

Proposed building elevations: (scale 1/4" \_\_\_\_\_)

Approved     Disapproved

Comments: \_\_\_\_\_

Proposed grading & drainage plans (scale \_\_\_\_\_)

Approved     Disapproved

Comments: \_\_\_\_\_

Building square footage review

Approved     Disapproved

Comments: \_\_\_\_\_

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_

Approved By \_\_\_\_\_

Comments: \_\_\_\_\_

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# FINAL APPLICATION CHECKLIST: (SECTION B)

- Community site plan (scale \_\_\_\_\_)
  - Approved  Disapproved Comments:
- Community landscape plan (scale \_\_\_\_\_)
  - Approved  Disapproved Comments:
- Berm & fencing plan (scale \_\_\_\_\_)
  - Approved  Disapproved Comments:
- Typical building landscape plan (scale \_\_\_\_\_)
  - Approved  Disapproved Comments:
- Civil Engineering plans (scale \_\_\_\_\_)
  - Approved  Disapproved Comments:
- Home or building elevations (scale 1/4" - 1'0")
  - Approved  Disapproved Comments:
- Exterior color packages (three per elevation)
  - Approved  Disapproved Comments:
- Signage & community graphics plan
  - Approved  Disapproved Comments:
- Street lighting plan
  - Approved  Disapproved Comments:
- Plan (unit) square footage
  - Approved  Disapproved Comments:
- Temporary & permanent sales office plans
  - Approved  Disapproved Comments:
- Temporary construction office plans
  - Approved  Disapproved Comments:
- Multi family accessory structure plans
  - Approved  Disapproved Comments:

Date Submitted \_\_\_\_\_

Date Approved \_\_\_\_\_

Approved by \_\_\_\_\_

Comments \_\_\_\_\_

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EXHIBIT E

The Northerly 10 feet of the following described parcel:

That part of the Southwest Quarter of Section 27, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 88 degrees 11 minutes 00 seconds East along the North line thereof, 880.93 feet for the point of beginning; thence South 01 degree 49 minutes 00 seconds West 548.0 feet; thence South 88 degrees 11 minutes 00 seconds East and parallel to the North line of said Southwest Quarter, a distance of 418.0 feet; thence North 01 degree 49 minutes 00 seconds East 548.0 feet to the North line of said Southwest Quarter; thence North 88 degrees 11 minutes 00 seconds West along said North line, 418.0 feet to the point of beginning, in the Village of West Dundee, Kane County, Illinois.

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TRAIL RIDING RULES  
CANTERFIELD -- FAIRHILLS -- PROPERTY  
6/6/95

1. ONLY "PERMITTED PRIVATE TRAIL USERS," AS DEFINED IN ARTICLE I, SECTION 16, OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRHILLS OF CANTERFIELD, WILL BE ALLOWED TO RIDE ON THE PRIVATE EQUESTRIAN TRAILS.
2. EACH RIDER MUST SIGN AND HAVE ON FILE WITH THE CANTERFIELD DEVELOPMENT A LIABILITY RELEASE FORM. NO OTHER RIDERS ALLOWED ON THE PRIVATE EQUESTRIAN TRAILS.
3. EACH RIDER MUST DISPLAY AN ASSIGNED CANTERFIELD TAG ON RIGHT SIDE OF HIS OR HER SADDLE.
4. PROPER FOOTWEAR WITH HEEL MUST BE WORN. NO TENNIS SHOES OR OTHER FLAT SOLED SHOES ALLOWED.
5. A HELMET OR EQUESTRIAN HARD HAT MUST BE WORN WHEN RIDING ON THE PRIVATE EQUESTRIAN TRAILS.
6. NO BAREBACK RIDING OR DOUBLE RIDING ALLOWED.
7. NO SINGLE RIDERS ALLOWED. GROUP MUST INCLUDE A MINIMUM OF TWO RIDERS.
8. RIDERS MUST STAY ON TRAILS CLEARLY MARKED FOR EQUESTRIAN USE. NO VENTURING OFF TRAILS FOR ANY REASON. NO RIDING IN ANY FARM FIELD EXCEPT AS MARKED.
9. NO DESTRUCTION OF PRIVATE EQUESTRIAN TRAIL PROPERTY WILL BE ALLOWED FOR ANY REASON.
10. ALL RIDERS UNDER 18 YEARS OLD MUST BE ACCOMPANIED BY AN ADULT OVER 21 YEARS OF AGE AT ALL TIMES WHILE ON THE PRIVATE EQUESTRIAN TRAILS.
11. NO DRINKING OF ALCOHOLIC BEVERAGES OR LIGHTING OF FIRES ALLOWED ON THE PRIVATE EQUESTRIAN TRAILS.
12. RIDING ALLOWED FROM 7:00 A.M. TO DUSK.
13. RESPECT THE LAND, USE COMMON SENSE AND ALWAYS PUT SAFETY FIRST.
14. THESE RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY CHANGES WILL BE POSTED AND DISTRIBUTED TO ALL WHO ARE REGISTERED. IT IS THE OBLIGATION OF EACH RIDER TO BE AWARE OF AND ABIDE BY THE RULES AT ALL TIMES. FAILURE TO DO SO WILL CAUSE A LOSS OF THE PRIVILEGE.

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