AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION

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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made and entered into by the Board of Directors of the Willows of Wadsworth Community Association in accordance with Section 27(b) of the Act, whereby the Board by a two-thirds (2/3rds) majority vote can amend the Declaration in order to conform to the Act.

W I T N E S S E T H:

WHEREAS, Declarant was the owner of the real property which was and is binding upon the property so designated and every party having any interest therein, and recorded same in the Office of the Recorder of Deeds of Lake County on August 10, 1990 as Document Number 2933547 ("Original Declaration").

CLAUSE I

PROPERTY SUBJECT TO AND BENEFITING FROM THIS AMENDED AND RESTATED DECLARATION

1. THIS SUBDIVISION. The real property which is, and shall, held, transferred, sold, conveyed, used and occupied subject to the Covenants is located in Lake County, Illinois, and is more particularly described in Exhibit "A" attached hereto.

2. PROPERTY BENEFITED. The Original Declaration was created for the benefit of and subjected all of the land in This Subdivision, hereinafter referred to as "Willows of Wadsworth".

CLAUSE II

GENERAL PURPOSES OF THIS AMENDED AND RESTATED DECLARATION

This Subdivision is subject to the Amended and Restated Declaration to insure proper use and appropriate development and improvement of This Subdivision and every part thereof; to protect each and every owner of any part of Willows of Wadsworth against such use of Lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure

adequate and reasonable development and the use and erection of attractive improvements thereon, with appropriate locations thereof subject to the approval of the Board; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement compatible with the Covenants; and to insure desired standards of maintenance and operation of community facilities and services for the benefit of all owners of Willows of Wadsworth. It is the intention and purpose of these Covenants to assure that all dwellings in This Subdivision shall be of a quality of design, workmanship, and materials approved by The Architectural Review Committee. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal, and in an effort to assure the same, the quality of architectural design will be considered.

CLAUSE III

DEFINITIONS

(a) ASSOCIATION. The Willows of Wadsworth Community Association ("Association"), describe in Clause VI hereof.

(b) ARCHITECTURAL REVIEW COMMITTEE. The committee so designated and described in this Amended and Restated Declaration.

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

(d) BOARD. The Board of Directors, a group of people elected by the Owners as the governing body to exercise all powers, duties and authority vested in the Board by the By-Laws.

(e) BUILDABLE AREA. That part of a Lot bounded by the required rear and side yards and the building setback line.

(f) BUILDING. Any structure having a roof, supported by columns or by walls or other means, or other structure intended or used for the shelter, housing, or enclosure of any person, animal, or chattel.

(g) BUILDING, ACCESSORY. A subordinate Building or portion of a principal Building, the use of which is incidental to that of the principal Building on a Lot.

(h) BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof; or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height.

(i) COMMON INTEREST COMMUNITY. Willows of Wadsworth as defined by 765 ILCS 160, et. seq. Illinois Common Interest Community Act

(j) DECLARANT. The Original Developer.

(k) DEED RESTRICTED OPEN SPACE. Those areas designated on the final plat "deed restricted open space" are subject to the terms and limitations contained in these covenants.

(l) DWELLING. A residential Building which, as originally constructed, is integrated and designed for use exclusively as living quarters for one family.

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

(n) LAKE AND COMMUNITY GROUNDS. The parks, lakes, paths and other real property within Willows of Wadsworth shown on a recorded plat of subdivision as being reserved for the common use of all residents and owners of This Subdivision and other areas of Willows of Wadsworth, and the fixtures thereon and appurtenances thereof.

(o) LOT OR HOMESITE. One subdivided Lot of record in This Subdivision, or a combination of such Lots. The words "Lot" or

"Homesite" as used herein shall be synonymous and may be used interchangeably.

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

(q) LOT LINE, FRONT. That boundary line of a Lot which is along a dedicated street line.

(r) LOT LINE, REAR. That linear boundary of a Lot which is most distant from the Front Lot Line.

(s) LOT LINE, SIDE. Any boundary of a Lot which is not a Front or Rear Lot Line.

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

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

(v) LOT OWNER. A person or persons whose interests aggregate fee simply absolute ownership of a Lot.

(w) MAJORITY. More than fifty percent (50%) in the aggregate in interest of the individual ownership of all Lots.

(x) MEETING OF THE BOARD. Any gathering of a majority of a quorum of the members of the Board of Directors held for the purpose of discussing Board business.

(y) OPEN SPACE. All areas which must be maintained free of Structures, as shown on the Plat, for such uses as are permitted in the Village of Wadsworth ordinances governing

open space, including but not limited to recreational, greenway, natural and bufferyard areas and garden plots, and which are intended to be further restricted by deed reservations in conveyance hereafter to be made.

(z) PLAT. The recorded plat of subdivision for This Subdivision, more fully described in Clause I, Paragraph 1 thereof.

(aa) STORY. That portion of the interior of a building included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above. A basement shall be counted as a Story.

(bb) STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than 3 feet above the top floor level, and in which space not more than 60 percent of the floor area is improved for principal or accessory use.

(cc) STORMWATER DETENTION FACILITIES AND IMPROVEMENTS. All on-site facilities and areas necessary for the management of stormwater as appears more fully on the Plat.

(dd) STRUCTURE. Any stationary object erected, constructed or placed on the property or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate Structure. Structures shall include but shall not be limited to sheds.

CLAUSE IV

GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Each Lot shall be used as a site for one Dwelling only, and a private garage containing no fewer than two parking spaces for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes. All other detached Accessory Buildings or Structures may be erected only in such manner and location as approved in writing in the sole discretion of

the Architectural Review Committee, and subject to the restrictions for said Structures which are imposed by the Covenants or the Architectural Review Committee.

2. BUILDING HEIGHT. No Dwelling shall be erected, altered or placed on a Lot which shall contain more than two and one-half stores, nor shall any such Dwelling have a Building Height in excess of thirty-five (35) feet. No Accessory building or Structure shall have a Building Height in excess of twenty (20) feet unless a greater height is approved in writing by the Architectural Review Committee.

3. DWELLING COST, QUALITY AND SIZE. All Buildings erected upon a Lot shall be constructed in accordance with the applicable governmental building and zoning codes and with such additional standards that may be required by the covenants and the Architectural Review Committee; and the area inside the foundation walls or footings of any such Dwelling, exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be:

A. One-story Dwellings, not less than 2,000 square feet of living area.

B. For Dwellings of more than one story, not less than 1,200 square feet on the first floor, and the total living area in the Dwelling not to be less than 2,000 square feet.

All Dwellings constructed prior to the effective date of this Amendment shall remain subject to the original construction standards specified in the Declaration prior to this Amendment. In the event that reconstruction of a house built prior to the effective date of this Amendment shall become necessary in the future, then the original construction standards specified in the Declaration prior to this Amendment should be followed.

4. LOCATION ON LOT. No Building shall be located on a Lot nearer to the Front Lot, Side Lot Line or Rear Lot Line than the minimum setback on the recorded plat of subdivision of This Subdivision. Tennis courts and swimming pools shall be screened from the street or streets by walls, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Review Committee. No tennis court or swimming pools shall be located on a Lot nearer to the Front Lot Line, or a Side Lot Line adjoining a street, than the minimum setback shown on said recorded plat. If there is no indication on the plat of subdivision of the minimum Front, Rear or Side setback lines, the following setback lines shall be deemed applicable to the extent not shown:

Minimum Front Setback:	60 feet
Minimum Side Setback:	10% of width or 20 feet, whichever is less
Minimum Rear Setback:	10% of depth of Lot

provided that the Architectural Review Committee may authorize variations in its discretion. Where two (2) or more Lots are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property owner.

5. LOT AREA AND WIDTH. None of the Homesites shall at any time be subdivided into two or more ownerships and no building site shall be less in area than the acreage shown on the pertinent parcel of the plat of the subdivision recorded in the Public Records of Lake County, Illinois.

6. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall be surfaced with either asphalt or concrete. Plans and specifications for driveways, flared and culverts, pavement edging or markers shall be as approved in writing by the Architectural Review Committee.

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

8. EASEMENTS. The Original Declaration declared, granted and reserved the following easements in This Subdivision for the benefit of each and all of the Lots, parcels and lands located in Willows of Wadsworth, as well as for those entities hereinafter named.

A. The County of Lake and the Village of Wadsworth and all public utility companies, including but not limited to Commonwealth Edison Company, Illinois Bell Telephone Company and Northern Illinois Gas Company, to install, place and maintain gas mains, conduits, cables, poles and other wires, either overhead or underground with all necessary braces, guis, ankers, and other appliances in, along and over the strips of land designated on the Plat and marked "Utility Easement", in the areas specified in Clause IV, Paragraph 14, and for underground facilities in all easements for the purpose of serving the public in general with gas, electric, telephone services, and cable television,

including the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid, and to trim and keep trimmed any trees, shrubs or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements not shown on the Plat require the prior written approval of the Village of Wadsworth.

B. Over those portions of This Subdivision delineated by dashed lines on the plat of subdivision and designated "Drainage Easement" and "Detention", to the Village of Wadsworth for the purpose of installing and maintaining a drainage swale, storm water or waterway for the purpose of draining and storing surface water run-off. No permanent buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use or potential use of said easement for drainage and storm water storage purposes. The Village of Wadsworth shall also have an easement to enter onto all Stormwater Detention Facilities and Improvements, as provided in Clause VI, Paragraph 6.

C. A perpetual joint easement is hereby reserved and granted in favor of the Association, to construct, maintain and replace with This Subdivision entry treatments at the intersections of any and all public ways, together with reasonable access thereto and in and to an area ten (10) feet on any side of any such entry treatment for the purpose of maintaining the same.

9. PROHIBITIONS. Except for construction activities authorized by the Architectural Review Committee, the following prohibitions shall be applicable to all Lots, Buildings and Structures in This Subdivision:

A. No gainful occupation or profession, or other non-residential use, shall be conducted unless permission is granted by the Board.

B. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C. No livestock or poultry shall be kept or maintained. No swine, sheep, cattle or other objectionable exotic and dangerous animals shall be kept on the Lots, and no animals may be raised for commercial purposes on the Property without prior written permission of the Board of Directors of the Association.

D. No burning of refuse shall be permitted other than in proper facilities therefor maintained in or as a part of a Dwelling, except that the burning of leaves and natural prairies and savannah is permitted as and if allowed by applicable laws and regulations.

E. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any Lot may be used as a habitual parking place for commercial vehicles. The parkway located between the pavement and the Front Lot Line of each Lot shall not be used for the parking of commercial vehicles, boats, horse vans, mobile homes, trailers, nor any vehicle other than private passenger automobiles. The term "commercial vehicles" shall include all trucks and all automobiles, station wagons, and vehicular equipment which shall bear signs or have printed on the side of same, referenced to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this Paragraph shall be deemed a nuisance and violation of Subparagraph B of this Paragraph 9.)

F. No temporary buildings, quonset huts, trailers, tents, shacks, or privies shall be constructed, erected or parked upon said premises without the prior written approval of the Board. It is understood that the word "trailer" shall refer to a house or camping trailer which could be temporarily occupied for living purposes, and this restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage or surrounded by trees or screening approved by the Architectural Review Committee so that such trailer cannot be viewed from a street or from an adjacent property during any season of the year.

G. No garage, garage apartment, or other outbuilding shall be constructed or erected upon said premises.

H. No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases or noxious insects shall be introduced or maintained.

I. No advertising sign, or billboard, including "For Rent" advertising signs, and no visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any Lot; except, "For Sale" signs not larger than twenty-four (24) inches by thirty (30) inches may be erected at any time.

J. No firearm shall be discharged within This Subdivision.

10. NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES OR FLAG POLES. There shall be not more than one nameplate on each Lot. A nameplate shall not be more than ninety-six (96) square inches in area, and contain the name of the occupant and/or address of the Dwelling. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of an Accessory Building or structure, or free-standing. Hospitality light standards, of a design approved by the Architectural Review Committee, may be located within the front yard. No laundry-drying equipment or facilities shall be erected or used outdoors, whether attached to a Building or

Structure, or otherwise. Flag poles are permitted provided the pole is not more than twenty-five (25) feet in height, unless otherwise approved by the Architectural Review Committee. No satellite dish or other antenna device shall be allowed and no radio transmitting equipment or other high power electronic equipment shall be permitted unless it is in strict compliance with FCC regulations and with prior written notification to the Architectural Review Committee.

11. TEMPORARY STRUCTURES. No trailer, basement of an uncompleted Building, tent, shack, garage, and no temporary Building or Structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary Buildings or Structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling, and such Buildings and Structures shall be removed upon the completion of construction.

12. ARCHITECTURAL CONTROLS.

A. All Buildings, Dwellings, fences, walls or other structures constructed or erected in This Subdivision shall be approved prior to construction, in writing, by the Architectural Review Committee, as to placement, landscaping and design. In all cases, all architectural design and construction methods must be approved by the Architectural Review Committee prior to commencement of construction in an effort to assure relatively high standards in This Subdivision. Whether or not provision therefor is specifically stated in any conveyance of any Lot, the owner or occupant of each and every Lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no Dwelling, Building, wall, fence or other Structure shall be placed upon such Lot unless and until the plans and specifications therefor and plot plan have been approved, in writing, by the Architectural Review Committee.

B. Each such Dwelling, Building, wall, fence or Structure shall be placed on the Lot only in accordance with the plans and specifications and plot plans so approved. All plans shall show a culvert with flared end sections to be placed in the front or side drainage swale at the point any drive crosses said swale, and said culvert shall be of a size approved by the Architectural Review Committee.

C. The Architectural Review Committee may require a certificate from an engineer licensed in the State of Illinois certifying that said culvert is of an adequate size to prevent impairment to drainage. No culvert shall be placed closer than eight (8) feet from the edge of the rock driving surface of the road.

D. Refusal of approval of plans and specifications by the Architectural Review Committee shall seem sufficient. No exposed cement block construction shall be allowed and any such cement construction shall be completely covered on the exterior surface with stucco, brick veneer or siding material acceptable to the Architectural Review Committee. No building, grading or clearing shall be

commenced until a rock driveway at least sixty (60) feet long has been constructed and thereafter maintained to prevent mud from being brought onto the roads. No alteration in the exterior or appearance of the Dwellings, Buildings or Structures, including landscaping and color scheme, shall be made without like approval.

An owner of a Homesite shall submit the following documents to the Chairman of the Architectural Review Committee, or his designee, requesting approval thereof.

A. Three sets of drawings of the proposed structure showing at a minimum floor plans, elevations of all views of the structure, exterior finishes, roofing type, landscaping, driveway location, culvert type and size, exact location of the structure and exterior color scheme on the Lot and fence or wall details; and

B. Three sets of the proposed grading and landscape plan for the Lot;

C. Three sets of architectural specifications for the above; and

D. A copy of the individual septic disposal permit from the Lake County Health Department and the approved septic system layout.

E. The address for mailing the determination of the Architectural Review Committee.

All submittals shall contain sufficient detail to procure a building permit thereon, and such additional detail as may be required by the Architectural Review Committee. The Architectural Review Committee shall meet within thirty (30) days of the date the plans shall have been submitted for approval to review plans and specifications and other materials submitted by applicant, and render its written approval or rejection thereof. The deposit of such approval or rejection in the U.S. mail to the designated address, postage prepaid, shall be sufficient notice of such determination. The Architectural Review Committee reserves the right to hire and consult at applicant's expense an engineer and/or architect to review any and all submissions prior to approval or rejection.

13. COMMUNITY GROUNDS AND PATHS. Any community grounds within this Subdivision may be used by all residents of Willows of Wadsworth and their guests for recreational purposes. There are reserved for the use of all Homesite owners within Willows of Wadsworth all paths and road easements as shown on the plat of This Subdivision which are filed in the Public Records of Lake County, Illinois. No portion of the Community grounds may be encroached upon or built upon by any Lot Owner.

14. UTILITY EASEMENTS, DRAINAGE EASEMENTS AND FIELD TILE. A strip of land ten (10) feet wide, running adjacent and parallel to each Side, Front and Rear Property Line of each parcel is subject to an easement, if and when such

easement is first approved in writing by the Village of Wadsworth, and as shown on the recorded plat, for the installation and maintenance of utilities, and for the construction and maintenance of drainage facilities by the Subdivider, its successors or assigns or by the municipality or any utility company franchised to do business in the area of said subdivision or additions thereto. For these purposes, the "front line" of each estate shall be the edge of the road right-of-way shown on the plat of the subdivision, the easements being on the ten (10) feet lying outside the road right-of-way. Road easements and "entrance structure" easements shown on the plat of the subdivision shall also be available to the Subdivider or to franchised utility companies serving said subdivision for the construction, servicing and maintenance of utilities. Electrical service from primary distribution lines on the Front, Side, or Rear of each Lot shall be at the expense of each owner and shall be underground from said primary line to any structure on any Lot and shall use ground-mounted transformers only. Subdivider reserves the exclusive right, without joinder of owners of lands within said subdivision to grant easements to the municipality or any owners shall join in any such grants if requested to by Subdivider. It shall be the obligation of each owner of a Lot in This Subdivision to procure the necessary permits from the Village of Wadsworth to repair or reroute any existing field tiles encountered during construction on is Lot, and to complete such repairs and rerouting promptly and in conformity with applicable permits.

15. GRASSING AND FENCING. The owners of Lots in This Subdivision shall be responsible for the maintenance of parkways located between their Lot Lines and edges of street pavements located between their Lot Lines and edges of street pavements which abut said Lots as well as adjoining cul-de-sac landscape islands. After construction of a Dwelling is completed on a Lot, the owner of such Lot shall grade the land between the edge of the driving pavement and the undisturbed ground on his property, maintain the ditchline, if any, along the edge of said driving pavement, and shall seed, fertilize and cause grass to grow from said edge into his Lot, cover all disturbed soil left bare by construction of roads, and thereafter keep said grass mowed to a height not exceeding four (4) inches. In the event an owner shall clear a portion of his Homesite, he shall plant grass on the cleared area. Said owner shall maintain and keep his Homesite in good appearance by cutting all weeds and underbrush and by cutting and maintaining all lawns to a height of not more than four (4) inches. Unless required for construction and/or septic and well purposes, Owner shall be required to maintain existing trees on said Lot. This Amended and Restated Declaration grants the Board of Directors a right of entry.

At any time, and from time to time, the Association may, at their option, enter the Homesite and plant grass or clear the weeds and underbrush and thereafter maintain the Homesite in good appearance. No such entry shall be deemed a trespass. If the Association chooses to exercise this option, any planting, underbrush clearing or grass cutting by the Association shall cause a lien to arise and be created in favor of the Association against any such Homesite for the full amount expended or otherwise chargeable therefor, including all costs and attorneys' fees and such other remedies as provided by Illinois law. The full amount chargeable to such Homesite shall be due and payable within thirty (30) days after the owner has been billed therefor, and the lien shall

be enforceable in the same manner as liens created pursuant to Clause VI, Paragraph 4 hereof.

The Association may modify the specifications for fencing from time to time, and all Owners shall conform fencing thereafter erected to the new specifications. No fence shall be constructed unless approved, prior to erection, by the Declarant or the Architectural Review Committee.

16. DEED RESTRICTED OPEN SPACE AREAS. These areas as designated on the final plat shall be maintained in their natural undisturbed condition and no man-made structures of any kind shall be constructed thereon, nor shall any grading be permitted on any deed restricted open space except according to the regulations of the Wadsworth ordinances that apply to these areas. All natural vegetation shall be preserved and maintained, and shall not be mowed, cultivated, sprayed, or in any way disturbed without following the required procedures of the Village of Wadsworth. Noxious plant material may be removed, subject to a landscape plan approved by the Plan Commission. (Refer to Village of Wadsworth Ordinance No. 86-213, Article Three, Section E.)

CLAUSE V

ARCHITECTURAL REVIEW COMMITTEE

1. CREATION. The Board of Directors shall appoint three (3) individuals to serve a one (1) year term. Members can succeed themselves. The board shall appoint a successor within thirty (30) days of any vacancy. The Committee shall be a minimum of three (3) Members, however, the Board reserves the right to expand the committee at any time.

2. PROCEDURE. All plans, specifications, and other material, for the improvement of any Lot shall be filed with the Architectural Review Committee, as provided in Clause IV, Paragraph 12 hereof. The Architectural Review Committee's approval or disapproval on matters required by this Amended and Restated Declaration shall be by majority vote of the Committee. A represent in writing setting forth the decisions of the Committee and the reason thereof shall thereafter be transmitted to the applicant by the Architectural Review Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders or contractors and make suggestions from preliminary sketches. Exhibit B more specifically outlines the Minimum Architectural Guidelines of the Architectural Review Committee, but nothing therein alters or impairs the broader authority of the Architectural Review Committee expressed in these Covenants.

CLAUSE VI

WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION

1. CREATION AND PURPOSES. The Association shall be an Illinois not-for-profit corporation to be known as the Willows of Wadsworth Community Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in Willows of Wadsworth now or hereafter for the common use of all residents and owners of property therein including the Stormwater Detention Facilities and Improvements, and to insure the provision of services and facility of common benefit, and in general to maintain and promote the desired character of This Subdivision and other property in Willows of Wadsworth heretofore or hereafter subjected to the Covenants or other covenants comparable to those contained in this Clause VI.

2. MEMBERSHIP AND VOTING. Every record owner of a fee simple interest in this Subdivision and other property in Willows of Wadsworth heretofore or hereafter subjected to the Covenants contained in this Clause VI, shall become and be a member of the Association, and each such member shall be entitled to one vote for each Lot owned by him or it on each matter submitted to a vote of members, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Anything herein to the contrary notwithstanding, each full platted Lot on a plat of subdivision shall be deemed a separate Lot, entitling the owner thereof to one vote for each such full Lot owned.

3. POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have the following powers and duties with respect to This Subdivision and other property in Willows of Wadsworth heretofore or hereafter subjected to Covenants comparable to those contained in this Clause VI:

A. To manage, control and maintain the entry treatments, lakes, streams and Community Grounds and facilities, if any.

B. To the extent such services are not provided by any governmental body:

(i) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the parkways which are in the streets and in the parks set aside for the general use of residents.

(ii) To provide for the plowing and removal of snow from public streets.

(iii) To provide for the cleaning of street, gutters, catch basins, and for the repair and maintenance of storm sewers and drainage facilities.

C. To mow, care for, and maintain vacant and unimproved property and to remove rubbish for same, and to do any other things necessary or desirable in the judgment of the Directors of the Association to keep any vacant and unimproved Property and parkways in front of any property neat in appearance and in good order.

D. To provide for the maintenance of the Open Space and for the care and maintenance of facilities in any public street or park, or on any land set aside for the general use of the property residents, to include public lighting.

E. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes: (i) on such real estate as may be owned by it; and (ii) which may be assessed against the community grounds whether or not owned by the Association.

F. To make such improvements to the community grounds and parkways within streets and provide such other acts and services as may be authorized from time to time by the affirmative vote of two-thirds of the Members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the area over which it has jurisdiction a highly desirable and exclusive residential community.

G. To create and manage financial reserves to provide for the foregoing duties.

H. To appoint members of the Architectural Review Committee when and as permitted in Clause V hereof within thirty (30) days of adoption.

I. By a two-thirds (2/3) majority of the Board, to seek relief from real estate taxes on behalf of the Community Association and all Lots.

J. To allow for the erection of flags on the Lots, subject to the following:

(i) An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

(ii) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

(iii) In the interests of the health, safety, and welfare of the Association, the Board may adopt Rules and Regulations governing the display of American and Military Flags, to include the following:

(a) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

(b) A flag or mount may not be installed by the unit owner on a portion of the Community grounds. A flag or mount may be installed on that portion of the property that is under the exclusive use and control of an Owner.

K. Satellite Dishes.

(i) Any Owner interested in installing a satellite dish one (1) meter or less in diameter must notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

(ii) Satellite dishes may only be installed on portions of property within the Owner's exclusive use or control. The Board may designate the preferred location within the Rules and Regulations.

(iii) To protect the health, safety and welfare of the residents, it is recommended that all satellite dishes be professionally installed. If a professional installer is utilized, the Owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

(iv) In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

(v) Once installed, the Owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

(vi) The Owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.

(vii) The Owner shall indemnify and hold harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. The Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the Owner must execute a hold harmless agreement, which is available from management.

(viii) Upon transference of the ownership or occupancy of the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations governing satellite dishes and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.

4. METHOD OF PROVIDING GENERAL FUNDS.

A. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Directors or other responsible officers of the Association shall determine for each year the total amount required for such year. If such amount, or any portion there, is approved by a majority of the Board, then the Association may levy an annual assessment for property in the area over which it has jurisdiction within thirty (30) days of adoption. Each owner of a Lot shall be assessed an equal amount for each Lot

owned. The budget shall be divided by the number of platted Lots of record which are improved with Dwellings or Building, and the resultant figure assessed to each Lot as the annual assessment.

B. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of twelve (12%) percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment there, in the principal amount owing plus interrogatory and collection costs. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. The Association may record a Notice of Lien in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein all costs and attorneys' fees which fee is hereby declared to be a part of the collection costs. No lien for assessments shall be enforceable against a bona fide purchaser for value and without notice of the unpaid assessment, unless a notice thereof has been recorded with the Recorder of Deeds before such purchaser acquires an interest in the assessed property.

C. The liens herein provided shall be subject and subordinate to the lien of any valid marriage or deed of trust now existing.

D. The Board may also utilize any and all remedies provided by Illinois law including a suit against the Owner(s), an action to foreclose the lien, and/or an Action in Forcible Entry and Detainer.

5. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR. The Association shall not expend more money within any one (1) year than the total amount of the assessment for that particular year, plus any reserves which it may have on hand.

6. SPECIAL RULES – STORMWATER DETENTION FACILITIES.

A. It shall be the responsibility of the Association to maintain and care for the Stormwater Detention facilities and Improvements and park and Open Space areas within its jurisdiction. Each Homesite owner shall bear his or her proportion of responsibility and cost for the continued maintenance, operation and preservation of the Stormwater Detention Facilities and Improvements, both on the surface and underground, and the presentation of the hydraulic characteristics there. Each Homesite owner's deed shall state the owner's liability for maintenance of the improvements.

B. The duly designated officials and employees of the Village of Wadsworth are hereby granted an easement to enter upon, on and over areas of on-site detention improvements and park land and Open Space for the purpose of inspecting such areas and to determine whether the improvements and systems therein and thereon have been and are being properly maintained in conformity with this Amended and Restated Declaration and the applicable ordinance and regulations. If it is determined that the facility are not in conformity with the applicable restrictions, ordinances and regulations, the Village of Wadsworth may give the Association written notice of such determination.

C. Further, the Village of Wadsworth shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association, although notice shall not be required in the event that the Village of Wadsworth determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the Village of Wadsworth shall have the right but not the obligation to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the on-site detention improvements and the park land and Open Space. If the Village of Wadsworth chooses to perform such service, it will be entitled to complete reimbursement by the Association. The easement described in this section is an easement appurtenant, running with the land.

7. PROCEDURE FOR AMENDMENTS. This Clause VI may be amended at any time by written consent of two-thirds of the total number of votes available to members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such member and recorded in the Office of the Recorder of Deeds of Lake County, Illinois except that no amendment may be made which affects any provision inuring to the benefit of the Village of Wadsworth without its prior written approval.

CLAUSE VII

GENERAL PROVISIONS

1. Each of the Covenants set forth in this Amended and Restated Declaration shall continue and be binding as set forth in Paragraphs 2 of this Clause VII for an initial period of thirty (30) years from the date of recording of this Amended and Restated Declaration with the Recorder or Deeds of Lake County, Illinois and thereafter for successive periods of twenty-five (25) years each; provided however, that the easements and provisions relating to the creation, maintenance and care of the Open Space and its Stormwater Detention Facilities and Improvements and compliance with applicable ordinances and regulations relating to the same, are and shall be perpetual, and may only be modified with the prior written approval of the Village of Wadsworth.

2. The Covenants herein set forth shall run with the land and bind Declaring, its successor, grantees and assigns, and all parties claiming by, through, or under them. The Association, any Homesite owner and the Village of Wadsworth shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring and ordinary legal action for damages.

Wherever there shall have been built on any Lot in This Subdivision any Dwelling or Structure which is and remain in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after receipt by the owner of such Lot of written notice of such violation from the Board, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expenses of the owner, and such entry and abatement of removal shall not be deemed a trespass. In no event shall the failure of the Board to enforce any of the Covenants herein set forth as to any violation be deemed to be a waiver of the right to do so as to any violation nor shall such failure entitle any owner to claim, sue for or receive any damages or other payment from the Board.

3. Except with respect to Clause VI, and except as to any matters which may affect the Open Space of the Stormwater Detention Facilities and Improvements (which requires the prior written approval of the Village of Wadsworth), the record owners in fee simple of the Lots in This Subdivision may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions continued in this Amended and Restated Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

A. Any such change or changes may be made effective if the record owners in fee simple of at least two-thirds of the Homesites in This Subdivision and all other portions of Willows of Wadsworth subjected to the Covenants consent thereto.

B. Any such consent shall be effective only if express in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

C. In the event of a conflict between the terms and conditions contained herein and those of the Wadsworth ordinances, the more stringent provision shall prevail.

4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all existing mortgages and deeds of trust in the nature of a mortgage encumbering any of the real property in Willows of Wadsworth, and none of

said Covenants, liens or other provisions shall supersede or in any way reduce the security of affect the validity of any such mortgage of deed of trust in the nature of a mortgage. However, if any such proper is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage of under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Amended and Restated Declaration.

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

[end of text]

Approved this 20 day of September 2011

Karen Alexander

Cynthia Brigrone

Diane Huber

Vicki Welton

_____

_____

being no less than 2/3rd of the
Board of Directors of the Willows of
Wadsworth Condominium Association

EXHIBIT "A"
WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION

LEGAL DESCRIPTION, PIN NUMBERS

Parcel 1:

That part of the South East quarter of the North East quarter of Section 21, Township 46 North, Range 11, East of the Third Principal Meridian, lying Westerly of the Westerly right of way line of U.S. Route 41, all in Lake County, Illinois.

Parcel 2:

That part of the North East quarter of the South East quarter of Section 21, Township 46 North, Range 11, East of the Third Principal Meridian, Lying Westerly of the Westerly right of way line of U.S. Route 41, all in Lake County, Illinois.

Parcel 3:

The North West quarter of the South East quarter (except the South three-fourths of the West half thereof) of Section 21, Township 46 North, Range 11, East of the Third Principal Meridian, all in Lake County, Illinois.

Parcel 4:

The South East quarter of the South East quarter (except the South 660.00 feet of the East 462.0 feet thereof) in Section 21, Township 46 North, Range 11, East of the Third Principal Meridian, all in Lake County, Illinois.

Parcel 5:

That part of the North Westerly quarter of the South West quarter of Section 22, Township 46 North, Range 11, East of the Third Principal Meridian, lying Southwesterly of the Southwesterly right of way line of U.S. Route 41, all in Lake County, Illinois.

Lot	Pin	Commonly known as (for informational purposes only)
1	03-21-404-026	40096 Goldenrod Lane Wadsworth, IL 60083
2	03-21-404-025	40102 Goldenrod Lane Wadsworth, IL 60083
3	03-21-404-024	40114 Goldenrod Lane Wadsworth, IL 60083
4	03-21-404-023	40146 Goldenrod Lane Wadsworth, IL 60083
5	03-21-404-022	40194 Goldenrod Lane Wadsworth, IL 60083
6	03-21-404-021	40204 Goldenrod Lane Wadsworth, IL 60083
7	03-21-404-020	16161 Sedge Court Wadsworth, IL 60083
8	03-21-404-019	16220 Sedge Court Wadsworth, IL 60083
9	03-21-404-018	16186 Sedge Court Wadsworth, IL 60083
10	03-21-404-017	16148 Sedge Court Wadsworth, IL 60083
11	03-21-404-016	40306 Goldenrod Lane Wadsworth, IL 60083
12	03-21-404-015	40334 Goldenrod Lane Wadsworth, IL 60083

Lot	Pin	Commonly known as (for informational purposes only)
13	03-21-404-014	16175 Fox Glove Lane Wadsworth, IL 60083
14	03-21-404-009	40387 Reed Court Wadsworth, IL 60083
15	03-21-404-010	40381 Reed Court Wadsworth, IL 60083
16	03-21-404-011	40345 Reed Court Wadsworth, IL 60083
17	03-21-404-012	40323 Reed Court Wadsworth, IL 60083
18	03-21-404-013	40316 Reed Court Wadsworth, IL 60083
19	03-21-404-008	40322 Reed Court Wadsworth, IL 60083
20	03-21-404-007	40338 Reed Court Wadsworth, IL 60083
21	03-21-404-006	40362 Reed Court Wadsworth, IL 60083
22	03-21-404-005	40388 Reed Court Wadsworth, IL 60083
23	03-21-404-004	16229 Fox Glove Lane Wadsworth, IL 60083
24	03-21-404-003	16263 Fox Glove Lane Wadsworth, IL 60083
25	03-21-404-002	16331 Fox Glove Lane Wadsworth, IL 60083
26	03-21-404-001	16359 Fox Glove Lane Wadsworth, IL 60083
27	03-21-401-001	16462 Fox Glove Lane Wadsworth, IL 60083
28	03-21-401-002	16398 Fox Glove Lane Wadsworth, IL 60083
29	03-21-402-001	16302 Fox Glove Lane Wadsworth, IL 60083
30	03-21-402-002	16228 Fox Glove Lane Wadsworth, IL 60083
31	03-21-402-005	16202 Fox Glove Lane Wadsworth, IL 60083
32	03-21-402-004	40466 Goldenrod Lane Wadsworth, IL 60083
33	03-21-402-003	40488 Goldenrod Lane Wadsworth, IL 60083
34	03-21-203-004	40554 Goldenrod Lane Wadsworth, IL 60083
35	03-21-203-003	40606 Goldenrod Lane Wadsworth, IL 60083
36	03-21-203-002	40676 Goldenrod Lane Wadsworth, IL 60083
37	03-21-203-001	40681 Goldenrod Lane Wadsworth, IL 60083
38	03-21-203-005	40555 Goldenrod Lane Wadsworth, IL 60083
39	03-21-403-001	40491 Goldenrod Lane Wadsworth, IL 60083
40	03-21-403-002	40453 Goldenrod Lane Wadsworth, IL 60083
41	03-21-403-003	40411 Goldenrod Lane Wadsworth, IL 60083
42	03-21-403-004	40329 Goldenrod Lane Wadsworth, IL 60083
43	03-21-403-005	40273 Goldenrod Lane Wadsworth, IL 60083
44	03-21-403-006	40219 Goldenrod Lane Wadsworth, IL 60083
45	03-21-403-007	40197 Goldenrod Lane Wadsworth, IL 60083
46	03-21-403-008	40169 Goldenrod Lane Wadsworth, IL 60083
47	03-21-403-009	40135 Goldenrod Lane Wadsworth, IL 60083
48	03-21-405-005	40101 Trillium Court Wadsworth, IL 60083
49	03-21-405-003	40125 Goldenrod Lane Wadsworth, IL 60083
50	03-21-403-027	40074 Goldenrod Lane Wadsworth, IL 60083
51	03-21-405-001	40071 Goldenrod Lane Wadsworth, IL 60083
52	03-21-405-002	40023 Goldenrod Lane Wadsworth, IL 60083
53	03-21-405-004	40044 Trillium Court Wadsworth, IL 60083
54	03-21-405-006	40059 Trillium Court Wadsworth, IL 60083

EXHIBIT "B"

WILLOWS OF WADSWORTH

ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL GUIDELINES

WILLOWS OF WADSWORTH – Design Philosophy:

Willows of Wadsworth consists of approximately 102 acres located in Wadsworth, Illinois. This prime land is composed of meadows, wooded areas, and gently rolling hills with spectacular views.

The development is being built to create rural Homesites. The project will provide an opportunity to ownership within a controlled environment which is sensitive to natural terrain and unique resources. Design concepts have been developed calling for maintaining consistency with the contiguous areas in quality, aesthetics, and prestige. Extensive research into buyers' preferences have resulted in plans which include the installation of facility not currently available in most of the surrounding area.

Fundamental to the design criteria is the desire for homes to harmonize with the native terrain and natural beauty of the area. Roadways conform to the natural contour of the topography. Accordingly, individual Homesites are to remain in their existing form and topographic conditions as much as possible.

With a view towards protecting and maintaining the integrity and appearance of this community, the following architectural guidelines have been established to indicate the philosophy of the Architectural Review Committee and to convey the requirements which must be met before development activities can commence on individual Homesites.

Architectural Review Committee:

It is the intention of the Architectural Review Committee to encourage a style of design that is in character with the Willows of Wadsworth Design Philosophy to ensure the interfacing of residential structures in a compatible style within the community.

The Architectural Review Committee does not seek to restrict individual creativeness or preferences, but rather to maintain a compatible flavor of the community and the natural amenities for its residents. Extensive individual consideration will be given to the aesthetic and physical relationships of building to site and building to building.

The Architectural Review Committee is composed of 3 voting members. Additionally, a professional architect, who is a non-voting member, may serve on the Committee.

The Architectural Review Committee will use the Architectural Guidelines for the purpose of reviewing proposed projects but may individually consider the merits of any project due to special conditions that are felt to provide benefits to the adjacent area, the specific site, or to the community as a whole.

Prior to the commencement of any construction activity of any type on any residential lot, an APPLICATION FOR APPROVAL of such work must be submitted by the property owner to the Architectural Review Committee. Included with the application shall be such co-defendant and other information as may be requested by the Committee. Approval by the Architectural Review Committee must be received prior to the start of grading or construction. It is recommended that all plans be submitted on a preliminary basis to the Committee for review prior to formal application.

Siting:

The Architectural Review Committee will consider each Homesite independently, and will give extensive consideration to each individual development plan's impact upon adjacent Homesites and view corridors. Care must be taken to site each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and Homesites, solar exposure, and natural amenities of the area.

Design consideration must be given to the following:

1. Physical terrain of the site.
2. Sun orientation and exposure
3. Wind orientation and exposure
4. Rain and snow
5. Views from project site
6. Views to the project site from adjacent lots
7. Natural amenities:
   - existing landscaping
   - existing water and drainage channels
8. Proximity of adjacent structures
9. Driveway access
10. Height of structures.

Weather and Climatic Conditions:

Willows of Wadsworth is located in a climate subject to variation. Because of the changes in seasons, weather factors should be carefully considered.

Sun:

Sun control should be given careful design consideration since the sun shines frequently during the course of the year. With the number of sun-filled days that are realized, energy conservation, both active and passive, is encouraged. Use of overhangs is well worth considering in design efforts for sun control in summer and heating in winter.

Wind:

The wind may be gusty in the meadow areas, but softens to an enjoyable breeze in areas which are more protected and dense with vegetation.

Consideration should be given to utilizing the breezes for passive cooling by providing proper cross ventilation designs whenever possible.

Rain and Snow:

Ran and snow at Willows of Wadsworth is typical of the Lake County, Illinois region. Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drain facilities.

Grading and Excavation:

The design and developments concepts of Willows of Wadsworth call for maintenance of the environment in as much of the original conditions as possible.

The Architectural Review Committee is particularly conscious of site utilization and potential, and is aware that "less is more" when examining grading concepts. The Architectural Review Committee is aware that wherever possible structures should be designed to the lots and lots not designed to accommodate structures.

It is important to remember that the beauty of Willows of Wadsworth is in the land and its natural features, and that the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with this philosophy as part of a preliminary design submittal, a trading plan will be required. A grading permit must be obtained from the Architectural Review Committee before earth is moved or removed from a specific Homesite. Absolutely no grading whatsoever shall be permitted without first obtaining this permit.

All grading reviews shall be subject to the jurisdiction of the Architectural Review Committee and shall be considered individually for each lot. Recommendations or demands will be based upon individual lot locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Architectural Review Committee feels impacts upon the site grading design.

Exterior Materials and Colors:

As previously stated in the Willows of Wadsworth Design Philosophy statement, the intended style of the architecture of the community is to make dwelling compatible. Perhaps the most critical design criteria is the exterior building design of the structure.

The Architectural Review Committee is not interested in dictating design forms as long as the style and character is maintained. Nevertheless, the committee shall be extremely concerned with and critical towards the colors and materials specified to cover the architectural forms.

Roof:

Roof color, textures and forms are important, especially when visible from surrounding lots and streets. The shapes and slopes can be critical in determining the compatibility of the design within the established character of the project.

Landscape: (softscape: all plant material and vegetation)

Native shrubs and trees are present at Willows of Wadsworth, and are considered to be essential to the continued beauty of the community. It is important that these shrubs and trees remain intact on the site.

Owners will be encouraged by the Architectural Review Committee to landscape their lots with plant materials indigenous to the existing area, and to leave untouched as much as possible the existing vegetation and natural amenities of the terrain.

The use of earth berming along with natural landscape screening and barriers will be encouraged.

Removal of any tree with a truck diameter over 8 inches must be approved by the Architectural Review Committee.

All graded slopes are to be planted with vegetation that is acceptable to the Architectural Review Committee to prevent erosion.

Landscape: (hardscape: walkways, driveways)

Hardscape should complement the landscape and natural contours of the site. Colors should be kept in earthen tones and are encouraged to blend with the natural vegetation.

The textures of hardscape are important in the relationship of paving to building and landscape. Careful consideration should be given to quality, quantity, design and interfacing with surrounding landscaping and adjacent structures.

Planters and retaining walls should consist of, but no be limited to, the same materials as described for exterior building walls, and they should be designed with considerations of compatibility to the landscaping and building structures.

Signing:

Residential identification signing shall be limited to a total maximum surface area of 144 square inches, excepting the entry signage. Wood carved signs will be encouraged by the Architectural Review Committee and must follow the same color restrictions as those for building exteriors. Simplicity in the design of signage is preferred.

Signs may not be located more than 3'-0" above grade and must be securely affixed to posts, structure, or some solid element.

Lighting:

Exterior sign, pool, and landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low-voltage, or direct task type fixtures, and should be as close to grade as possible. Tennis court lighting shall be permitted on private residential Homesites in excess of 2 acres only where courts are lower than, or naturally shielded from, adjacent Homesites.

Tennis Courts:

Tennis courts should be located so that they will not infringe upon view corridors. Courts should be naturally screened from adjacent Homesites whenever possible and wind screens should be kept to moderate heights.

A plot plan showing the tennis court location shall be provided for the Architectural Review Committee showing any and all proposed grading.

Pools, Therapy Pools, Spas:

The location of swimming pools, therapy pools and spas (including hot tubs) should consider:

1. Indoor/outdoor relationships
2. Set blacks

3. Wind
4. Sun
5. Terrain (grading and excavation)

No above ground pools will be permitted.

Auxiliary Structures:

Auxiliary structures are defined as, but not limited to, the following:

1. Trellis or roofed shade structures
2. Greenhouses and lattice houses

Development criteria and requirements for approval by the Architectural Review Committee for auxiliary structures shall be consistent with the design concepts of these Architectural Review Committee Guidelines.

Remodeling and Additions:

Remodeling and additions to existing improvements including landscaping are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, wind, sun, landscape, grading and excavation, roofs, height limit, setbacks, lighting, etc., will be of significant concern to the Architectural Review Committee. Plans must be submitted for review by the Architectural Review Committee.

EXHIBIT "C"

BYLAWS FOR
WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION
an Illinois not-for-profit Corporation

ARTICLE I
NAME OF CORPORATION

1.01 **NAME**: The name of this corporation is WILLOWS OF WADSWORTH COMMUNITY ASSOCIATION.

ARTICLE II
PURPOSE AND POWERS

2.01 **PURPOSES**: The purposes of this Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis.

2.02 **POWERS**: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois General Not-For-Profit Corporation Act ("Act"), the Declaration of Covenants and Restrictions ("Declaration") and these By-Laws.

2.03 **PERSONAL APPLICATION**: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Lot of the act of occupancy of a Lot will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

2.04 **INCORPORATION OF PROVISIONS OF THE ACT**: These By-Laws shall be deemed to incorporate and include any provisions which are specifically required by the Act from time to time to be included in the By-Laws.

ARTICLE III
OFFICES

3.01 **REGISTERED OFFICE**: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 **PRINCIPAL OFFICE**: The Association's principal office shall be maintained on the Parcel or at the office of the managing agent engaged by the Association.

ARTICLE IV
MEETING OF MEMBERS

4.01 **VOTING RIGHTS**: The Association shall have one class of membership. There shall be one individual with respect to each Lot who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Lot is one individual then such individual shall be the Voting Member. If the Record ownership of a Lot shall be in more than one individual or if the Owners is a trustee, corporation, partnership or other legal entity, and if in the case of multiple individual owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Lot as the Voting Member of such Lot. Any or all Owners may be present at any marriage of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting member of his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Lot which he represents. No Voting Member may present more than three (3) proxies at any time.

4.02 **PLACE OF MEETING; QUORUM**: Meetings of the Owners shall be held on the Property or at such other place in the County or in the Village in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Member present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale,

lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the purchase or sale of land or of Lots on behalf of the Owners.

4.03 **ANNUAL MEETINGS**: There shall be an annual meeting of the Owners on the first Wednesday of October of each year at 7:00 p.m. or at such other time and/or date designated by the Board.

4.04 **SPECIAL MEETINGS**: Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the Present, a majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

4.05 **NOTICE OF MEMBERSHIP MEETINGS**: Written notice of any membership meeting shall be mailed or personally delivered, giving owners not less than ten (10) nor more than thirty (30) days notice of the time, place, purpose and items to be voted on by the membership at the meeting.

ARTICLE V
BOARD OF DIRECTORS

5.01 **IN GENERAL**: The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which shall consist of five (5) persons ("Directors"). Each Director shall hold office until the expiration of his/her term, or resignation, or removal or until his successor shall have been elected and qualified. Directors must be member of the Association. The Board shall have all of the powers granted to it under the Act, the Declaration, and these By-Laws.

5.02 **ELECTION**: At each election for members of the Board, each Voting Member for each Lot which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Lot from a contract seller other than the Declarant shall have the right to vote for Directors unless such contract seller expressly retains such right in writing. At the first annual meeting, a full Board of Directors shall be elected and the three (3) candidates receiving the highest number of votes will be elected to a two (2) year term and the two (2) candidate received the next highest number of votes will be elected to a one (1) year term. At each subsequent annual meeting Directors shall be elected to replace those Directors whose terms expire and each such Director shall serve a two (2) year term. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office. The Board may adopt Rules and

Regulations permitting voting by mail or electronically and in such event no proxies shall be permitted.

5.03 **ANNUAL MEETINGS**: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the owners at such place as shall be fixed by the Directors at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate.

5.04 **REGULAR MEETINGS**: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors; provided, that, not less than four (4) such meetings shall be held during each fiscal year.

5.05 **SPECIAL MEETINGS**: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.06 **NOTICE OF BOARD MEETINGS**: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of an meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or person entitled to such notice before the meeting is convened.

5.07 **OPEN MEETINGS**: Each meeting of the Board, to the extent required by law, shall be open to any Owner. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.08 **QUORUM**: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.09 **COMPENSATION/REIMBURSEMENT FOR EXPENSES**: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts of other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.10 **REMOVAL OR RESIGNATION OF A DIRECTOR**: Any Director may be removed from office, with or without cause, by action of a two-thirds (2/3) majority of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an

opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. Any Director may be removed by agreement between the remaining four Directors if they miss three (3) consecutive meetings without good cause shown. If a Director ceases to be an owner of a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a two-thirds (2/3) majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.11 **POWERS AND DUTIES OF THE BOARD**: The Board shall have all of the power and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) Subject to the Declaration, to engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Areas for which the Association is responsible under the Declaration and these By-Laws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(f) To pay the Common Expenses;

(g) To adopt rules and regulations as provided in the Declaration;

(h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

(i) To own, convey, encumber, lease, or otherwise deal with other real property conveyed to or purchased by the Association; and

(j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

ARTICLE VI
OFFICERS

6.01 **OFFICERS**: The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, a Director at Large and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Vice President, Secretary and Treasurer shall be Directors. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Homeowners' meetings, who need not be either a Director or owner.

6.02 **VACANCY OF OFFICE**: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 **POWERS OF OFFICERS**: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) In the event the President is unable or unwilling to serve or in the absence of the President at any meeting, the Vice Present shall serve in that capacity. Further, the Vice President shall execute all other duties of the President in his/her absence.

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Association and have charge of such other books, papers and documents as the Board may prescribe, an shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration of these By-Laws;

(d) The Treasurer shall be responsible for Association funds and securities, unless Association has contracted for professional property management, and for keeping full and accurate accounts of all receipt and disbursements in the Association books of accounts kept for such purpose. The

Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 **OFFICERS' COMPENSATION**: The officers shall receive no compensation for their service except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01 **BOARD COMMITTEES**: The Board, by resolution adopted by a majority of the Directors in office, may designate the Director at large to appoint one or more committees, each of which shall consist of two or more members, which committees, to the extent consistent with law and as provided in said resolution, shall have an exercise the authority of the Board in the management of the Association, but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 **NOMINATING COMMITTEE**:

(a) The Director at Large shall appoint a nominating committee.

(b) The nominating committee shall personally interview each candidate in order to determine the qualifications and inclination as to why he/she wants to serve as Director of the Willows of Wadsworth Community Association and that the results of the selection shall be presented to the Willows of Wadsworth Community Association Board of Directors for their recommendation and then placed on the agenda for the annual meeting.

7.03 **SPECIAL COMMITTEES**: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.04 **TERM**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.05 **CHAIRMAN**: One member of each committee shall be appointed chairman by the Director at Large.

7.06 **VACANCIES**: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.07 **QUORUM**: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.08 **RULES**: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 **EXECUTION OF INSTRUMENTS**: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration of these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

8.02 **PAYMENTS**: All checks, drafts, vouchers, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer and counter-signed by the President of the Association.

8.03 **BANK ACCOUNTS**: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such bank, trust companies or other depositories as the Board shall elect.

8.04 **SPECIAL RECEIPTS**: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 **FISCAL YEAR**: The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

9.02 **ANNUAL STATEMENT**: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repair or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 **ASSESSMENT PROCEDURE**: Annual assessments and special assessments shall be made and collected as provided in Article Four of the Original Declaration, and the provisions of Article Four are incorporated herein by reference.

ARTICLE X
BOOKS AND RECORDS

10.01 **BOARD RECORDS:** The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Owner in a Common Interest Community subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other Community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than seven (7) years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Owners, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by Members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to Lots owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

10.02 Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

10.03 A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

10.04 If the Board fails to provide records properly requested under Paragraph (1) of this subsection (i) within the time period provided in that Paragraph (1), the Owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Owner prevails and the court finds that such failure is due to the acts or omissions of the Board of Managers or the Board of Directors.

10.05 The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the common areas or more than one unit, on behalf of the Owners as their interests may appear.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and words "Corporate Seal, Illinois".

ARTICLE XI
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these By-Laws shall become effective until recorded with the Office of the Lake County Recorder or Deeds.