

ORDINANCE NO. 1914-19

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE COVENANTS FOR THE VILLAS AT THE COMMONS HOMEOWNERS' ASSOCIATION – K. HOVNANIAN T & C HOMES AT ILLINOIS LLC – THE VILLAS AT THE COMMONS SUBDIVISION

WHEREAS, on or about February 26, 2018, K. Hovnanian T & C Homes at Illinois LLC, as applicants and/or owners of the property, filed an application for a special use permit for a planned unit development, subdivision plan and plat approval, and relief from the Zoning Ordinance, Subdivision Control Ordinance and Building Regulations Ordinance regarding the property legally described on **Exhibit "A"** attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper notice as required by law, and the Planning, Building and Zoning Commission has forwarded their recommendations, including a certification of substantial conformance with the approved preliminary plan and plat, to the Mayor and Board of Trustees, a copy of said recommendations and certification of substantial conformance with the approved preliminary plan and plat being attached hereto as **Exhibit "B"** and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, that the Mayor and Village Clerk be, and the same are, are hereby authorized to accept a declaration of covenants for The Villas at the Commons Homeowners' Association, in substantially the same form attached hereto as **Exhibit "C"**, and by the reference, made a part hereof, as follows:

SECTION ONE: The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section One.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this ordinance.

SECTION THREE: That this ordinance shall be effective and binding on the Subject Realty upon the closing of the acquisition of the Subject Realty by K. Hovnanian or its nominee which shall be an affiliate or related entity, and K. Hovnanian shall provide notice of said acquisition. In the event that the Village does not receive such notice within 90 days of the approval date of this ordinance, this ordinance and all related approvals will be null and void.

The foregoing Ordinance was passed by a roll call vote as follows:

AYES: Kosik, Riess, Corrigan, DiMaggio, David

NAYS: 0

ABSTENTIONS: 0

ABSENT: Kaiser

APPROVED: Joseph Mancino
Joseph Mancino, Mayor

ATTEST: Donna Lobaito
Donna Lobaito, Village Clerk

PASSED: February 25, 2019

APPROVED: February 26, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

**THE VILLAS AT THE COMMONS
HAWTHORN WOODS, ILLINOIS
METES AND BOUNDS LEGAL DESCRIPTION**

PARCEL 1: THE SOUTH 803.18 FEET OF THE WEST 768.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 190.0 FEET OF THE WEST 229.3 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 768.62 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 803.18 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 711.89 FEET TO THE CENTERLINE OF MIDLOTHIAN ROAD (FORMERLY ILLINOIS ROUTE 63); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 906.85 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 283.11 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AREA

22.346 AC

(more or less)

PINs: 14-09-200-034 and 14-09-200-030

EXHIBIT "B"

SUBSTANTIAL CONFORMITY CERTIFICATION



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

**THE VILLAS AT THE COMMONS SUBDIVISION – PLANNED UNIT
DEVELOPMENT PLAN AND PLAT & OTHER RELATED PLANS – SUBSTANTIAL
CONFORMITY CERTIFICATION**

**Public Meeting Date:
February 12, 2019**

The Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted Public Hearings regarding the preliminary development plans and plat for The Villas at the Commons Subdivision on or about May 8, 2018, during which said matter was duly considered, all as required by the statutes of the State of Illinois and the ordinances of the Village.

On May 29, 2018, the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, approved the preliminary development plans and plat for The Villas at the Commons Subdivision, as codified in Ordinance Number 1852-18.

On February 12, 2019, the Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted a Public Meeting regarding the final development plans for The Villas at the Commons Subdivision and found the Final Plan and Plat and other related final plans in substantial conformity with the preliminary development plans and plat, subject to the following conditions:

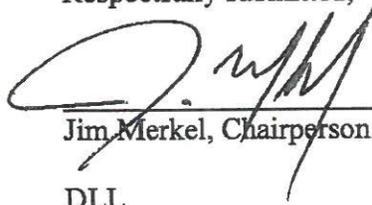
1. Planned Unit Development recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Engineering Plans by the Village Engineer.
 - C. Approval of the Final Landscape Plans by the Village Board.

2. Final Plat of Subdivision recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Engineering Plans by the Village Engineer.
 - C. Approval of any off-site roadway improvement plans and access permits by the Illinois Department of Transportation.
 - D. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated December 21, 2018, and as subsequently revised.
 - E. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - F. Plan review comments provided by Jennifer Paulus, Hawthorn Woods' Chief of Police, dated December 13, 2018, and as subsequently revised.
 - G. Plan review comments provided by Brian Sullivan, Hawthorn Woods' Director of Parks and Recreation, dated December 27, 2018, and as subsequently revised.
 - H. Plan review comments provided by Donna Lobaito, Hawthorn Woods' Chief Administrative Officer, dated January 4, 2019, and as subsequently revised.

- I. Plan review comments provided by Rolf C. Campbell & Associates, dated December 20, 2018, and as subsequently revised.
 - J. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated December 27, 2018, and as subsequently revised.
 - K. Plan review comments provided by Aqua Illinois, dated January 14, 2019, and as subsequently revised.
 - L. Approval of public water from Aqua Illinois.
 - M. Review and approval of response-to-comments provided by the Applicant, copies of which are attached as **Attachment "A"**.
 - N. Approval of the departures attached hereto as **Attachment "B"**.
3. Final Engineering Plans recommended for approval subject to:
- A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated December 21, 2018, and as subsequently revised.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - D. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated December 27, 2018, and as subsequently revised.
 - E. Will-serve letter for water provided by Aqua Illinois.
 - F. Approval of the Final Engineering Plans by the Village Engineer.
 - G. Approval of the Public Service Uses by all federal, state, and local regulatory agencies.
 - H. Approval of public water from Aqua Illinois.
4. Final Landscape Plans recommended for approval subject to:
- A. Approval of the Final Engineering Plans by the Village Engineer.
 - B. Approval of the Final Landscape Plans by the Village Board.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - D. Plan review comments provided by Donna Lobaito, Village's Chief Administrative Officer, dated January 4, 2019, and as subsequently revised.
 - E. Plan review comments provided by Rolf C. Campbell & Associates, dated December 20, 2018, and as subsequently revised.
5. Final Concept Plan recommended for approval.
6. Wetland Delineation Report prepared by Hey and Associates, Inc., October 25, 2018, and as subsequently revised.
7. Key Lot Exhibit prepared by BSB Design, dated February 20, 2018, bearing the latest revision date of November 21, 2018, and as subsequently revised. K. Hovnanian has agreed Lot 9 will be a side and rear elevation key lot.
8. Temporary Sign Exhibit prepared by K. Hovnanian Homes, consisting of four (4) sheets, date stamped January 15, 2019, and as subsequently revised.
9. Address and Mailbox Exhibit, by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and bearing the latest revision date of October 1, 2018, and as subsequently revised.

10. Construction Office & Equipment Staging Plan, prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and as subsequently revised.
11. Sales Office Plan prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and as subsequently revised.
12. Traffic Enforcement Agreement Map prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and bearing the latest revision date of November 26, 2018, and as subsequently revised.
13. Anti-Monotony Standards bearing no date, and as subsequently revised.
14. Playground and open space/park accessory equipment prepared by Playcraft Systems consisting of seven (7) sheets, dated July 20, 2018 and as subsequently revised.
15. Aerating Fountain plan, date stamped November 28, 2018, and as subsequently revised.
16. Proposed Plans & Elevations prepared by K. Hovnanian Companies, dated October 3, 2018, and consisting of 42 sheets, and as subsequently revised.
17. Side Entry Door Exhibit prepared by BSB Design, dated February 20, 2018, and bearing the latest revision date of November 21, 2018, and as subsequently revised.
18. Departures from the Village Code recommended for approval, attached as **Attachment B**, and being in substantial conformity with the departures approved by the Village Board.
19. Certification that the Final PUD Plan and Plat of Subdivision are in substantial conformity with the previously approved Preliminary PUD Plan and Plat.
20. Such other relief or approvals as the Village Attorney and/or the Village Board may determine reasonably necessary.

Respectfully submitted,



Jim Merkel, Chairperson

DLL



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

TO: Donna Lobaito, RMC; Chief Administrative Officer
FROM: Erika M. Frable, P.E.; Director of Public Works/Village Engineer
SUBJECT: The Villas at the Commons
DATE: December 26, 2018

An office review was conducted of the Final Plat, revised November 20, 2018, prepared by R.E. Allen and Associates, Ltd., the Final Engineering, dated November 26, 2018, prepared by Pearson, Brown & Associates, Inc., and the Final Landscape Plan, revised November 21, 2018, prepared by Krogstad Land Design Limited, for the Villas at the Commons. The review was conducted to determine compliance with Village Codes and standards and good engineering practices.

FINAL PLAT

1. The proposed right-of-way width for all roads, except Executive Drive is 60 feet. The Village Code requires a minimum of 66 foot right-of-way. Executive Drive right-of-way is only 50 feet. However, it corresponds to the existing right-of-way width for the Hawthorn Woods Business Park. It is our understanding that the developer will request a departure for the width of the right-of-way. ***Response noted.***
2. A "20' Pathway Easement" is noted on the final plat. However, there isn't provisions included for the "20' Pathway Easement". Include easement provisions that include the Village maintaining the bike path. ***Comment has not been addressed.***3. Completed: See sheet 2 of 2. Provisions provided and added to plat.
3. Remove the "5' Pathway Easement" on Sheet 1. This path will be maintained by the HOA. ***Comment has been addressed.***
4. Provide a chart that notes each outlot and the entity responsible for maintaining that outlot. ***The chart has been provided as requested. However, Outlot G is not noted on the chart. Please add Outlot G to the chart.*** Completed: See sheet 2 of 2.
5. Remove the "Blanket Utility Easement" from all outlots and the provisions noted on Sheet 2. ***Comment has been addressed.***

6. Replace the provisions for “Stormwater Management Easement” with the provisions attached. *The provisions have been added. Please modify “Stormwater Detention Easement” in the provisions or “Stormwater Management Easement” on the plat so that they read the same.* Completed: See sheet 2 of 2
7. Replace the “Storm Sewer” Provisions with the “Drainage Easement (D.E.) Provisions attached. *Comment has been addressed.*
8. Modify the “Sanitary Sewer Easements” provisions as follows:
 - a. Eliminate any reference to Lake County Public Works (three locations). The sanitary sewer will be owned, operated and maintained by the Village only. *Comment has been addressed.*
 - b. Add the reference to Outlot G to the second paragraph. *Comment has been addressed.*
9. Replace the “Public Utility and Drainage Easement” provisions with the provisions attached. Note that where possible, the Village will not allow the Public Utility easement to be shared as a Drainage Easement. Modify the plat so that it reads P.U.D.E. in areas where both are needed and only P.U. where no storm sewer is present or D.E. where P.U. are not needed. *Comment has not been addressed. Replace the “Public Utility and Drainage Easements” provisions with the attached provisions.* Completed: See sheet 1 and 2, Provisions provided and added to the plat.
10. “Buffer Averaging Area” provisions are provided on Sheet 2. However, there is no Buffer Averaging Area noted on the final plat. *Comment has been addressed.*
11. Easements are needed for the storm sewers or any other utilities that are not within the right-of-way. This includes outlots. Outlot D and E can be designated entirely as Stormwater Management Easements, with the Village having the right but not the obligation to maintain. However, there are some locations, such as the storm sewer located on Outlot A and C that must be noted with drainage easements, also giving the Village the right but not the obligation. *Comment has been addressed.*
12. Storm sewer services or sanitary sewer services within the right-of-way or Outlots must be the responsibility of the homeowner that uses it. This must be included in easement language and declarations. *Comment has been addressed.*
13. Change “Watermain” Easements to “Municipal” Easements on Sheet 2. *Comment has been addressed.*
14. Provide IDOT Certification if required. *Comment has been addressed.*

FINAL ENGINEERING

1. Nelson Lane should continue north between Lot 40 and 41 to the parcel north of this property for future connection of neighborhoods, per the Village Code. Right of way width is provided, but the street isn’t proposed to be constructed. *Response noted.*
2. The proposed right-of-way width for all roads, except Executive Drive is 60 feet. The Village Code requires a minimum of 66 foot right-of-way. Executive Drive right-of-way is only 50 feet. However, it corresponds to the existing right-of-way

- width for the Hawthorn Woods Business Park. It is our understanding that the developer will request a departure for the width of right-of-way. *Response noted.*
3. All asphalt paths must be a minimum of 8 feet in width. *Comment has not been addressed. This has been a continuing comment during preliminary engineering review that still has not been addressed. Preliminary plan approval was approved subject to all review comments provided by Erika Frable, dated April 17, 2018 being addressed. Comment 9 of this review memo indicated that all paths must be a minimum of 8 feet in width. Pursuant to a meeting with Village staff on 1/11/2019, the 5 foot wide paths on the HOA property are acceptable subject to revising the design specification for the 10 foot wide path to consist of 3" of asphalt surface over an 8" gravel base.*
 4. Sidewalk is not proposed within the interior of the right-of-way for Potter Court. *Response noted.*
 5. Sidewalk is not proposed on Executive Drive providing access to the Business Park. *Response noted.*
 6. The word "Temporary" is misspelled in a note for the east detention basin on Sheet 6. *Comment has been addressed.*
 7. Storm sewer at rear of Lots 25 to 27 isn't completely within easement. Check all locations to confirm. *Comment has been addressed.*
 8. Watermain must be a minimum of 4 feet from edge of sidewalk or street. *Comment has been addressed.*
 9. Note why the sanitary sewer from MH 8 to MH 10 is a pressure pipe. *Response noted.*
 10. Note the size of the casing pipe under Midlothian Road for sanitary sewer. *Comment has not been addressed. To be determined in the field by the underground contractor.*
 11. Storm sewer must not be located under the street unless necessary. *Comment has been addressed.*
 12. The names of some streets are cut off on Sheet 9. *Comment has been addressed.*
 13. The casing pipe detail is for Village sanitary sewer, not Aqua watermain on Sheet 14. Remove note referencing Aqua from this detail. *Comment has been addressed. However, the detail notes that the watermain in the casing pipe will be ductile iron pipe. Confirm whether that is correct. AQUA'S casing detail is correct, revised Village's casing detail to PVC.*
 14. Remove steps from Sanitary Manhole Detail depicted on Sheet 16. *Comment has been addressed. However, a sanitary drop manhole detail has been added with steps in the manhole. Remove the steps from the drop manhole. Revised as requested.*
 15. Watermain must be minimum of 4 feet from edge of road or sidewalk. It is depicted 2 feet from edge of sidewalk in 60' ROW on-site pavement detail on sheet 17. *Comment has been addressed.*
 16. A dimension should be added to for the watermain depicted on the 50' ROW – Executive Drive On-Site Pavement Detail depicted on Sheet 17. *Comment has been addressed.*

The following comments are additional from the last review memo.

17. Provide a clean out along the 400 feet of inch ADS pipe that is proposed from the west detention basin at the north property line of the development. Per the request of KHov's Landscape Architect, we removed the underdrains within the basins, due to the proposed plantings.
18. Aqua's comment letter dated November 15, 2018 requires modification to the location of the watermain that is located within the Village's ROW. The modifications need to be made to the plans, including review and approval by Village staff prior to the plans being recommended for approval to the Village Board. Understood

FINAL LANDSCAPE PLAN

1. The monument sign is proposed within a drainage easement. It must be moved to a location outside of easements and not in Village right-of-way. Monument has been moved
2. Most trees proposed along the street are located on individual lots and not within the Village's right-of-way. Noted

OPINION OF PROBABLE COST

1. Provide quantity and cost for the following: Trees, shrubs, benches, overlook, trash receptacles, monument sign and playground equipment. This will be provided with the revised plans.

The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions as well as providing a design that complies with Village ordinances and standards.

A list of revisions made other than those indicated above should be included on subsequent submittals. Indicate a brief description of the revision and the sheet number the revision occurs on. Any revision made to the plans not identified in this manner, will not be accepted.

Additionally, subsequent transmittals should also acknowledge any revision made as a result of comments from other review authorities. A copy of those comments should be included with the revised submittal.

December 21, 2018

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

Attention: Donna Lobaito, Chief Administrative Officer

Subject: The Villas at the Commons
Fourth Review
TEF West - K. Hovnanian Homes
(CBBEL Project No. 020065H237)

Dear Donna:

Per your letter dated December 6, 2018 we have reviewed the following documents:

- Comment Response Letter prepared by K. Hovnanian Homes, dated November 27, 2018.
- Stormwater and Floodplain Management Design Report prepared by Pearson, Brown & Associates, Inc. dated August 11, 2018, revised September 24, 2018.
- Final Landscape Plan prepared by Krogstad Land Design Limited dated August 7, 2018, revised November 21, 2018.
- Final Plat of the Villas at the Commons prepared by R.E. Allen and Associates, Ltd., dated November 20, 2018.
- Final Engineering Plans for the Villas at the Commons prepared by Pearson, Brown & Associates, Inc., dated August 13, 2018, revised November 26, 2018.
- Wetland Delineation Report by Hey and Associates, Inc. dated October 25, 2018.
- Signed Lake County Watershed Development Permit Application.

The following comments are provided for your consideration.

SITE/CIVIL ENGINEERING

1. The minimum right-of-way width for minor streets is sixty-six feet. It is our understanding that the proposed width of sixty feet will be included on the Departure List. Agreed
2. The Village's Minimum Standards for Pavement Design establishes a minimum horizontal curve radius for minor streets of one hundred (100') feet. The radii for the curves on Commons Circle and Potter Court are less than this minimum and a departure is required. This is included on the departure list
3. Three proposed street lighting poles are in conflict with underground utilities. Revise the plans and photometrics to address the following locations:
 - a) Southwest corner of Potter Court and Commons Circle in conflict with proposed twelve-inch storm sewer. Consider revising its location south of sanitary manhole no. 15 to better illuminate both intersections.

Per phone conversation with CBBEL on 1/11/19, it was agreed upon to move the street light south on the same side of the street.
 - b) West end of Potter Court in conflict with proposed water main. Consider revising location just to the south of sanitary manhole no. 16.

Per phone conversation with CBBEL on 1/11/19, current street light location is okay, (we moved the watermain 2' +/-).
 - c) East side of Nelson Lane in conflict with proposed storm sewer and sanitary sewer. Consider revising location to the west side of Nelson Lane adjacent to Lot 60.

Per phone conversation with CBBEL on 1/11/19, it was agreed upon to move the street light to lots 59/60.

Per phone conversation with CBBEL on 1/11/19, CBBEL stated the current Photometrics Plan does not need to be revised due to the minor changes.
4. The street light detail on Sheet No. 17 identifies the use of Type T3, T4 and T5 optics. The photometric plan only shows one optical assembly. Revise detail accordingly. This meets Dark Sky "Friendly" and is not fully Dark Sky Compliant.

Revised as requested
5. The cover sheet lists plan sheets for the Midlothian Road improvements however these sheets were not included in the plan set submitted for review.

This should be submitted to the Village. Plan sheets included. Plan sheets to be reviewed and approved by IDOT.

FINAL PLAT OF SUBDIVISION

All comments have been addressed.

STORMWATER and FLOODPLAIN

The Villas at the Commons development project (Project) is considered a Major Development and requires a Watershed Development Permit (WDP) to be issued by the Village of Hawthorn Woods. Based on our knowledge of the Lake County Watershed Development Ordinance (WDO), we offer the following comments:

1. As previously noted, the Project will require a new NPDES ILR10 construction permit from the Illinois Environmental Protection Agency (IEPA). The review time for this permit is 30 days. The Village should be copied on the permit submittal and provided a copy of the permit when received. Agreed
2. As noted in our previous letter, the Project will require permits from the applicable roadway jurisdictions. The IDOT setback from the roadway for the detention basins will need to be met. Understood
3. The following comment pertain to the stormwater calculations:
 - a. Given the history of flooding in the vicinity, the storm sewer tributary map should include the areas within the business park that are tributary to the proposed on-site storm sewer system. Added areas to the tributary area map, please note the areas where included in the original storm sewer calculations.
 - b. While we do not agree with the infiltration included in the RVR analysis, the wetland basins will meet the RVR requirement for the site. No comment / understood
4. The following comments pertain to the final engineering plans:
 - a. The level spreader on the west pond should be located where it will not impact the adjacent property to the south.
Revised as requested
 - b. The purpose of the underdrains in the detention basins is not clear. They may reduce the hydrology required to maintain wetland plantings in the basins. This should be clarified.
Per the request of KHov's Landscape Architect, we removed the underdrains within the basins, due to the proposed plantings.

- c. On the final landscape plan, hatching is provided for different types of seeding, but there is no legend to indicate which type of seeding is associated with the various types of hatching. Seeding information – including rates, species, dates, etc.-- should be included on the Erosion Control Plan. Native vegetation for stormwater management practices and facilities should be called out specifically.
A legend will be added to the Final Landscape Plan.

Per CBBEL's email dated 1/11/19, we added the information on sheet L4 of the landscape plans to the Erosion Control Plan.

WETLAND REVIEW

All comments have been addressed.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Verify the quantity of the following items:

1. 4' STORM MANHOLE, COMPLETE (note: manholes nos. 29A and 29B are not listed in the schedule on Sheet 8)
Revised as requested
2. 5' SIDEWALK (note: approximate length of sidewalk is 5,500 lineal feet).
Revised as requested

GENERAL COMMENTS UNDERSTOOD

1. IEPA construction permits are required for the water and sanitary sewer facilities.
2. IDOT permits are required for the entrance and utility connections on Midlothian Road.
3. The developer should furnish a letter from Aqua Illinois stating that Aqua has capacity and intends to provide water service to the subject property.
4. Provide review comments from Aqua Illinois and all other federal, state, county or local agencies that require their approval of the plans.

If you have any questions or comments, please feel free to contact us.

Sincerely,

Robert T. Jungwirth, PE, CFM
Senior Civil Engineer

cc: Erika Frable – Village of Hawthorn Woods (via email only)
Pam Newton – Village of Hawthorn Woods (via email only)
Lee Fell - CBBEL (via email only)
Darren Olson - CBBEL (via email only)

Memorandum

To: Jim Truesdell

From: Karl Krogstad, PLA, LEED AP, Certified Arborist
President, Krogstad Land Design Limited

Date: January 9, 2019

Subject: Villas at the Commons, Hawthorn Woods, IL

The following are the responses to the Landscape related comments found in various documents regarding the most recent review for the Villas at the Commons Landscape Design. Each document has been addressed separately (below). For the sake of brevity not all of the original comments have been repeated:

Memorandum regarding Review of Documentation for Playground at the Villas at the Commons, dated December 27, 2018, from Brian J. Sullivan, Director of Parks and Recreation:

- **Comment:** As there is no mention of the surface material in this documentation, the developer should provide us with this information prior to approval and installation. **Response:** the surface shall be pre-engineered safety mulch in compliance with CSPC's Handbook on Playground Safety. This shall be indicated on the next submittal
- **Comment:** On the Astro Rider, the color should be Green. **Response:** The color shall be specified as Green on the next submittal.
- **Comment:** On the playground equipment, the support columns should not be red. They should be tan/beige. **Response:** These colors shall be specified as requested on the next submittal.

All other comments in this memorandum are affirming that the proposed playground meets with approval.

Memorandum regarding Villas at the Commons, dated December 26, 2018, from Erika M. Frable, P.E., Director of Public Works/Village Engineer:

Final Landscape Plan

1. **Comment:** The monument sign is proposed within a drainage easement. It must be moved outside of easements and not in the Village right-of-way. **Response:** The monument shall be located outside of easements on the next submittal.
2. **Comment:** Most trees proposed along the street are located on individual lots and not in the right-of-way. **Response:** Noted

Opinion of Probable Cost

1. **Comment:** Provide quantity and cost for the following: Trees, shrubs, benches, overlook, trash receptacles, monument sign and playground equipment. **Response:** The quantity and cost for the items listed shall be provided as part of the next submittal.

Review Letter regarding Villas at the Commons Fourth Review, dated December 21, 2018, from Robert J. Jungwirth, CFM Senior Civil Engineer, CBBEL:

Stormwater and Floodplain

- 4.c. **Response:** Hatching for the different types of proposed seeding shall be identified in a legend on the next submittal. Seeding information, including rates, species etc., has been provided to the project civil engineer to be included on the Erosion Control Plan.

Weekly Action Plan email regarding Villas at the Commons, dated January 7, 2019, from Pamela O. Newton, MSOL, C.M., Chief Operating Officer, ICMA-Credentialed Manager:

1. **Response:** The Playground detail shall be added to the landscape plan on the next submittal.
2. **Response:** Two overstory shade trees shall be added in the gathering area along the Midlothian Road trail.
3. **Response:** There are currently 2 benches proposed at the playground. An overstory shade tree shall be added behind the benches.
4. **Response:** Border timbers for the playground shall be a non-wood material. The playground colors shall be tan and green. These items shall be specified on the next submittal.

In addition, a comment was made that the monument sign should include the words “of Hawthorn Woods” so that the sign text should read “The Villas at the Common of Hawthorn Woods”.

Review Letter regarding Villas at the Commons –K. Hovnanian Homes- Final Landscape Plan - 2nd Review, dated December 20, 2018, from Rolf C. Campbell & Associates.

All previous comments have been addressed, and there are no outstanding comments



FIRE DEPARTMENT
Fire Prevention Bureau

1075 N. Old McHenry Road
lake Zurich, Illinois 60047
Fire.bureau@lakezurich.org
(847) 540-5073
lakezurich.org

At the Heart of Community

December 27, 2018

Ms. Donna Lobaito
Chief Administrative Officer
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

**RE: PR18-247 -THE VILLAS AT THE COMMONS
REVISED FINAL PLANS**

Dear Donna:

Thank you for the submittal. After reviewing the drawings, I have the following comments:

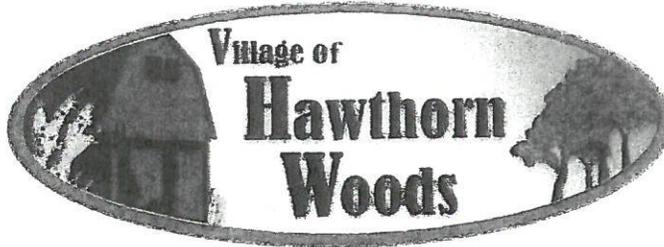
1. We have stated in previous reviews that the entrance and exit lanes onto Common Circle appear to be too narrow. If we hit a curb upon entry, this will damage our vehicles and possibly your trucks. This was to be answered by Michael prior to his leaving. Can you please have the developer look at these entry and exit routes?

Attached AUTO-TURNS dated December 7, 2019.

If you have any questions, please contact our office.

jl).cc rely,

Robert Kleinheinz
Fire Prevention Specialist
Lake Zurich Fire Department



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500 FAX 847-438-1459

TO: Jim Truesdell, Land Acquisition Advisor
K. Hovnanian Homes

FROM: Donna Lobaito
Chief Administrative Officer

SUBJECT: The Villas at the Commons (TEF West) – Final Plans – 2nd Review

DATE: January 4, 2019

An office review was conducted of the revised Final Plans received on November 28, 2018. The review was conducted to determine compliance with Village Codes, Preliminary PUD ordinance, and standards and good planning practices.

GENERAL COMMENTS

1. Please provide a monotony plan. See attached monotony plan utilized at Pulte's Hawthorn Hills subdivision. Pulte's monotony plan is acceptable.
2. Please clarify whether there is to be a gazebo. No. While early on there was some discussion of a gazebo as one possibility, it was not part of the approved preliminary landscape plan.
3. Condition 12.H of Ordinance 1852.-18, Preliminary Planned Unit Development approval calls for one aerator in each detention pond. Please clarify how many aerators will be present. The final engineering design only has permanent water in a portion of one basin at Midlothian Road where an aerator is provided. The second basin along Fairfield Rd. is a wetland bottom basin and does not hold permanent water, therefore no aerator is provided.

FINAL LANDSCAPE PLAN

1. Section 9-12-7.E.1 of the Village Code requires neighborhood identification signs to contain the subdivision name and identification of the Village. Please modify the monument sign to read: The Villas at the Commons of Hawthorn Woods.
Agreed

SALES OFFICE PLAN

1. Pursuant to 9-11-3.A and 9-11-3.H.2, the parking lot cannot be gravel, and must be paved in accordance with street specifications as outlined in the village

subdivision ordinance. We will pave the parking lot and provide you with a specification detail for your approval. Since this is a temporary lot, there is no need to design it to meet street specifications.

KEY LOT PLAN

1. COO Newton has asked that the following changes be made to the Key Lot Plan:
 - a. Lot 9 – should be Side and Rear Elevation Key Lots.
 - b. Lots 10 – 15 should be Rear Elevation Key Lots.
 - c. Lots 16 – 17 should be Side and Rear Elevation Lots.
 - d. Lots 18 – 22 should be Rear Elevation Key Lots.
 - e. Lots 27 – 28 should be Side and Rear Elevation Lots.

These lots abut commercial property as opposed to areas generally viewable by the public; therefore, they do not need to be key lots. In addition, the areas behind these lots are generally within a landscape buffer outlot and contain both existing and proposed additional vegetation. All comments received regarding key lots were addressed, revised and presented to the Village Board at the time of preliminary approval. We agree, however, that Lot 9 will be identified as a Side and Rear Key Lot.

ARCHITECTURE – GENERAL COMMENTS

1. Clarify the size of trim around all windows. 1” x 6” trim will be provided around all windows.
2. Add belly band to all key lot elevations. Belly Bands will be provided on all two story elevations.
3. Confirm whether windows on the garage doors will standard or an option.
Standard
4. Confirm whether windows on the front doors will be standard or an option.
Standard.
5. Confirm whether each home will have a small patio or deck on the back. Patios are optional. There are some walkout and lookout homes that will require decks pursuant to the grading plans.

ARCHITECTURE – MODEL SPECIFIC COMMENTS

1. Brooke Model (former Ranch Plan A):
 - a. Make optional additional windows on right elevation standard. We don't believe that this is necessary and should be left to the purchaser because it affects the room layout of their furniture. These windows are not generally visible due to their location on the interior side of the home. In lieu of this, we will agree to provide belly bands on all two story elevations.
 - b. Clarify whether the fireplace is an option. Option
2. Tucker Model:
 - a. Add second light fixture on side of garage doors on front elevations. A carriage light on both sides of all garage doors will be provided.
 - b. Add brick water table to right and rear elevations on key lots. A brick water table will be provided on the right elevation if it is the key lot visible side. We agree that a brick water table will be provided on a rear key lot.

- c. Form L: Add third window back into family room. Agreed
- 3. Darcy Model (former Owner's Down Plan A):
 - d. Add brick water table to right and rear elevations on key lots. A brick water table will be provided on the right elevation if it is the key lot visible side. We agree that a brick water table will be provided on a rear key lot.
 - c. Right elevation – non-key lots: Add two rear windows as standard. We don't believe that this is necessary and should be left to the purchaser because it affects the room layout of their furniture. These windows are not generally visible due to their location on the interior side of the home. In lieu of this, we will agree to provide belly bands on all two story elevations.
 - d. Form K: Brick water table added to front elevation – non-key lot. Please clarify if this will be standard. Yes. This is Standard
 - e. Form M: Front oval window now rectangle. Please keep as oval. Oval windows are not in keeping with the architectural style and are no longer a popular feature. In addition, the rectangular window as shown is fully operable and will allow ventilation into the foyer. This is generally preferred by our purchasers.
- 4. York II Model:
 - a. Rear elevation, optional covered patio at great room: Center post does not work well with windows behind. Can this post be eliminated, or replaced with an additional post spreading out on both sides of the window? This center post will be eliminated.
- 5. Henley Model:
 - a. Rear elevation, optional covered patio: Add a second post up against the home. The second post is not structurally necessary so it will not be provided at this location.

DEPARTURES

1. The departures list approved as part of the preliminary plans approval will be updated prior to PB&Z Commission meeting for this project. This review identified the following potential additional departures:
 - a. Signage – Elevation A
 - i. Request is for 120 square foot sign.
 - ii. Village Code allows for 16 square foot sign.
 - iii. **Departure needed – 104 square feet.** Agreed. When we were working with Michael he indicated that we could address this at final approval.
 - b. Monument Sign
 - i. Request is for 39.7 square feet.
 - ii. Village Code allows for 16 square feet.
 - iii. **Departure needed – 23.7 square feet.** While the monument itself is over 16 square feet, the actual sign area is not. It was my understanding that this would not be a departure.
 - c. Underdrain

- i. Clarify New Standard request – Village Code 10-3.10.C.4.g It is our understanding that the engineering department prefers not to have this underdrain.
- d. Construction Fencing
 - i. Request is to utilize 6' chain link construction fence with green screen on the back side.
 - ii. Village Code prohibits fencing – Village Code 8-4-2.
 - iii. **Departure needed – 6' chain link construction fence with green screen on the back side.** We had been requested to provide some screening and a detail. This is a temporary fence; however, it can be eliminated if the Village prefers not to have it.

The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions as well as providing a design that complies with Village ordinances and standards.

A list of revisions made other than those indicated above should be included on subsequent submittals. Indicate a brief description of the revision and the sheet number the revision occurs on. Any revision made to the plans not identified in this manner, will not be accepted.

Additionally, subsequent transmittals should also acknowledge any revision made as a result of comments from other review authorities. A copy of those comments should be included with the revised submittal.

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WINCHESTER ROAD, SUITE 205
LIBERTY VILLE, IL 60048-5355

PHONE 847 / 367-6707
FAX 847 / 367-2567

January 23, 2019

Aqua Illinois
1000 South Schuyler Avenue
Kankakee, Illinois 60901

Attn: Stephen Palinski, Construction Coordinator

Re: The Villas at the Commons Review #2
Hawthorn Woods, Illinois

On behalf of our client, K. Hovnanian Homes, we have enclosed the following documents in support of our point-by-point responses to your review #2 memo dated January 14, 2019:

- **Final Engineering Plans, revised dated January 17, 2019**
- **Final Plat for THE VILLAS AT THE COMMONS, revised January 23, 2019**

Page 5:

- *The water main needs to continue north on Nelson Lane to the north property line of the subdivision where a valve will have to be installed to terminate the improvements.*

There are no plans for any kind of improvements based on village approval, so the water main is not continued north.

- *The water main cannot be installed in the side-slopes on either side of the right-of-way, so it will likely have to be in an easement in either Lot 40 or Lot 41.*

Revised the grading within right-of-way, so that the future developer to the North can construct the future watermain within the right-of-way and added easement on Lot 40.

- *AQUA fully understands that this section of Nelson Lane will not be improved, but the water main should be extended to the property line for future use for the property to the north.*

Revised the grading within right-of-way, so that the future developer to the North can construct the future watermain within the right-of-way.

Page 8:

- *There are no crossing elevations for the hydrant lead for Hydrant 8.*

Added crossing elevations.

- *There are no crossing elevations for the sanitary sewer crossing at the east end of Potter Court.*

Added crossing elevations.

- *Install a valve at either end of the water main running through Potter Court. As designed, we would have to shut off a lot of main if there were a break in the western end of the subdivision.*

Added valve & box #15a.

General:

- *There seems to be some confusion on the restrained joint lengths, particularly at the tee at the north end of Nelson Lane. It looks like the tee branch length was used for the straight through instead of the branch.*

Revised per phone conversation with AQUA on 1/17/19.

- *Please double check all restrained joint lengths. Keep in mind that AQUA requires any joint within twenty feet of any fitting to be restrained.*

Revised per phone conversation with AQUA on 1/17/19.

- *Please disregard the chart on the details page that shows the restrained joint distances. We now use the following website to calculate restrained joint distances: <https://www.dipra.org/ductile-iron-pipe-resources/calculators/thrust-restraint-of-ductile-iron-pipe>. The variables to enter into the calculator are as follows:*

*Laying Conditions: Type 2
Soil Designation: Sand Silt
Depth Cover: 4 ft.
Design Pressure: 250 psi
Safety Factor: 1.5*

Use the Polyethylene Encased length given by the calculator for restrained lengths. Please show the restrained lengths on the plans, either in the plan view, or on the profile.

Understood.

Should you have any questions or concerns, please do not hesitate to contact me.

PEARSON, BROWN & ASSOCIATES, INC.



Donald S. Henne
Associate

Cc: K. Hovnanian Homes
Village of Hawthorn Woods



Hawthorn Woods Police Department

2 Lagoon Drive
Hawthorn Woods, IL 60047-9061

Phone: (847) 438-9050
Fax: (847) 438-5308

MEMORANDUM

DATE: December 13, 2018

TO: Donna Lobaito; Chief Administrative Officer

FROM: Police Chief J. Paulus

SUBJECT: Villas at the Commons – K. Hovnanian – Revised Final Plans

I have had the opportunity to review the latest Traffic Enforcement Agreement Map Plan and Address/Mailbox Exhibit for Villas at the Commons of Hawthorn Woods. All of my concerns have been addressed and I have no further comments.

Pride · Performance · Professionalism

Web Site: www.hwpd.com E-mail: police@hwpd.com



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 (847) 438-5500

MEMORANDUM

Date: December 27, 2018

To: Donna Lobaito, Chief Administrative Officer
Village of Hawthorn Woods

From: Brian J. Sullivan, Director of Parks and Recreation

Re: Review of Documentation for Playground at Villas at the Commons
December 7, 2018

Below is a list of my comments and a couple of items that need to be addressed. They arise from review of the schematic drawings provided for the playground project at Villas at the Commons. In addition, I have spoken with Marty at the Zenon Group who reps the Playcraft line of playground equipment. My comments are as follows:

- Playground does meet all current ASTM and CSPC safety industry standards.
- Playground fall zones appear to be correct and playground elements have been laid out properly.
- Playground Equipment including, transfer station, Astro Rider, playground plastic access ramp all meet current ADA accessibility guidelines.
- Safety use notification signage is included.
- The one item **not mentioned**, except in an editorial comment under General Notes from the Zenon Company on the diagram layouts, is the lack of information on the designated play surface to go with in the plastic border timbers and underneath the equipment. It appears that a mulch type surfacing will be used but is not indicated. This should be at the very least, pre-engineered safety surfacing material (mulch). It should be in compliance with CSPC's Handbook on Playground Safety; Section Four, Surfacing. The vendor supplying the surfacing should provide a certificate of certification indicating compliance with Section Four. (All vendors who provide this type of mulch all know to provide their testing results as requested). ***As there is no mention of the surface material in this documentation, the developer should provide us with this information prior to approval and installation.***
- On the Astro Rider, the ***color should be Green.***
- On the playground equipment, the ***support columns should not be red.*** They should be ***tan/beige.***
- 3400 VFX Aerating Fountain appears to be sufficient.

Thank you for the opportunity to review this submittal. Please feel free to contact me with any questions.

Brian J. Sullivan CPRP, MPA, CPSI
Director of Parks and Recreation
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047
847.847.3531
bsullivan@vhw.org



910 Woodlands Parkway, Vernon Hills, IL 60061
Ph: (847) 735-1000 Fax: (847) 735-1010 www.rolfcampbell.com

**PLANNING CONSULTANTS
MEMORANDUM**

Date: December 20, 2018

To: Donna Lobaito,
Chief Administrative Officer
Village of Hawthorn Woods

From: Rolf C. Campbell & Associates

Re: **Villas at the Commons – K. Hovnanian Homes –
Final Landscape Plan – 2nd Review**

We have reviewed the revised Final Landscape Plan and Tree Preservation Plan prepared by Krogstad Land Design Limited, dated 11-21-18 (7-sheets). We had previously reviewed the Final Landscape Plan and Tree Preservation Plan dated 8-7-18 (7-sheets) prior to their revisions as documented in our 8-30-18 review memo. The proposed residential development is located north of the existing Hawthorn Woods Business Park and between Midlothian Road and Fairfield Road. We have also reviewed the revised supplemental plans relating to the Final Landscape Plan and Tree Preservation Plans including the Final Engineering Plans by Pearson Brown and Associates dated 11-26-18 (21-sheets) and Final Plat of Subdivision by R.E. Allen and Associates, Ltd. dated 11-20-18 (2-sheets), Playcraft Systems Details by Zenon Company received 11-28-18, and Architectural Elevations and Floor Plans prepared by K. Hovnanian Homes dated 10-3-18. Below are the following comments based on the revised Final Landscape Plan and Tree Preservation Plan:

Tree Preservation Plan

No comments, all previous comments were addressed in the first memo for Preliminary Landscape Plan review dated 3-20-18.

Final Landscape Plan

Per previous comments on the memo dated 8-30-18 regarding providing additional landscaping along the northwest basin adjacent to Fairfield Road, it appears that one (1) additional shade tree and 21 large shrubs are proposed on the revised landscape plan. This additional plant material will help with screening in this area and we have no further comments.

All other previous comments in our previous landscape plan reviews dated 3-20-18 and 4-16-18 have been addressed by the Applicant and the Final Landscape Plan has been adjusted to reflect these changes.

If there are any questions or comments, please contact our office at your convenience.

BD/AM 17023RC-22



February 8, 2019

Mr. James Truesdell
K. Hovnanian Homes
1804 N. Naper Blvd., Suite 200
Naperville, IL 60563

SUBJECT: The Villas at The Commons – Plan Approval

Dear Mr. Truesdell:

Thank you for starting the application process for obtaining water service.

Aqua Illinois, Inc. (AQUA) has reviewed the proposed plans for the above-mentioned water main extension. The water main extension plans with a revision date of 1/17/2019 are approved.

The following are procedures that must be adhered to for AQUA to accept a Main Extension for water service to property or development:

1. Applicant shall provide two copies of the Illinois Environmental Protection Agency (IEPA) Construction Permit Application for AQUA signature. Applicant shall submit permit application to IEPA and then provide copy of permit once issued.
2. Applicant shall provide AQUA a fourteen-day written notice of commencement of construction of the facility extension and verbally confirm two days in advance of construction starting.
3. AQUA will observe construction of Facilities, operate valves and observe filling, testing, flushing, and sampling as necessary. AQUA will submit sampling results with Operating Permit Application where applicable.
4. Prior to Facilities being placed into service, Applicant shall submit to AQUA the following: Bill of Sale, Certified Cost, and electronic file of as-built plans in (.PDF) format and AutoCAD Release 2013 (.DWG) format. As-built plans shall show location of main with actual measured dimensions from right-of-way/easement boundaries.

Notes:

- a. Applicant refers to any entity which desires/proposes to design and extend AQUA owned Facilities at the Applicant's expense.
- b. Facilities may include water, sewer, lift stations, and appurtenances depending on jurisdictions.

- c. Any delay of more than two years will require the facility extension process to restart at line one. Changes to project phasing which affect demand capacity or extend the project completion date must be approved by AQUA. Such changes may result in Applicant revising previously approved documents including permits or completely restarting process.
- d. AQUA desires that the Applicant have a successful project and will provide support. Following this procedure will allow a smooth transition throughout design, construction and close out of the project. If each step is not done exactly, it may result in AQUA rejecting the Facilities.
- e. Only AQUA employees are permitted to operate AQUA owned Facilities.
- f. There is a subsequent service application process involving sizing service/meter, possible capacity fees, and establishing billing information that must be followed for each service before connection/activation.

If you should have any questions, please feel free to contact me at email address or phone number below.

Respectfully,



Stephen J. Palinski
Construction Coordinator III
SJPalinski@AquaAmerica.com
815-614-2047

Cc: Mr. Don Henne – Pearson, Brown & Associates, Inc.

The Villas at the Commons (TEF West)

LOTS 1 – 73				
Category	New Standard	Code Standard	Departure	Code Section
• R-2 One-Family Residence District				
Minimum Lot Area	5,040 sq. ft.	20,000 sq. ft.	14,960 sq. ft.	9-5B-4.A.1.a 9-15-7B.1
Minimum Lot Width	42 feet	100 feet	58 feet	9-5B-4.A.1.a 9-15-7B.4c
Minimum Front Yard	20'-0"/25' to garage face	30 feet 50 feet (cul-de-sac)	10'-0" 30'-0"	9-5B-4.B.1
Minimum Rear Yard	25'-0"	40 feet	15 feet	9-5B-4.B.3
Minimum Interior Side Yard	6'-0"	15 feet	9 feet	9-5B-4.B.2
Minimum Corner Side Yard	20'/15'-0" to covered porch	30 feet	15'-0"	9-5B-4.B.2
Maximum Impervious Surface Ratio (including decks, patios, driveway, sidewalks, etc.)	55%	25% per Code	30%	9-5B-4.C
Decks, Patios, Porches, & Steps	15' maximum encroachment into the rear yard setback (10' from lot line), but cannot extend into the interior side yard setback.	Code - Decks & Patios: not less than 20 feet from rear lot line Porches: can't extend more than 5 feet Steps: 4 feet high or less	15'-0" into setback Entry steps/stoop may extend up to 18" into side yard.	9-3-2.E.11 & 9-3-2.E.18 & 9-3-2.E.21
Permanent Recreational Firepit	Not Permitted	Must be 20 feet from structure	n/a	4.7.4.A.4.E

Subdivision Sign				
Category	New Standard	Code	Departure	Code Section
Neighborhood Identification Sign (Monument Outlot A)	NA	1 at 16 sq. ft.	NA	9-12-7.E
Temporary Construction Sign	One sign on Fairfield and one sign on Midlothian	Not to exceed two (2) signs per zoning lot		9-12-6.B.1
	TBD at Final Approval	16 sq. ft. per sign face	TBD	9-12-6.D.1
Landscaping Requirements				
Open Space Landscaping	1 tree or tree equivalent for every 1,000 sq. ft. of required open space	1 tree or tree equivalent for every 1,000 sq. ft. of required open space	n/a	9-17-6.D.2
Parkway Trees	Trees in right-of-way	In front yard per Code	Trees in right-of-way	10-3-10.F.2
Canopy/Shade Trees	3.0" caliper	3.0" caliper per Code	n/a	9-17-6.D.2

General				
Category	New Standard	Code	Departure	Code Section
Connectivity	Connection made to Executive Drive & northern property between Lots 40 & 41	Provide for the continuation or projection of existing principal streets in adjacent areas.	none	10-3-2.A.1
Water retention	Naturalized detention basin with 6" from bottom to outlet	Water retention or detention facility	Naturalized detention basin with 6" from bottom to outlet	10-3-9.B
Release rate	Release rate per approved Hawthorn Trails Storm Water Management Report modified as necessary to address land use changes	Release rate 0.05 cfs/acre	Release rate per approved Hawthorn Trails Storm Water Management Report modified as necessary to address land use changes	10-3-9.B.5.a
Minor Streets R.O.W. width	60 feet/ 50 feet for Executive Drive	66 feet	6 feet/16 feet for Executive Drive	10-3-10.C.1.a
Minor street minimum horizontal curve radius	90 feet	100 feet	10 feet	10-3-10.C.1.a
Curbs	M3.12 curb and gutter throughout (depressed at sidewalks only)	Depressed curbs at driveways	M3.12 curb and gutter throughout (depressed at sidewalks only)	10-3-10.C.4
Pavement	10" aggregate base course CA-6 3 1/2" HMA binder course 1 1/2" HMA surface course	Flexible pavement base course 5" BAM Flexible pavement binder course 2" Flexible pavement surface course 2"	10" aggregate base course CA-6 3 1/2" HMA binder course 1 1/2" HMA surface course	10-3-10.C.7
Underdrains	?	Underdrain parallel with curb	?	10-3-10.C
Berms	Berms per plan	Berm required along major & arterial streets	Berms per plan	10-3-10.H
Street lighting	Locations and photometrics per plan	Street lighting 0.2 foot candles and 2 lux	Locations and photometrics per plan	10-3-11

EXHIBIT "C"

**DECLARATION FOR THE VILLAS AT THE COMMONS HOMEOWNERS'
ASSOCIATION**

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
FOR THE VILLAS AT THE COMMONS**

Prepared by:
Russell Whitaker
Rosanova & Whitaker, Ltd.
127 Aurora Ave.
Naperville, IL 60540

Return to:
Russell Whitaker
Rosanova & Whitaker, Ltd.
127 Aurora Ave.
Naperville, IL 60540

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
FOR VILLAS AT THE COMMONS**

This Declaration of Covenants, Conditions, Restrictions (“Declarations”) for The Villas at The Commons Homeowners Association (the “Association”) is made this _____ day of _____ 2019, by K.Hovnanian at the Villas at the Commons LLC, an Illinois limited liability company as Declarant (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of approximately 22 acres of land generally located on in the Village of Hawthorn Woods which is legally described on Exhibit A (the “Property”).

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 reasonable benefit of the Owners (as hereinafter defined) and public welfare, and more specifically for the purpose of enhancing and protecting the value of the Property and insuring maintenance of the Common Area (as hereinafter defined) in conformity with all applicable ordinances, and for collecting and disbursing the assessments and charges hereinafter provided for, and for such other purposes as hereinafter described.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration containing the following covenants, conditions, restrictions, easements, charges and liens which constitute the general plan for the benefit of and enforcement by all present and future owners of any of the Lots within the Property, so as to protect the value and desirability of the Property 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

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 “Association” shall mean and refer to The Villas at the Commons Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.2 “Bike Path” shall mean the 10 foot wide asphalt trail adjacent to Midlothian Road and located in the Pathway Easement. The Bike Path shall be owned and maintained by the Village.
- 1.3 “Board” shall mean and refer to the Board of Directors of the Association.

- 1.4 "Common Area" shall mean all real property owned, or to be owned, and maintained by the Association for the common use and passive enjoyment of the Owners. The Common Area shall include Outlot A thru G, inclusive.
- 1.5 "Community Mailboxes" shall mean common mail box structures which shall be installed on one pole servicing multiple Lots, located on Lot corners, as directed by the United States Postal Service.
- 1.6 "Declarant" shall mean and refer to K.Hovnanian at the Villas at the Commons, L.L.C, its successors and assigns, and any person or entity to whom the rights reserved to Declarant hereunder are assigned in accordance with the provisions hereof.
- 1.7 "Declaration" shall mean this instrument as is initially recorded by Declarant which shall contain the covenants, restrictions, rules and bylaws to regulate and manage the affairs of the Association.
- 1.8 "HOA Park" shall mean the real property and appurtenances associated with Outlot F.
- 1.9 "Entrance Monuments" shall mean the entrance monument signage Improvement and associated landscaping materials located on Outlot A of the Common Area as shown on the Subdivision Plat.
- 1.10 "Landscape Plan" shall mean the Final Landscape Plan for the Property as approved by the Village.
- 1.11 "Lot" shall mean each individual parcel of property designated for single family detached dwelling unit purposes and depicted as Lots 1-73 on the Subdivision Plat.
- 1.12 "Improvement" or "Improvements" shall mean and include any and all buildings, playground equipment, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvement of every kind and description.
- 1.13 "Member" shall mean and refer to every person or entity who owns a Lot in the Property.
- 1.14 "Municipal Easement" shall mean and refer to the easement reserved for and granted exclusively to Aqua, its agents, successors and assigns as set forth on the Subdivision Plat.
- 1.15 "Nelson Lane ROW" shall mean and refer to the area between Lot 40 and 41 and north of Commons Circle, which will be dedicated to the Village and is to be improved or caused to be improved by the Village at a future date.
- 1.16 "Pathway Easement" shall mean the pathway easement for the Bike Path as depicted on the Subdivision Plat.
- 1.17 "Playground Equipment" shall mean the Improvements installed on the Common Area as depicted in the Landscape Plan.

- 1.18 "Public Utility and Drainage Easements" shall mean the public utility and drainage easements reserved for and granted to the Association and the Village as described and depicted on Subdivision Plat.
- 1.19 "Sanitary Sewer Easements" shall mean a perpetual non-exclusive easement reserved for and granted to the Village as described and depicted on the Subdivision Plat.
- 1.20 "Stormwater Detention Easements" shall mean the non-exclusive perpetual detention easement granted to the Association and the Village with respect to the maintenance of the Stormwater Detention Facilities as described and depicted on the Subdivision Plat.
- 1.21 "Stormwater Detention Facilities" shall mean and refer to those on-site stormwater sewers and drainage facilities located within the Stormwater Management Easement.
- 1.22 "Subdivision Plat" shall mean the final plat of subdivision of the Property recorded on _____, 2019 as document number _____ with the Lake County Recorder.
- 1.23 "Turnover Date" shall mean the date on which the right of Declarant to manage the affairs of the Association is terminated which shall occur on the first of (i) such time as Declarant no longer holds or controls title to any part of the Property or (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights.
- 1.24 "Village" shall mean and refer to the Village of Hawthorn Woods, Illinois or its successor or agents.
- 1.25 "Walking Path" shall mean refer to any other walking surface located in the Common Areas or Outlots to be owned and maintained by the Association.

ARTICLE II

ASSOCIATION; PURPOSE

2.1 Statement of Purpose. The purpose of this Declaration is to insure the use and development of the Property consistent with the desire and intention of the Declarant to establish a residential community of high quality, to protect the Owner against the use of the Property or any part of the Property inappropriate to a fine residential community and incompatible with the proper enjoyment of such community; to ensure for the proper ownership, use and maintenance of the Common Areas; to prevent the construction of buildings, which, because of their design or construction or materials, are not in aesthetic harmony with other buildings on the Property; to encourage the construction of fine quality homes compatible with the architectural character of the Property; to make certain that homes are so located on sites within the Property that each home enjoys light, air, and free and open space; to protect Owners of Property against any improper use of proximate Lots as may depreciate the value of their property; and to insure that the Property is at all times carefully maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owner. It is the purpose of the Declaration, in general to provide that the Property will be so managed, maintained and preserved, and that it will at all times be regarded as a residential community of outstanding excellence.

2.2 Conveyances Subject to Declaration. Each Owner and each future grantee by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

2.3 Association. Each Owner and each future grantee by taking title to a Lot shall automatically become a Member of the Association and shall remain such so long as ownership is retained. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be formed in perpetuity.

ARTICLE III

VOTING RIGHTS

3.1 Voting. Until the Turnover Date, the affairs of the Association shall be managed by the Declarant. From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one (1) vote.

3.2 Board of Directors. Until the Turnover Date, Declarant shall appoint the members of the Board of Directors as required by the Illinois Not for Profit Corporation Act of 1986, as may be amended. Until the election of the initial board of directors by the Members, the Declarant shall have the same rights, titles, powers, privileges, trusts, duties and obligations that are vested in or imposed upon the Board. At the initial meeting of the Members, the Owners shall elect three (3) directors who shall hold office for two (2) year terms. However, with respect to the initial Board of Directors elected by the Members, two of the three directors receiving the highest number of votes shall hold office for two (2) years, and the remaining director shall hold office for only one (1) year. Thereafter, for all subsequent elections, the terms of the office shall be similarly staggered. After the Turnover Date, there shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual membership meeting. Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the current Board. No action may be brought for damages resulting from the exercise of judgement or discretion of Declarant acting in such capacity on behalf of the Association unless the act or omission involved willful or wanton conduct.

3.3 Officers. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

3.4 Initial Member Meeting. Subsequent to the Turnover Date, the initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days written notice

given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the second Tuesday of November of each succeeding year. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

3.5 Member Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

3.6 Special Meetings. Special meetings of the Members 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 Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.7 Notice. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the common Lot address with respect to which such voting right appertains, if no address has been given to the Board.

3.8 Proxy Voting. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

3.9 Attendance at Board Meetings by Owners. Owners may attend meetings of the Board, only if, and to the extent, permitted by the Board in its discretion or as required by the Illinois Not for Profit Corporation Act. It is not the intention that the Owners shall have the right to attend meetings of the Board in the same manner as provide for members of condominium associations under the Illinois Condominium Property Act or unit owners under the Common Interest Community Association Act. Any action required to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if a consent, in writing, setting for the action so taken, shall be approved in writing by all of the directors.

ARTICLE IV

EASEMENTS

4.1 Easements and Covenants. The following easements and covenants were expressly granted in the Subdivision Plat. Enforcement thereof shall be as described in the Subdivision Plat creating said easement or covenant:

- a. Sanitary Sewer Easements
- b. Public Utility and Drainage Easements

- c. Municipal Easements
- d. Stormwater Detention Easements
- e. Pathway Easement

4.2 Additional Easements. The Declarant and Association hereby reserve the right to grant additional easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection on the Common Areas as the Declarant and/or the Association deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE V

RESTRICTIVE COVENANTS

5.1 General Restrictions.

(a) All Lots shall be used only for detached single-family dwellings. Each Owner shall (i) maintain his Lot and all Improvements (including without limitation storm sewer services, sanitary sewer services and water services that are within the right of way abutting a Lot shall be the responsibility of the Owner and, within the Common Areas, shall be the responsibility of the Association.) located thereon in a clean, sightly and safe condition; (ii) cause the prompt removal of all papers, debris and refuse therefrom; (iii) cause the prompt removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot; (iv) cause all landscaping located on the Lot to be maintained (except to the extent that maintenance is the obligation of the Association); (v) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations and (vi) comply with any rules and regulations adopted by the Association.

(b) All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations, excepting that if, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision yielding the higher or better quality result. No exterior modification of a home (including the painting thereof, installation of deck or patio) may be performed prior to written approval of the Association, which approval shall not be unreasonably withheld provided said modification complies with applicable laws and is consistent with the character and appearance of homes located on other Lots.

(c) No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.

(d) Except as expressly provided herein, no temporary building, no detached storage shed, trailer, mobile home, recreational vehicle, permanent tent, shack, above ground swimming pool, tennis court, gazebo, screen enclosure, fire pit or other similar improvement shall be located upon the Lots.

(e) No Person shall accumulate on his Lot any derelict vehicle, litter, refuse or other unsightly materials. Garbage shall be disposed of in accordance with Village code or ordinance. All garbage (except recycling and yard waste) shall be enclosed in "roll out" containers.

(f) Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the dwelling and their repair or maintenance shall not be

permitted except within the confines of the garage. Trucks that do not fit in the garage shall not be permitted in the driveway.

(g) No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited. Dog runs are to be maintained at all times so as to be non-offensive and in conformance with applicable Village Municipal Code. The Owner shall obtain a permit from the Village before erecting such dog run.

(h) The erection of any communication antennae or similar devices (other than simple mast antennae or television reception device located on the roof of a dwelling) shall not be allowed unless completely screened from view and approved in writing in advance by the Association. The Owner shall obtain a permit from the Village, if necessary, before erecting such device.

(i) No Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. No structures or alteration shall be erected or made within any areas designated as Municipal Easements, Public Utility and Drainage Easements, Stormwater Detention Easements and/or Sanitary Sewer Easements, except as permitted in said easement provisions as set forth on the Subdivision Plat or without Village approval.

(j) No fences, other than dog run fences or swimming pool fences which are permitted by the Village, shall be allowed on any Lot.

ARTICLE VI ASSOCIATION; MAINTENANCE

6.1 Association. Declarant shall form an Illinois not-for-profit corporation to manage the affairs of the Association, including the ownership and maintenance of the Common Areas. The Association may establish and enforce any additional rules and regulations deemed reasonably necessary by the Board. The Association shall have the right to delegate to a professional management company or others such authority and duties as may be granted and imposed upon the Board. Declarant shall convey the Common Areas to the Association prior to the Turnover Date. In addition to the maintenance of the Common Areas, which shall include without limitation the Entrance Monuments, the Community Mailboxes, the Playground Equipment, HOA Park, and the Walking Path, the Association shall be responsible for the Stormwater Detention Facilities and the grading, seeding and mowing of the Nelson Lane ROW. The Association will permanently maintain the HOA Park. The Association shall have no obligation to maintain, repair and/or replace the Bike Path within the Pathway Easement only, which shall be located on the Common Area, but owned, operated, maintained, repaired and replaced by the Village and accessible by the Pathway Easement. The Association shall have no obligation to maintain, repair or replace the Nelson Lane ROW once improved by the Village or caused to be improved by Village with roadway, or any other public roadways, public utilities or other Improvements which serve the public (other than the Stormwater Detention Facilities, storm sewer not located within the street right-of-way, walking paths, playground equipment, benches, Outlot landscaping and trees, monument signs, and mailboxes) which are installed or constructed or caused to be installed or constructed on the Property as may be permitted by the Municipal Easements, the Sanitary Sewer Easements or the Public Utility and Drainage Easement. Notwithstanding the foregoing, storm sewer services, sanitary sewer services and water services that are within the right of way abutting a Lot shall be the responsibility of the Owner and, within the Common Areas, shall be the responsibility of the Association.

6.2 Cost Obligation. With the exception of Declarant, each Owner shall bear his or her proportion of responsibility and cost for the Association's continued maintenance, operation and preservation obligations as set forth herein.

6.3 Insurance. The Association may obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and workers' compensation insurance and other liability insurance as it may deem desirable insuring the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Areas against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessment set forth in Article VII hereof.

6.4 Liability of Declarant and Board. Declarant, members of the Board, officers of the Association and the employees and agents of any of them shall not be liable to the Association, Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as Assessments are borne by the Owners. To the extent possible, Declarant's, the Board's and Association's liability and the Owner's indemnification obligation with respect thereto, shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

6.5 Declarant Rights. Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board. In addition to any right and power granted by law or otherwise as set forth in this Declaration, Declarant shall have the following rights and powers:

(a) The right to construct homes and to temporarily store construction equipment and materials on the Property;

(b) The right to construct and maintain, in accordance with the final plans approved by the Village, model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model units (including model units which are sold and leased back to Declarant), sale or leasing offices or other facilities for the purpose of selling or leasing homes on the Lot or at the other properties in the general location of the Property which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge other than the Assessments;

(c) The right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without additional fees other than the payment of Assessments;

- (d) The right to utilize, for itself and its agents, employees, guests and invitees, all facilities of the Association, including all recreation, signage, lighting, roads, streets and Common Areas;
- (e) The right to call special meetings of the Members;
- (f) The right to obtain and maintain insurance on behalf of the Association, to the extent not provided for by the Association, and to be reimbursed for the cost and expense thereof;
- (g) The right to be named as an additional insured under the Owner's indemnification obligations with respect to the Board's and the Association's liability;
- (h) The right to enforce the covenants and restrictions contained in the Declaration; including without limitation any remedies available (which shall include the right to bring an action at law or in equity against the Owner personal, the right to foreclose any lien; and forcible detainer) by the Board for any violation by an Owner thereof for unpaid charges or Assessments or otherwise;
- (i) The right to establish reasonable rules and regulations relating to the use and enjoyment of the Common Areas and the right to suspend an Owner's use thereof in the event of Owner default;
- (j) The right to perform any maintenance obligations of the Association to the extent the Association is not fulfilling said obligation and the right to be reimbursed for all such costs incurred in connection therewith; and
- (k) The right to levy a Special Assessment and or impose a required initial capital contribution from the initial third party homebuyer of the Lot at the closing of the sale of such Lot.

ARTICLE VII

ASSESSMENTS

7.1 Assessment. Each Owner shall be deemed to have covenanted and agreed to pay to the Association Annual Assessments, charges and Special Assessments for the Association maintenance and repair obligations, capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided ("Assessments"). The Annual Assessment and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them. When the first Board elected by the Members hereunder takes office, it shall determine the estimated cash requirement of the Annual Assessment for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs.

7.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the maintenance of the Common Areas, the Stormwater Detention Facilities, landscaping or other Improvements to Association property. Such uses shall include, without limitation, the cost of all general real estate taxes for the Common Area (if any), insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall

determine to be necessary or desirable to meet the purposes of the Association including, without limitation, the establishment and maintenance of a contingency and replacement reserve, as the Board shall determine. The annual Assessments provided for hereunder shall commence for each Lot on the date of delivery of a deed to such Lot Owner.

7.3 Annual Assessment. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1 - December 31) for services authorized by the Board, together with a reasonable amount necessary for reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimated "Annual Assessment". The Annual Assessment shall be assessed equally among all of the Lots. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the Annual Assessment made pursuant to this Section 7.3. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any Assessment thereon.

7.4 Special Assessment. If the Annual Assessments prove inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may, at any time, levy a "Special Assessment", which shall be assessed equally among all the Lots. The Board shall serve notice of any such Special Assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

7.5 Initial Contributions. Upon the Declarant's first conveyance to a third party homebuyer of a Lot improved with a home, the third party homebuyer shall make: i) a prorated payment of the Annual Assessment from the date of closing through the end of the year; and ii) a reserve contribution in an amount equal to the then applicable Annual Assessment (the "Initial Capital Contribution"). The Initial Capital Contribution shall be held by the Association as part of the replacement reserve and may thereafter be used for the maintenance, repair or replacement Association property.

7.6 Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. If an Assessment or charge is not paid within thirty (30) days after the due date, the Assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue Assessment.

7.7 Lien. The amount of any delinquent and unpaid charges or Assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Association or the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

7.8 Other Remedies of the Board. In addition to the rights and remedies set forth in Section 7.6, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or Assessments and said default shall continue for thirty (30) days after written notice to said Owner by the

Board, of the amount of unpaid charges or Assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Illinois Forcible Entry and Detainer Act.

7.9 Subordination. The lien of Assessments provided for herein shall be subordinate to (a) the lien of any first mortgage now or hereafter placed on the Lots; and (b) the lien of any second or subordinate mortgage that is recorded against any Lot prior to the time of a delinquent Assessment for which a lien foreclosure action is pursued under this Declaration. In the event of the issuance of a deed pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for Assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

7.10 No Release. The failure or delay of the Board to prepare to serve the estimated Assessment on any Owner shall not constitute a waiver or release in any manner or any Owner's obligation to pay his Assessment s herein provided, as and when the Assessment shall be determined. In the absence of the preparation of a statement of the annual Assessment and service on the Owner, the Owner shall continue to pay the Assessment at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the annual Assessment has been prepared and the Owners have been notified thereof.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Covenants Run With Land. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Board, Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Lake County Recorder, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and ensure only until the expiration of twenty-one (21) years after the death of the last to survive of the now living lawful descendants of any current or former Presidents of the United States living at the date of this Declaration.

8.2 Enforcement. The covenants and restrictions of this Declaration may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Association, against any person(s) violating or attempting to violate any covenant or restriction. In addition, the Association shall recover its reasonable costs of enforcement (including attorneys' fees) against any Owner (but not the Declarant) found to be in violation of any covenant or restriction of this Declaration. Declarant shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. The Village is hereby granted the right, but shall not be obligated to enforce the covenants and obligations of the Association or

the Owners hereunder. If the Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Village shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Association or the offending Owner or Owners do not perform to the reasonable satisfaction of the Village within thirty (30) days after the giving of such notice, or such earlier date as may be set in the Village's sole discretion, then the Village may (but shall not be obligated to) enter upon the Property and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Village. The Association or the offending Owner or Owners shall, upon demand, reimburse the Village for the reasonable cost of such work, plus interest at the rate of twelve percent (12%) per annum from the date incurred and paid by the Village through the date the Village is reimbursed for such cost, and if payment is not made within thirty (30) days after demand, then the amount due, plus reasonable costs of collection, including reasonable attorneys' fees, shall become a lien on the property of the offending Owner or Owners or, in the case of the Association, the property of the Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Lot Recorded prior to the date on which any such cost becomes a lien against the Lot as provided above. The subordination of such liens shall not apply to liens by the Village pursuant to 65 ILCS 5/11-31-1.

8.3 Backup SSA: The Village may establish a "Special Service Area" to serve as what is commonly referred to as a "Backup Special Service Area" to give the Village the power to levy taxes to pay the cost of maintaining the areas required to be maintained by the Association hereunder if the Association fails to perform such maintenance and the Village chooses to furnish such fees or services. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Village to establish and Record an ordinance creating a Special Service Area.

8.4 Amendment. Any revocation, modification, amendment or supplement to the Declaration may be effective only upon a two-thirds (2/3) vote of the Members and prior to the Turnover Date, the written consent of the Declarant. No revocation, modification, amendment or supplement to the Association's maintenance obligations under this Declaration or of any of the Village's rights to enforce or as relates to a Backup SSA, shall be permitted without the prior written consent of the Village.

8.5 Title Holding Land Trust. In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.6 Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter, and vice versa.

8.7 Partial Invalidity. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8.8 Assignment by Declarant Any and all rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised such rights.

8.9 Waiver. The failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant submit this Declaration to the Lake County Recorder to record this document in the title deeds of said Property.

Dated this ___ day of _____, 2019.

DECLARANT:

K.HOVNANIAN AT THE VILLAS AT THE COMMONS LLC,
an Illinois limited liability company

BY: _____

ITS: _____

STATE OF ILLINOIS)
) ss
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that such persons signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

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

Notary of Public

EXHIBIT A
The Property

PARCEL 1: THE SOUTH 803.18 FEET OF THE WEST 768.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 190.0 FEET OF THE WEST 229.3 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 768.62 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 803.18 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 711.89 FEET TO THE CENTERLINE OF MIDLOTHIAN ROAD (FORMERLY ILLINOIS ROUTE 63); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 906.85 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 283.11 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AREA

22.346 AC

(more or less)

PINs: 14-09-200-034 and 14-09-200-030

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Russell Whitaker
Rosanova & Whitaker, Ltd.
127 Aurora Ave.
Naperville, IL 60540


Image# 059045750024 Type: DEC
Recorded: 02/06/2020 at 03:34:21 PM
Receipt#: 2020-00007595
Page 1 of 24
Fees: \$60.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **7632016**

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE VILLAS AT THE COMMONS**

24

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE VILLAS AT THE COMMONS**

This Declaration of Covenants, Conditions, Restrictions and Easements ("**Declaration**") for The Villas at The Commons Homeowners Association (the "**Association**") is made this 28th day of January 2020, by K.Hovnanian at Villas at the Commons, LLC, an Illinois limited liability company as Declarant ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of approximately 22 acres of land located in the Village of Hawthorn Woods, Illinois which is legally described on Exhibit A attached hereto (the "**Property**").

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 reasonable benefit of the Owners (as hereinafter defined) and public welfare, and more specifically for the purpose of enhancing and protecting the value of the Property and insuring maintenance of the Common Area (as hereinafter defined) in conformity with all applicable ordinances, and for collecting and disbursing the assessments and charges hereinafter provided for, and for such other purposes as hereinafter described.

WHEREAS, the Property will be developed as a residential community approved by the Village to contain seventy-three (73) single family detached homes.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration containing the following covenants, conditions, restrictions, easements, charges and liens which constitute the general plan for the benefit of and enforcement by all present and future owners of any of the Lots within the Property, so as to protect the value and desirability of the Property 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

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 "Association" shall mean and refer to The Villas at the Commons Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.2 "Bike Path" shall mean the 10 foot wide asphalt trail adjacent to Midlothian Road and located in the Pathway Easement on Outlots A and F set forth on the Subdivision Plat. The Bike Path shall be maintained by the Village and accessible to and for the use of the Members of the Association and the general public.
- 1.3 "Board" shall mean and refer to the Board of Directors of the Association.

- 1.4 "Bylaws". The Bylaws of the Association are attached hereto and incorporated herein as Exhibit B.
- 1.5 "Common Area" shall mean all real property owned, or to be owned, and/or maintained by the Association for the common use and passive enjoyment of the Owners. The Common Area shall include Outlots A thru G, inclusive, set forth on the Subdivision Plat. Notwithstanding anything to the contrary contained in this Declaration, the HOA Park and the Bike Path shall be accessible to and also for the use of the residents of the Village.
- 1.6 "Community Mailboxes" shall mean common mail box structures which shall be installed on one pole servicing multiple Lots, located on Lot corners, as directed by the United States Postal Service.
- 1.7 "Declarant" shall mean and refer to K.Hovnanian at Villas at the Commons, LLC, an Illinois limited liability company, its successors and assigns, and any person or entity to whom the rights reserved to Declarant hereunder are assigned in accordance with the provisions hereof.
- 1.8 "Declaration" shall mean this instrument as is initially recorded by Declarant which shall contain the covenants, conditions, restrictions, easements, rules and bylaws to regulate and manage the affairs of the Association.
- 1.9 "HOA Park" shall mean the real property and appurtenances associated with Outlot F in the Subdivision Plat, to be owned and maintained by the Association accessible to and for the use of the Members of the Association and the general public subject to rules and regulations established by the Association from time to time subject to approval of the Village.
- 1.10 "Entrance Monuments" shall mean the entrance monument signage Improvement and associated landscaping materials located on Outlot A of the Common Area as shown on the Subdivision Plat.
- 1.11 "Landscape Plan" shall mean the Final Landscape Plan for the Property as approved by the Village.
- 1.12 "Lot" shall mean each individual subdivided parcel of property designated for a single family detached home and depicted as Lots 1 through 73 inclusive on the Subdivision Plat.
- 1.13 "Improvement" or "Improvements" shall mean and include any and all buildings, playground equipment, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvement of every kind and description.
- 1.14 "Member" shall mean and refer to every person or entity who owns a Lot in the Property.
- 1.15 "Municipal Easement" shall mean and refer to the easement reserved for and granted exclusively to Aqua, its agents, successors and assigns as set forth on the Subdivision Plat.

- 1.16 “Nelson Lane ROW” shall mean and refer to the area between Lot 40 and 41 and north of Commons Circle, which will be dedicated to the Village and is to be improved or caused to be improved by the Village at a future date.
- 1.17 “Owner” shall mean the person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Lot. Owner shall also include any beneficiary of a trust, shareholder of a corporation, member of a limited liability company, or partner of a partnership holding legal title to a Lot.
- 1.18 “Outlots” shall mean those Outlots identified on the Subdivision Plat as Outlots A through G inclusive.
- 1.19 “Pathway Easement” shall mean the twenty (20) foot pathway easement located on Outlots A and F depicted on the Subdivision Plat. The Pathway Easement contains the Bike Path. The Bike Path shall be maintained by the Village and shall be accessible to and for the use of the Members of the Association and the general public subject to rules and regulations established by the Association from time to time subject to approval of the Village.
- 1.20 “Playground Equipment” shall mean the Improvements installed on the Common Area as depicted in the Landscape Plan which Playground Equipment shall be maintained by the Association.
- 1.21 “Public Utility and Drainage Easements” shall mean the public utility and drainage easements reserved for and granted to the Association and the Village as described and depicted on the Subdivision Plat.
- 1.22 “Sanitary Sewer Easements” shall mean a perpetual non-exclusive easement reserved for and granted to the Village as described and depicted on the Subdivision Plat.
- 1.23 “Stormwater Management Easements” shall mean the non-exclusive perpetual stormwater management and drainage easements granted to the Association and the Village with respect to the maintenance of the Stormwater Detention Facilities as described and depicted on the Subdivision Plat.
- 1.24 “Stormwater Detention Facilities” shall mean and refer to those on-site stormwater sewers and drainage facilities located within the Stormwater Management Easements.
- 1.25 “Subdivision Plat” shall mean the final plat of subdivision of the Property recorded on April 16, 2019 as document number 7555229 with the Lake County Recorder.
- 1.26 “Turnover Date” shall mean the date on which the right of Declarant to manage the affairs of the Association is terminated which shall occur on the first of (i) such time as Declarant closes on the sale of 62 of the 73 Lots improved with a single family home which a certificate of occupancy has been issued by the Village (temporary or final) to a party other than an affiliate of Declarant, (ii) the giving of written notice by Declarant to

the Association of Declarant's election to terminate such rights, or (iii) the date required under the applicable statute.

- 1.27 "Village" shall mean and refer to the Village of Hawthorn Woods, Illinois or its successor or agents.
- 1.28 "Walking Path" shall mean refer to any other walking surface located in the Common Area or Outlots to be owned and maintained by the Association.

ARTICLE II

ASSOCIATION; PURPOSE

2.1 Statement of Purpose. The purpose of this Declaration is to insure the use and development of the Property consistent with the desire and intention of the Declarant to establish a residential community of high quality, to protect the Owner against the use of the Property or any part of the Property inappropriate to a fine residential community and incompatible with the proper enjoyment of such community; to ensure for the proper ownership, use and maintenance of the Common Area; to prevent the construction of buildings, which, because of their design or construction or materials, are not in aesthetic harmony with other buildings on the Property; to encourage the construction of fine quality homes compatible with the architectural character of the Property; to make certain that homes are so located on sites within the Property that each home enjoys light, air, and free and open space; to protect Owners of Property against any improper use of proximate Lots as may depreciate the value of their property; and to insure that the Property is at all times carefully maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owner. It is the purpose of the Declaration, in general to provide that the Property will be so managed, maintained and preserved, and that it will at all times be regarded as a residential community of outstanding excellence.

2.2 Conveyances Subject to Declaration. Each Owner and each future grantee by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

2.3 Association. Each Owner and each future grantee by taking title to a Lot shall automatically become a Member of the Association and shall remain such so long as ownership is retained. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be formed in perpetuity.

ARTICLE III

VOTING RIGHTS

3.1 Voting. Until the Turnover Date, the affairs of the Association shall be managed by the Declarant. There shall be two (2) classes of membership. The Declarant shall be a "Class B Member" with respect to Lots it owns from time to time. Declarant, as a Class B Member, shall have three (3) votes for every Lot it owns. Each Owner other than Declarant shall be a "Class A Member" with respect to each Lot the Owner owns and a Class A Member shall have one (1) vote per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Membership shall automatically terminate upon the sale, transfer or other disposition by such Member of his or her Lot, at which time the new Owner shall automatically become a Member therein. The Association shall be given written notice of the change of ownership of a Lot by the then current Owner within ten (10) days after such change.

3.2 Board of Directors. Until the Turnover Date, Declarant shall appoint the members of the Board of Directors as required by the Illinois Not for Profit Corporation Act of 1986, as may be amended. Until the election of the initial board of directors by the Members, the Declarant shall have the same rights, titles, powers, privileges, trusts, duties and obligations that are vested in or imposed upon the Board. At the initial meeting of the Members, the Owners shall elect three (3) directors who shall hold office for two (2) year terms. However, with respect to the initial Board of Directors elected by the Members, two of the three directors receiving the highest number of votes shall hold office for two (2) years, and the remaining director shall hold office for only one (1) year. Thereafter, for all subsequent elections, the terms of the office shall be similarly staggered. After the Turnover Date, there shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual membership meeting. Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the current Board. No action may be brought for damages resulting from the exercise of judgement or discretion of Declarant acting in such capacity on behalf of the Association unless the act or omission involved willful or wanton conduct.

3.3 Officers. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

3.4 Initial Member Meeting. Subsequent to the Turnover Date, the initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the second Tuesday of November of each succeeding year. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

3.5 Member Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

3.6 Special Meetings. Special meetings of the Members 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 Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.7 Notice. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the common Lot address with respect to which such voting right appertains, if no address has been given to the Board.

3.8 Proxy Voting. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

3.9 Attendance at Board Meetings by Owners. Owners may attend meetings of the Board, only if, and to the extent, permitted by the Board in its discretion or as required by the Illinois Not for Profit Corporation Act. It is not the intention that the Owners shall have the right to attend meetings of the Board in the same manner as provided for unit owners under the Common Interest Community Association Act. Any action required to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if a consent, in writing, setting for the action so taken, shall be approved in writing by all of the directors.

ARTICLE IV

EASEMENTS

4.1 Easements and Covenants. The following easements and covenants were expressly granted in the Subdivision Plat. Enforcement thereof shall be as described in the Subdivision Plat creating said easement or covenant:

- a. Sanitary Sewer Easements
- b. Public Utility and Drainage Easements
- c. Municipal Easements
- d. Stormwater Management Easements
- e. Pathway Easement

4.2 Additional Easements. The Declarant and Association hereby reserve the right to grant additional easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection on the Common Area as the Declarant and/or the Association deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE V

RESTRICTIVE COVENANTS

5.1 General Restrictions.

(a) All Lots shall be used only for detached single-family dwellings. Each Owner shall (i) maintain his Lot and all Improvements (including without limitation storm sewer services, sanitary sewer services and water services that are within the right of way abutting a Lot shall be the responsibility of the Owner and, within the Common Areas, shall be the responsibility of the Association.) located thereon in a clean, sightly and safe condition; (ii) cause the prompt removal of all papers, debris and refuse therefrom; (iii) cause the prompt removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot; (iv) cause all landscaping located on the Lot to be maintained (except to the extent that maintenance is the obligation of the Association); (v) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations and (vi) comply with any rules and regulations adopted by the Association.

(b) All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations, excepting that if, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision yielding the higher or better quality result. No exterior modification of a home (including the painting thereof, installation of deck or patio) may be performed prior to written approval of the Association, which approval shall not be unreasonably withheld provided said modification complies with applicable laws and is consistent with the character and appearance of homes located on other Lots.

(c) No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.

(d) Except as expressly provided herein, no temporary building, no detached storage shed, trailer, mobile home, recreational vehicle, permanent tent, shack, above ground swimming pool, tennis court, gazebo, screen enclosure, fire pit or other similar improvement shall be located upon the Lots.

(e) No Person shall accumulate on his Lot any derelict vehicle, litter, refuse or other unsightly materials. Garbage shall be disposed of in accordance with Village code or ordinance. All garbage (except recycling and yard waste) shall be enclosed in "roll out" containers.

(f) Except as otherwise permitted by the Village Municipal Code, applicable Village ordinances and Section 6.5 of this Declaration, no person shall park outdoors, store outdoors, occupy, or cause, permit or suffer the outdoor parking, outdoor storage or occupation of, any camping trailer, commercial vehicle, commuter vehicle, commuter van, farm tractor, house trailer, motor home, mini-motor home, van camper, pole trailer, recreational vehicle, road tractor, semitrailer, special mobile equipment, trailer, travel trailer, truck, truck camper, truckster, truck tractor or nonmotorized apparatus containing two (2) or more wheels, on any Lot (as defined in Section 1.12 of this Declaration). For purposes of Section 5.1(f) of this Declaration, the definitions set forth in 625 Illinois Compiled Statutes 5/1-100 et seq., shall apply, except that the term "recreational vehicle" shall also include boats, boat trailers, rafts, snowmobiles, snowmobile trailers, personal watercraft trailers, personal watercraft and motorcycle trailers.

(g) No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited. Dog runs subject to the prior written approval of the Association and to the extent approved by the Association are to be maintained at all times so as to be non-offensive and in conformance with applicable Village Municipal Code. The Owner

shall obtain a permit from the Village before erecting such dog run subject to prior written approval of the Association.

(h) The erection of any communication antennae or similar devices (other than simple mast antennae or television reception device located on the roof of a dwelling) shall not be allowed unless completely screened from view and approved in writing in advance by the Association. The Owner shall obtain a permit from the Village, if necessary, before erecting such device.

(i) No Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. No structures or alteration shall be erected or made within any areas designated as Municipal Easements, Public Utility and Drainage Easements, Stormwater Detention Easements and/or Sanitary Sewer Easements, except as permitted in said easement provisions as set forth on the Subdivision Plat or without Village approval.

(j) No fences, other than dog run fences or swimming pool fences which are permitted by the Village, shall be allowed on any Lot. Notwithstanding anything to the contrary contained in the Declaration, no dog run fencing or pool fencing shall be permitted without the written approval of the Association and the issuance of a permit by the Village.

(k) No clothing, bedding, laundry of any kind shall be hung out on an exterior portion of the Lot.

ARTICLE VI

ASSOCIATION; MAINTENANCE

6.1 Association. Declarant shall form an Illinois not-for-profit corporation to manage the affairs of the Association, including the ownership and maintenance of the Common Area. The Association may establish and enforce any additional rules and regulations deemed reasonably necessary by the Board. The Association shall have the right to delegate to a professional management company or others such authority and duties as may be granted and imposed upon the Board. Declarant shall convey the Common Area to the Association prior to the Turnover Date. In addition to the maintenance of the Common Area, which shall include without limitation the Entrance Monuments, the Community Mailboxes, the Playground Equipment, HOA Park, and the Walking Path, the Association shall be responsible for the Stormwater Detention Facilities and the grading, seeding and mowing of the Nelson Lane ROW. The Association will permanently maintain the HOA Park. The Association shall have no obligation to maintain, repair and/or replace the Bike Path within the Pathway Easement, which shall be located on the Common Area, but owned, operated, maintained, repaired and replaced by the Village and accessible by the Pathway Easement. The Association shall have no obligation to maintain, repair or replace the Nelson Lane ROW once improved by the Village or caused to be improved by Village with roadway, or any other public roadways, public utilities or other Improvements which serve the public (other than the Stormwater Detention Facilities, storm sewer not located within the street right-of-way, walking paths, playground equipment, benches, Outlot landscaping and trees, monument signs, and mailboxes) which are installed or constructed or caused to be installed or constructed on the Property as may be permitted by the Municipal Easements, the Sanitary Sewer Easements or the Public Utility and Drainage Easement. Notwithstanding the foregoing, storm sewer services, sanitary sewer services and water services that are within the right of way abutting a Lot shall be the responsibility of the Owner and, within the Common Area, shall be the responsibility of the Association.

6.2 Cost Obligation. With the exception of Declarant and a Declarant affiliate, each Owner shall bear his or her proportion of responsibility and cost for the Association's continued maintenance, operation and preservation obligations as set forth herein.

6.3 Insurance. The Association may obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and workers' compensation insurance and other liability insurance as it may deem desirable insuring the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Areas against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessment set forth in Article VII hereof.

6.4 Liability of Declarant and Board. Declarant, members of the Board, officers of the Association and the employees and agents of any of them shall not be liable to the Association, Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as Assessments are borne by the Owners. To the extent possible, Declarant's, the Board's and Association's liability and the Owner's indemnification obligation with respect thereto, shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

6.5 Declarant Rights. Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board. In addition to any right and power granted by law or otherwise as set forth in this Declaration, Declarant shall have the following rights and powers:

(a) The right to construct homes and to temporarily store construction equipment and materials on the Property;

(b) The right to construct and maintain, in accordance with the final plans approved by the Village, model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model units (including model units which are sold and leased back to Declarant), sale or leasing offices or other facilities for the purpose of selling or leasing homes on the Lot or at the other properties in the general location of the Property which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge;

(c) The right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without additional fees;

(d) The right to utilize, for itself and its agents, employees, guests and invitees, all facilities of the Association, including all recreation, signage, lighting, roads, streets and Common Area;

(e) The right to call special meetings of the Members;

(f) The right to obtain and maintain insurance on behalf of the Association, to the extent not provided for by the Association, and to be reimbursed for the cost and expense thereof;

(g) The right to be named as an additional insured under the Owner's indemnification obligations with respect to the Board's and the Association's liability;

(h) The right to enforce the covenants and restrictions contained in the Declaration; including without limitation any remedies available (which shall include the right to bring an action at law or in equity against the Owner personally, the right to foreclose any lien; and forcible detainer) by the Board for any violation by an Owner thereof for unpaid charges or Assessments or otherwise;

(i) The right to establish reasonable rules and regulations relating to the use and enjoyment of the Common Area and the right to suspend an Owner's use thereof in the event of Owner default;

(j) The right to perform any maintenance obligations of the Association to the extent the Association is not fulfilling said obligation and the right to be reimbursed for all such costs incurred in connection therewith; and

(k) The right to levy a Special Assessment and or impose a required initial capital contribution from the initial third party homebuyer of the Lot at the closing of the sale of such Lot.

ARTICLE VII

ASSESSMENTS

7.1 Assessment. Each Owner (excluding the Declarant and any Declarant affiliate) shall be deemed to have covenanted and agreed to pay to the Association Annual Assessments, charges and Special Assessments for the Association maintenance and repair obligations, capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided ("Assessments"). The Annual Assessment and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything to the contrary contained herein, the Declarant and/or a Declarant affiliate shall have no obligation to pay any Assessment with regard to any Lot which title has not been conveyed by Declarant or a Declarant affiliate to a third party homebuyer, including but not limited to any Lot with a Home not yet constructed, in the process of being constructed, or constructed but unoccupied. Subject to the above, the Declarant and the Declarant affiliate hereby agree to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant or the Declarant affiliate is not obligated to pay Assessments pursuant to this Section 7.1.

7.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the maintenance of the Common Area, the Stormwater Detention Facilities, landscaping or other

Improvements to Association property. Such uses shall include, without limitation, the cost of all general real estate taxes for the Common Area (if any), insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association including, without limitation, the establishment and maintenance of a contingency and replacement reserve, as the Board shall determine. The annual Assessments provided for hereunder shall commence for each Lot on the date of delivery of a deed to such Lot Owner (excluding Declarant or a Declarant affiliate).

7.3 Annual Assessment. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1 - December 31) for services authorized by the Board, together with a reasonable amount necessary for reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimated "Annual Assessment". The Annual Assessment shall be assessed equally among all of the Lots (however, neither Declarant nor a Declarant affiliate shall have any obligation to pay such Annual Assessment). On or before January 1 of the ensuing fiscal year, each Owner (excluding the Declarant and any Declarant affiliate) shall be obligated to pay to the Board, or as it may direct, the Annual Assessment made pursuant to this Section 7.3. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any Assessment thereon.

7.4 Special Assessment. If the Annual Assessments prove inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may, at any time, levy a "Special Assessment", which shall be assessed equally among all the Lots. The Board shall serve notice of any such Special Assessment on all such Owners (excluding the Declarant and any Declarant affiliate) by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

7.5 Initial Contributions. Upon the Declarant's first conveyance to a third party homebuyer of a Lot improved with a home, the third party homebuyer shall make: i) a prorated payment of the Annual Assessment from the date of closing through the end of the year; and ii) a reserve contribution in an amount equal to the then applicable Annual Assessment (the "**Initial Capital Contribution**"). The Initial Capital Contribution shall be held by the Association as part of the replacement reserve and may thereafter be used for the maintenance, repair or replacement Association property.

7.6 Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. If an Assessment or charge is not paid within thirty (30) days after the due date, the Assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner (excluding the Declarant and any Declarant affiliate) personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue Assessment.

7.7 Lien. The amount of any delinquent and unpaid charges or Assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner (excluding the Declarant and any Declarant affiliate) when payable and may be foreclosed by an action brought in the name of the Association or the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any

court shall be authorized to restrain the defaulting Owner (excluding the Declarant and any Declarant affiliate) from reacquiring his interest at such foreclosure sale.

7.8 Other Remedies of the Board. In addition to the rights and remedies set forth in Section 7.6, if any Owner (excluding the Declarant and any Declarant affiliate) shall default in the payment, when same shall be due, of the aforesaid charges or Assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or Assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot from any defaulting Owner (excluding the Declarant and any Declarant affiliate), to put out said Owner (excluding the Declarant and any Declarant affiliate), or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Illinois Forcible Entry and Detainer Act.

7.9 Subordination. The lien of Assessments provided for herein shall be subordinate to (a) the lien of any first mortgage now or hereafter placed on the Lots; and (b) the lien of any second or subordinate mortgage that is recorded against any Lot prior to the time of a delinquent Assessment for which a lien foreclosure action is pursued under this Declaration. In the event of the issuance of a deed pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for Assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

7.10 No Release. The failure or delay of the Board to prepare to serve the estimated Assessment on any Owner (excluding the Declarant and any Declarant affiliate) shall not constitute a waiver or release in any manner or any Owner's obligation to pay his Assessment s herein provided, as and when the Assessment shall be determined. In the absence of the preparation of a statement of the annual Assessment and service on the Owner, the Owner (excluding the Declarant and any Declarant affiliate) shall continue to pay the Assessment at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the annual Assessment has been prepared and the Owners have been notified thereof.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Covenants Run With Land. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Board, Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Lake County Recorder, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and ensure only until the expiration of twenty-one (21) years after the death of the last to survive of the now living lawful descendants of Donald Trump, President of the United States, or if shorter, such other time limit as imposed by applicable law.

8.2 Enforcement. The covenants and restrictions of this Declaration may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Association,

against any person(s) violating or attempting to violate any covenant or restriction. In addition, the Association shall recover its reasonable costs of enforcement (including attorneys' fees) against any Owner (but not the Declarant) found to be in violation of any covenant or restriction of this Declaration. Declarant shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. The Village is hereby granted the right, but shall not be obligated to enforce the covenants and obligations of the Association or the Owners hereunder. If the Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Village shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Association or the offending Owner or Owners do not perform to the reasonable satisfaction of the Village within thirty (30) days after the giving of such notice, or such earlier date as may be set in the Village's sole discretion, then the Village may (but shall not be obligated to) enter upon the Property and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Village. The Association or the offending Owner or Owners shall, upon demand, reimburse the Village for the reasonable cost of such work, plus interest at the rate of twelve percent (12%) per annum from the date incurred and paid by the Village through the date the Village is reimbursed for such cost, and if payment is not made within thirty (30) days after demand, then the amount due, plus reasonable costs of collection, including reasonable attorneys' fees, shall become a lien on the property of the offending Owner or Owners or, in the case of the Association, the property of the Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Lot Recorded prior to the date on which any such cost becomes a lien against the Lot as provided above. The subordination of such liens shall not apply to liens by the Village pursuant to 65 ILCS 5/11-31-1.

8.3 Backup SSA. The Village may establish a "Special Service Area" to serve as what is commonly referred to as a "Backup Special Service Area" to give the Village the power to levy taxes to pay the cost of maintaining the areas required to be maintained by the Association hereunder if the Association fails to perform such maintenance and the Village chooses to furnish such fees or services. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Village to establish and Record an ordinance creating a Special Service Area.

8.4 Amendment. Any revocation, modification, amendment or supplement to the Declaration may be effective only upon a two-thirds (2/3) vote of the Members and prior to the Turnover Date, the written consent of the Declarant. No revocation, modification, amendment or supplement to the Association's maintenance obligations under this Declaration or of any of the Village's rights to enforce or as relates to a Backup SSA, or use of the Pathway Easement or HOA Park, shall be permitted without the prior written consent of the Village.

8.5 Title Holding Land Trust. In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.6 Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter, and vice versa.

8.7 Partial Invalidity. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8.8 Assignment by Declarant Any and all rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised such rights.

8.9 Waiver. The failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

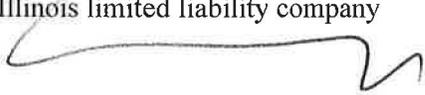
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IN WITNESS WHEREOF, the Declarant submits this Declaration to the Lake County Recorder to record this Declaration in connection with the Property.

Dated this 28th day of January, 2020.

DECLARANT:

K. HOVNANIAN AT VILLAS AT THE COMMONS, LLC,
an Illinois limited liability company



BY: _____

ITS: Division President

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Andy Konovodoff, known to me to be the Division President, of K. Hovnanian at Villas at the Commons, LLC (“Company”) appeared before me this day in person and acknowledged that such person signed, sealed and delivered said instrument as the Division President of the Company as the free and voluntary act on behalf of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of January, 2020.



Notary of Public



EXHIBIT A

The Property

Lots 1 thru 73 inclusive and Outlots A thru G inclusive in the Villas at The Commons Subdivision being a Subdivision in the Northeast Quarter of the Northeast Quarter of Section 9, Township 43 North, Range 10 and in the Northwest Quarter of the Northwest Quarter of Section 10, Township 43 North, Range 10, according to the plat thereof recorded April 16, 2019 as Document 7555229 in the Lake County Recorder's Office.

AREA

22.346 acres

(more or less)

PIN: 14-09-200-030

0 N. Fairfield Road, Hawthorn Woods, IL 60047

PIN: 14-09-200-034

0 Midlothian Road, Hawthorn Woods, IL 60047

EXHIBIT B

By-Laws of THE VILLAS AT THE COMMONS HOMEOWNERS ASSOCIATION

ARTICLE I PURPOSES AND POWERS

1.01. The capitalized terms used in these Bylaws, except to the extent specifically defined otherwise herein, shall have the same meanings as given to such terms in the Declaration to which these Bylaws are attached. The Association shall be responsible for (i) the ownership and/or maintenance of the Common Area, and (ii) all other duties described in the Declaration. The Association shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois, except to the extent permissibly limited or modified by the Declaration or these Bylaws.

ARTICLE II OFFICES

2.01. Registered Office. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office.

2.02. Principal Office. The principal office of the Association shall be maintained at the office of the Declarant or at the office of a managing agent engaged by the Association, or as otherwise determined by the Association from time to time.

ARTICLE III MEMBERSHIP

3.01. Membership.

(a) Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. There shall be two (2) classes of membership. The Declarant shall be a "Class B Member" with respect to Lots which it owns from time to time. Declarant, as a Class B Member, shall have three (3) votes for every Lot it owns. Each Owner other than Declarant shall be a "Class A Member" with respect to each Lot the Owner owns and a Class A Member shall have one (1) vote per Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

(b) Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners other than Declarant shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one (1) vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have three (3) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in these By-Laws) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and the Declarant, except as otherwise provided herein or in the Declaration.

3.02. Meetings.

(a) Initial Member Meeting. Subsequent to the Turnover Date, the initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the second Tuesday of November of each succeeding year. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(b) Member Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.01 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(c) Special Meetings. Special meetings of the Members 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 Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Notice. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the common Lot address with respect to which such voting right appertains, if no address has been given to the Board.

(e) Proxy Voting. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

(f) Attendance at Board Meetings by Owners. Owners may attend meetings of the Board, only if, and to the extent, permitted by the Board in its discretion or as required by the Illinois Not for Profit Corporation Act. It is not the intention that the Owners shall have the right to attend meetings of the Board in the same manner as provided for unit owners under the Common Interest Community Association Act. Any action required to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if a consent, in writing, setting for the action so taken, shall be approved in writing by all of the directors.

ARTICLE IV BOARD OF DIRECTORS

4.01 Election of Board of Directors. Until the Turnover Date, Declarant shall appoint the members of the Board of Directors as required by the Illinois Not for Profit Corporation Act of 1986, as may be amended. Until the election of the initial board of directors by the Members, the Declarant shall have the same rights, titles, powers, privileges, trusts, duties and obligations that are vested in or imposed upon the Board. At the initial meeting of the Members, the Owners shall elect three (3) directors who shall hold office for two (2) year terms. However, with respect to the initial Board of Directors elected by the Members, two of the three directors receiving the highest number of votes shall hold office for two (2) years, and the remaining director shall hold office for only one (1) year. Thereafter, for all subsequent elections, the terms of the office shall be similarly staggered. After the Turnover Date, there shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual membership meeting. Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the current Board. No action may be brought for damages resulting from the exercise of judgement or discretion of Declarant acting in such capacity on behalf of the Association unless the act or omission involved willful or wanton conduct.

4.02. Compensation. Members of the Board of Directors shall receive no compensation for their services. However, any member of the Board of Directors may be reimbursed for reasonable expenses incurred in the performance of his duties which expenses have been previously approved by the Board of Directors.

4.03. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be chief executive officer of the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident

to the office of Secretary; a Treasurer to keep the financial records and books of account and who shall, in general, perform all the duties incident to the office of Treasurer; and such additional officers as the Board shall see fit to elect. The Board may elect such other officers as the Board may determine from time to time.

4.04. Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President.

4.05. Board Member, Officer and Declarant Liability. Declarant, members of the Board, officers of the Association and the employees and agents of any of them shall not be liable to the Association, Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as Assessments are borne by the Owners. To the extent possible, Declarant's, the Board's and Association's liability and the Owner's indemnification obligation with respect thereto, shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

4.06. Declarant Control of Association. Notwithstanding anything to the contrary herein, prior to the Turnover Date: a) the Board shall consist of not less than three (3) members, who may or may not be Owners, b) each of whom shall be selected by the Declarant or successor to the Declarant, and c) the Owners shall not have any voting rights.

4.07. Checks, Drafts, etc. All checks, drafts or 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, or 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 of the Association.

4.08. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the sole discretion of

the Board, be audited statements. Upon receipt of written request, the Treasurer promptly shall mail to any Voting Members copies of the most recent such balance sheet and income and expense statement.

ARTICLE V
POWERS OF THE BOARD

5.01. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these Bylaws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Common Area;
- (c) subject to Section 5.03(b) below, to engage the services of a manager or managing agent who shall manage and operate the Association and maintain the Common Area pursuant to the terms of the Declaration;
- (d) to formulate policies for the administration, management and operation of the Association and the Common Area;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Common Area subject to the approval of the Village as may be required, and to amend such rules and regulations from time to time subject to the approval of the Village as may be required;
- (f) to provide for the maintenance, repair and replacement of components of the Common Area pursuant to the Declaration, to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of consultants, contractors and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area, pursuant to the Declaration and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective share of such estimated expenses, as provided in the Declaration;

- (i) to procure insurance as may be required by the Declaration and such other insurance as may be deemed appropriate or desirable by the Board.
- (j) To enforce in its own behalf or on behalf of the Association Members, in a court of law or otherwise, all of the covenants and conditions appearing in the Declaration and these Bylaws, as amended, and all such other rights as the Association or the Owners may have in regard to the Common Area.
- (k) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or these Bylaws.

5.02. Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.03. Rules and Regulations; Management.

(a) Adoption of Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the ownership, use, and maintenance of the Common Area subject to the approval of the Village.

(b) Managing Agent. The Association may engage a managing agent and pay such agent a reasonable fee for its services.

ARTICLE VI
AMENDMENT OR MODIFICATION OF BYLAWS

6.01. These Bylaws may be amended or modified from time to time by actions or approval in accordance with the provisions of the Declaration. Such amendments or modifications shall be recorded in the Lake County Recorder's office. Notwithstanding anything contained herein to the contrary, no amendment or modification of these Bylaws, nor any rule or regulation adopted pursuant to these Bylaws, shall be effective to the extent it impairs the Village's rights under the Declaration or violates the Village's rules, regulations, code provisions, or other laws.

ARTICLE VII
BOOKS AND RECORDS

7.01. The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Board shall at least

maintain the following records of the Association available for inspection and copying at convenient hours of the weekday by any Member subject to the authority of the Board or the mortgagees of the Owners and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Association instruments, other duly recorded covenants, these Bylaws, any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association, or its Board, shall be available.
- (b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Area specifying and itemizing the ownership, maintenance and repair expenses incurred and copies of all contracts, leases or other agreements entered into by the Association shall be maintained.
- (c) The minutes of all meetings of the Association and the Board shall be maintained.
- (d) Such other records of the Association as are available for inspection by Voting Members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-for-Profit Corporation Act shall be maintained.
- (e) A reasonable fee may be charged by the Association, or its Board, for costs of copying.

ARTICLE VIII
FISCAL YEAR

8.01. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.