

**CONVENANTS,
CONDITIONS AND
RESTRICTIONS
CANDLEWICK LAKE
SUBDIVISION
FOR
SAVANNAH OAKS OF CANDLEWICK**

Prepared and approved by the
Candlewick Lake Board of Directors on August 18, 2005
Candlewick Lake Association, Inc.
13400 Hwy 76
Poplar Grove, IL 61065

THIS DECLARATION made this 16th day of August 2005 by the Candlewick Lake Association; an Illinois Corporation hereinafter referred to as "Developer". The governing body of Savannah Oaks of Candlewick will be the Board of Directors of Candlewick Lake Association, Inc.

WITNESSETH

WHEREAS, the Developer is establishing a recreationally oriented subdivision on the lands described in Exhibit A hereto known as the "Savannah Oaks of Candlewick" (hereinafter referred to as the "Development") to consist of residential lots, roads, parks and common areas as shown and described on the plats of the Development recorded and to be recorded by the Developer with the Recorder of Deeds for Boone County, Illinois; and

WHEREAS, the Developer is about to sell and convey lots situated within a part of the Development, but before doing so, desires to subject and impose upon the lands within the Development and the residential lots and parcels located therein, certain mutual and beneficial restrictions, covenants, conditions, easements, liens and charges (hereinafter referred to as the "Restrictions") for the mutual benefit and complement of the various lots and parcels in the Development and the future owners thereof;

NOW THEREFORE, the Developer hereby declares that all of the lots located on the lands described in Exhibit A attached hereto within the Development that are designated by the Developer, either on the record plats of said Development or otherwise, as residential in character, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, subject to such Restrictions. (Such persons being sometimes hereinafter referred to as "Owners".)

AMENDMENT

The right is hereby expressly reserved to amend, annul, waive, change, enlarge and modify any of the restrictions herein contained by the owners of a majority of the lots in Candlewick Lake Subdivision. For purposes of amendment, a land contract vendee shall be considered an owner. All such instruments executed, in writing, for the purposes herein shall be filed for record with the Boone County Recorder.

I. Residential Character of the Development.

- A. In General. Every numbered lot shown on the plats of the Development, unless otherwise designated by the Candlewick Lake Association for other uses, is a residential lot and shall be used exclusively for single family residential purposes. When used herein, the term "lot" or "lots" shall mean such numbered residential lots depicted on the plats of the Development. No structure shall be erected, placed, or permitted to remain upon any of said lots, except a single-family dwelling house.
- B. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have a Poplar Grove Certificate of Occupancy.

II. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.

- A. **Minimum Living Space Areas.** No dwelling shall be constructed on any lot in Savannah Oaks of Candlewick having less than the following minimum square footages of living space, exclusive of porches, terraces, garages, and basements. No house or dwelling shall be constructed having less than 2200 square feet for a single level home, or 2800 square feet for a multilevel home. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area that is wholly or substantially below ground level.
- B. **Set Back Requirements.** Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house shall be constructed or placed on any numbered lot in the Development unless it is within the following guidelines as follows:
- (i) **Front Yards.** The front building setback line shall be thirty (30) feet or as otherwise shown on the record plat.
 - (ii) **Side Yards.** The side yard set-back line shall be not less than fifteen (15) feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard setback line shall be as shown on the record plat.
 - (iii) **Rear Yards.** The minimum rear setback line shall be thirty (30) feet.
- C. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines.
- D. **Relationship to Existing natural and Man-Made Features.**
- (i). **Scale:** Building design must include relationship of the proposed structure to surrounding structures and site size in terms of lot coverage, height, width, and overall visual impact.
 - (ii). **Fenestration:** Building design must include relationship of exterior openings (doors, windows, etc.) the solid portions of the design and to one another compatibility with the design of the home, materials used and the manner in which the fenestration is detailed.
 - (iii). **Roofscape:** Minimum roof pitch shall be 4 in 12. Higher pitched roofs are encouraged. Mechanical equipment vents, vent covers, etc., will be considered an integral part of the design. Roof overhangs must be at least thirteen feet inside the property line. Gutters, if used, should blend with trim colors; All appurtenances protruding from the roof should be compatible with the exterior colors of the building.
 - (iv). **Elevation:** Topographic characteristics of the homesites, elevation levels of the neighboring homes, and the level of the road in front of the house are all factors which should be considered for drainage, maximum visual display and views.
 - (v). **Exterior Construction Materials:** The finished front exterior of every building shall contain a minimum of 25% brick or some other approved masonry application. No cantilevered or "floating" fireplaces will be approved.
- E. **Diligence in Construction.** Every building whose construction or placement on any numbered lot in the Development has begun shall be completed within eight (8) months from the date of issue of the permit for new home construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than

three (3) months from the time of such destruction or damage.

F. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

G. Maintenance of Lots & Improvements. The owner of each lot in the Development shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (i) Mow said lot at such times as may be required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
- (ii) Remove all debris or rubbish from said lot.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
- (iv) Cut down and remove dead trees from said lot.
- (v) Where applicable, prevent debris or foreign material from entering any body of water within the community; or when such debris or foreign material has entered a body of water from said lot, to remove the same immediately.
- (vi) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

H. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these restrictions, and any By-Laws of the Candlewick Lake Association (as it is hereinafter described and hereinafter referred to as the "Association") which from time to time may be in effect, and which may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon (if any) conform to the requirements of these restrictions. The cost therefore to the Association shall be billed to the lot and due and payable within 30 days and may be collected in the same manner as the annual charge. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

III. Provisions Respecting Disposal of Sanitary Waste, Etc.

A. No outside toilets shall be permitted, and no sanitary waste or other wastes shall be permitted to enter Candlewick Lake. Inground fuel tanks are not allowed. By acceptance of a deed, Purchaser agrees that any violation of this Section constitutes a nuisance, which may be abated by the Association (as is hereinafter described), in any manner provided in law or in equity. Further, the cost or expense of abatement (including court costs and attorneys' fees where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, any officer, agent, employee, or contractor thereon, shall be liable for any damage, which may result from enforcement of this Section.

- B. Developer will construct a central sewage system that must be used by all lots for disposal of sanitary wastes. See Paragraph IX below.

IV. General Prohibitions.

- A. Occupancy. Homes must be occupied by owner of record and members of the immediate family as defined by Candlewick Lake Association, Inc.
- B. In General. No noxious or offensive activities shall not be conducted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.
- C. Signs. No commercial or advertising signs, including "For Sale" or "For Rent" signs shall be erected or maintained on any Lot except on open house days. General Contractor signs are required by Poplar Grove on lots with homes under construction and are permitted within ECC guidelines.
- D. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets; and, in such case, such household pets shall be kept confined or attached to a leash so as not to become a nuisance.
- E. Vehicle Parking. No commercial trucks or vans, trailers, motor homes, campers, snowmobiles, recreational vehicles, boats, inoperable vehicles, unlicensed vehicles or horse carriers, or similar vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on the Lot. No automobile other motor vehicle or any of the aforementioned shall be parked or placed on any portion of a Lot other than a driveway or within a garage located on such Lot.
- F. Disposal of Garbage, Trash and Other Like Household Refuse. No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors such refuse on his lots.
- G. Pools. No above ground swimming pool shall be erected or maintained on any Lot. In-ground swimming pools will be allowed, subject to plan approval by the Environmental Control Committee. Fencing required around the swimming pool shall be of high quality material such as vinyl or wrought iron.
- H. Mailboxes. A standard United States Postal Service mailbox of a design approved by the Environmental Control Committee shall be installed on each Lot. Mailboxes will be set in pairs on one side of the street.
- I. Restriction on Construction of Model Homes, etc. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Candlewick Lake Association, Inc. (as hereinafter described).
- J. Restrictions on Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.
- K. Removal of Trees. No tree over three (3) inches in diameter may be removed from any lot in the Development without first having obtained the written consent thereto of the Environmental Control Committee.

- L. Limited Access. There shall be no access to any lot on the perimeter of the Candlewick Lake Development except from designated roads within the said Development.
- M. Ditches and Swales Shall Not be Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners, where required, shall install dry culverts between the road rights-of-way and their lots. Pavement or blacktop may extend beyond lot line into common road right-of-way without the approval of the Environmental Control Committee.
- N. Natural Prairie Restoration shall not be disturbed.

V. The Environmental Control Committee.

A. Powers of Committee.

- (i) Generally. No dwelling building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the locations of all improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information that said Committee may require. All plans, drawings, etc. required to be submitted to said Committee shall be as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section 4 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect. No grading of the lot shall be permitted without approval of the Committee.
- (ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - (aa) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions.
 - (bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;
 - (cc) The proposed improvement or any part thereof, would in the opinion of the Committee, be contrary to the interests, welfare or rights of all part of the owners of other lots in the Development.
- (iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and,

that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

- (iv) Power to Charge Fees. The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee established by the governing authority for considering the application of any person under this Section V. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the Candlewick Lake Association.
- B. Duties of Committee. The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent file. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.
- C. Composition of Committee. The Committee shall be composed of five (5) members who shall be appointed by the Board of Directors, and who shall be subject to removal by the Board at any time. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors.
- D. Liability of Committee, Etc. Neither the Committee nor any agent thereof, nor the Candlewick Lake Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.
- E. Duty of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.
- F. Easements. The Candlewick Lake Association reserves unto itself, its successors, assigns, and licensees, certain easements along, across, over, under and upon the real estate that constitutes the Development. The easements so reserved the Candlewick Lake Association are described as follows:
 - (i). Candlewick Lake Association, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement on each lot along all road rights-of-way, and a five (5) foot easement along the side and rear lines of each and every lot in the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and brush and the right to locate any guy wires, braces and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or a building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line except where a utility installation has been made or proposed.

- (ii). Candlewick Lake Association, for itself, its successors, assigns and licensees, reserves a fifteen (15) foot wide easement, along both sides of all road rights-of-way for the purpose of cutting and filling and drainage. Candlewick Lake Association further reserves unto itself, its successors, assigns and licensees, the right to cause or permit drainage of surface water over and-or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.
 - (iii). Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- G. No owner of any lot on the Candlewick Lake Subdivision shall have any claim or cause of action against Candlewick Lake Association, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

VI. Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two (2) or more contiguous lots in the Development shall be owned by the same person, and such person shall desire to use two (2) or more of said lots as a site for a single family dwelling house, he shall apply in writing to the Environmental Control Committee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions (Except as noted in Section IX to said lots, so long as the lots remain improved with one (1) single dwelling house.

VII. Ownership, Use and Enjoyment of Streets, Parks and Recreation Facilities, No Dedication of Streets, Etc.

Each street with the exception of those otherwise indicated on the record plat, and each lake, park, recreation facility including the golf course, or other amenity depicted on the recorded plats of the Development, is and shall remain private, and neither the Association's execution or Recording of the plats nor the doing of any other act by the Association is, or is intended to be, or shall be construed as a dedication to the public of any of the streets, lakes, parks, recreation facilities or other amenities. A license upon such terms and conditions as Association, its successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said streets, lakes, parks, recreational facilities and other amenities is granted to the persons who are from time to time members of the Candlewick Lake Association. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain in the Development, subject to the conditional license described above.

VIII. Savannah Oaks of Candlewick Golf Course Amenity

- A. The by-laws and rules of Candlewick Lake Association and those specific to Savannah Oaks of Candlewick must be followed. Refer to these documents attached hereto.
- B. Lots abutting on to a golf course have the following conditions and restrictions:
 - (i). No golf playing privileges are included in the purchase of a Lot.
 - (ii). Any Lot Owner adjacent to a golf course fairway may landscape that portion of their Lot adjacent to a fairway, but plans for the landscaping must be approved in advance by the Environmental Control Committee. Care must be exercised in the design of any landscaping along a fairway to insure that the landscaping, once mature, will not encroach on the golf course or the prairie restoration. No

netting, fencing, screening material, or other artificial barriers shall be erected on any Lot, whether adjacent to the golf course or any other area of the Subdivision.

- (iii). Lots and Improvements may from time to time be in the path of errant golf balls, causing damage to Improvements.
- (iv). Private golf carts are not permitted on the roads in the Subdivision or on the golf course.
- (v). Golf course maintenance schedules require that mowing, fertilizing, raking of sand traps, starting carts, running various pieces of equipment, etc, take place both early in the morning and late in the day. Acceptance of title to a Lot acknowledges an understanding of the maintenance schedule and acceptance of this condition.

C. The Board of Directors has the power to levy fees for services and reserves.

IX. Water and Sewer Services

Buyer agrees to pay to the public utility serving the Candlewick Lake Subdivision, its successors, assigns, lessees or licensees, a MINIMUM MONTHLY AVAILABILITY CHARGE approved by the ICC for water service and sewer service, and the accommodation afforded by said systems, such payments to commence upon the availability of such services in mains or lines located in front of or adjacent to the Lot and continuing thereafter so long as water or sewer service is available for use, and said AVAILABILITY CHARGES shall be payable whether or not taps or connections have actually been made to the systems and whether or not Buyer is actually using the sewer or taking water. Said AVAILABILITY CHARGE shall apply to and be charged for each Lot owned by buyer. The amount of said AVAILABILITY CHARGE, the times and methods of payment by buyer and other matters shall be as provided in Tariffs or Rate Schedules and Regulations and Conditions of Service filed by said public utility with the Illinois Commerce Commission. Upon written request in accordance with said Regulations, and Conditions and service and payment to said public utility of not less than one hundred ninety-five dollars (\$195.00) for water connections and three hundred fifty dollars (\$350.00) for sewer connections (or other amounts as approved by the Illinois Commerce Commission) a tap to the system mains and connections to the lot line will be installed by the public utility. The amount of said availability charge to another type of rate or rate structure for water or sewer service, and all other charges are subject to change by order of the Illinois Commerce Commission. Unpaid utility will become a lien upon the lot or lots served as of the date of the same became due. Buyer shall not drill or permit the drilling of a water well or installation of septic system upon his lot. Nothing in these Restrictions shall ever be construed as a limitation on the rights of any such public utility to sell and assign its property and assets in accordance with law.

X. Remedies

The Association or any party to whose benefit these Restrictions inure, its successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these restrictions in addition to and cumulative with any remedy provided for herein, or by law or in equity, as well as the right to recover damages for the breach of these restrictions: provided, however that the Association shall not be liable for damages of any kind to any person or failing.

XI. Effect of Grantee's Acceptance of Deed, Etc.

- A. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Association, with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements as they may then exist, or be subsequently amended or enacted.
- B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume, as against the Candlewick Lake Association its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Candlewick Lake and/or the golf course.

XII. Titles, Etc.

- A. The titles preceding the various paragraphs and sub-paragraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any, word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.
- B. Priority of the Lien to Mortgages, etc. The lien of the assessments or other charges provided for herein shall be superior to the lien or any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, and to any other lien or interest save general real estate taxes.

XIII. Duration.

The foregoing covenants and restrictions are to run with the land and shall be binding on all Parties and all persons claiming under them until August 18, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of a super majority (75%) of the valid votes from the members of Candlewick Lake Association, Inc.

XIV. Severability.

Every one of the Restrictions is hereby declared to be independent of and separate from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or " running" quality of any other one of the Restrictions.

Prepared and approved by the Candlewick Lake Board of Directors on August 18, 2005 Candlewick Lake Association, Inc. 13400 Hwy 76 Poplar Grove, IL 61065
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