

Willow Creek Single Family Homeowners Association

Declaration of Covenants, Conditions and Restrictions

Article I: Definitions

Section 1: "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Willow Creek Single Family Homeowners Association.

Section 3: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any reported subdivision map of the properties with the exception of the common areas hereinabove described.

Article II: Property Rights

Section 1: Owners easements – Every owner of a lot shall have a right of easement and enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (A) The right of the governing Association to charge reasonable admission and other fees for the use of any recreational facility or improvement situated upon the common area;
- (B) The right of the governing Association to suspend the voting rights and right to use of the recreational facilities or improvement by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (C) The right of the governing Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of that Association.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of that Association's members and has been recorded.

Section 2: Park, detention and lake area. Perpetual easements are hereby established in the park, detention, and lake areas for the use and enjoyment of members subject to the rules and regulations hereafter established by the Willow Creek Single Family Homeowners Association.

Articles III: Membership and Voting Rights

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Willow Creek Single Family Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: The Willow Creek Single Family Homeowners Association shall have voting membership:

Members shall be owners of lots and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

For issues concerning property owners only, a two-thirds (2/3) vote of the owners shall be required for approval by the Association.

Article IV: Covenant for Maintenance Assessments

Section 1: Creation of the lien and personal obligation of assessments. The Declarant, for each lot owned within the Willow Creek Single Family Homeowners, hereby covenants, and each owner of any lot by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to its governing Association:

- A. Annual Assessments or charges for maintenance of the common areas, and to pay to the Willow Creek Single Family Homeowners Association Special Assessments for the maintenance of the water retention improvements in the Willow Creek Single Family Homeowners Association. The Annual and Special Assessments, together with interests, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for assessments shall not pass to successors in title to the owner unless expressly assumed by them.

Section 2: Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the quality of the common areas.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum Annual Assessments shall be as follows:

Association Assessments: \$120.00 dollars per lot.

- A. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum Annual Assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the membership. The maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members of the Willow Creek Single Family Homeowners Association who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy; in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5: Notice and Quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 6: Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessment: Due dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each lot. At least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified lot have been paid.

A properly executed certificate of the Association as to the status of Assessment on a lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Non-payment of Assessment; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Said lien for Assessment shall include accrued interest, costs, and attorney's fees advanced by the Association for the collection of same.

Section 9: Subordination of the Lien to Mortgages. The Lien for Assessments provided herein shall be subordinate to any first mortgage; sale or transfer of any lot shall not affect the Assessment Lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Article V: Architectural Control

No building, fence, wall, antenna or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing by the Board of Director's of the governing Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. For more information please refer to Section 4.1 of the Willow Creek Single Family Homeowners Architectural and Landscaping Control Manual.

Article IV: General Provisions

Section 1: Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. In validation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by

not less than ninety percent (90%) of the Willow Creek Single Family Homeowners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Willow Creek Single Family Homeowners. Any amendment must be recorded.

Section 4: Annexation. Additional residential property and common area may be annexed to the Willow Creek Single Family Homeowners with the consent of two-thirds (2/3) of the Willow Creek Single Family Homeowners Association members.

Willow Creek Single Family Homeowners Association
Architectural and Landscaping Control Manual

Table of Contents

Section One	Introduction
1.1	Background
1.2	Architectural Styles
Section Two	Applicable Provisions of the Willow Creek Declaration of Covenants, Conditions and Restrictions
Section Three	Architectural Review Board and Landscape Control Committee
Section Four	Architectural Criteria
4.1	Phase I Criteria
Section Five	Landscaping Criteria
5.0	General
5.1	Design Guidelines
5.2	Suitable Plant Materials

Section One

Introduction

1.1 Background

Willow Creek is a planned development which offers diverse, private residential ownership opportunities and convenient access to its own office and commercial center. Willow Creek contains three distinct phases of development, a single-family residential subdivision with varying lot sizes and styles (Phase I), a beautifully landscaped townhome community which borders a scenic lake (Phase II), and a neighborhood office and commercial center accessible to Willow Creek residents by way of Hawthorn Lane or a new Arbor Avenue extension. Phases I, II and III are located near seven (7) acres of open land available for park and recreation purposes.

The Developer intends to preserve the secure, park-like environment of Willow Creek by the covenants and restrictions contained in the Willow Creek Declaration of Covenants, Conditions and Restrictions recorded on March 4, 1988. The Declaration specifically provides that all the real estate in Willow Creek is subject to the uses and purposes as set forth therein, and that no construction upon the lots, units or parcels shall commence without the prior approval of the Willow Creek Architectural Review Board. It also provides for the establishment of a Landscape Control Committee and various other matters, all having as their object the preservation of an aesthetically pleasing, well-maintained community.

Throughout the planning and development process, the primary objective has been to assure the preservation of the natural beauty of the open land and water-retention lake in the common areas. Parks and roads were located to accommodate the terrain and to require the removal of as few trees as possible.

1.2 Architectural Styles

The basic concept plan for Willow Creek provides for three phases of development with distinct yet compatible architectural styles. The residential and office/commercial areas of Willow Creek will reflect the quality and unique styling characteristic of existing subdivisions in West Chicago.

Phase I: The single-family residences in Phase I will be individually designed by architects to maximize the privacy afforded by the cul-de-sac street layout. One and two-story homes will be constructed on lot sizes averaging 11,000 to 13,000 feet in accordance with the guidelines contained in the Subdivision Code.

Section Two

Applicable Provisions of the Willow Creek Declaration of Covenants and Restrictions

For the convenience of readers of this manual, Section 5 of the Willow Creek Declaration of Covenants, Conditions and Restrictions has been excerpted and reproduced below. Initial study of this Section 5 of the Declaration will provide a foundation for the understanding of the subsequent elements of this manual.

Article V: Architectural and Landscaping Control

Section 1: Architectural and Landscaping Controls. The Developer shall establish architectural and landscaping controls for the purpose of preserving the beauty, quality, and value of the Willow Creek community. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commended, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until, the plans, specifications, and location of the same shall have been submitted to, and approved in writing by the Willow Creek Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria contained in the Willow Creek Architectural and Landscaping Control Manual, a copy of which is attached hereto, as the same may from time to time be amended by the Willow Creek Association.

Section 2: Architectural Review Board. Architectural Review and Control function of the Willow Creek Association shall be administered and performed by the Willow Creek Architectural Review Board (WCARB) which shall consist of five (5) members, who need not be members of the Willow Creek Association. The Developer shall have the right to appoint all of the members of the WCARB, or such lesser number as it may choose, as long as it owns at least one lot or parcel in Willow Creek, Phase I. Members of the WCARB as to whom the Developer may relinquish the right to appoint, and all members of the WCARB after Developer no longer owns at least one (1) lot or parcel in Willow Creek, Phase I, shall be appointed by, and serve at the direction of, the Board of Directors of the Willow Creek Association. At any time that the Board of Directors has the right to appoint one (1) or more members of the WCARB, the

Board shall appoint at least one (1) architect or building contractor thereto. A majority of the WCARB shall constitute a quorum to transact business at any meeting of the WCARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the WCARB. Any vacancy occurring on the WCARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Willow Creek Associations Board of Directors; except that Developer. To the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the WCARB appointed by Developer.

- A. Powers and Duties of the WCARB. The WCARB shall have the following powers and duties:
1. To recommend, from time to time, to the Willow Creek Associations Board of Directors modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Willow Creek Association at a meeting duly called and noticed at which a quorum is present and voting, notice of any modification or amendment to the Architectural Planning Criteria, including verbatim copy of such change or modification, shall be delivered to each member of the Willow Creek Association; provided that, the delivery of each member of the Willow Creek Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness of validity of such change or modification.
 2. To require submission to the WCARB of two (2) complete sets of all plans and specifications for any improvement, or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed on any lot. The WCARB may also require submission of samples of building materials proposed for use on any lot or parcel, and may require such additional information as reasonably may be necessary for the WCARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
 3. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification or change thereto, the construction, erection, performance or placement of which is proposed upon any lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the WCARB shall be submitted in writing to the Board of Directors of the Willow Creek Association, and evidence thereof

may be made by certificate, in recordable form, executed under seal by the President or any Vice President of the Willow Creek Association. Any party aggrieved by a decision by the WCARB shall have the right to make a written request to the Board of Directors of the Willow Creek Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

Section 3: Landscape Control Committee. Landscape review and control functions of the Willow Creek Association shall be administered and performed by the Willow Creek Landscape Control Committee (WCLCC) which shall consist of three (3) members, who need not be members of the Willow Creek Association. The Developer shall have the right to appoint the three (3) WCLCC members as long as it owned at least one (1) lot or parcel in Willow Creek, Phase I. Members of the WCLCC as to whom the Developer may relinquish the right to appoint, and all members of the WCLCC after Developer no longer owns at least one (1) lot or parcel in Willow Creek, shall be appointed by, and serve at the direction of, the Board of Directors of the Willow Creek Association, at any time that the Board of Directors has the right to appoint one or more members of the WCLCC, the Board shall appoint at least one (1) land planner thereto. A majority of the WCLCC shall constitute a quorum to transact business at any meeting of the WCLCC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the WCLCC. Any vacancy occurring on the WCLCC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Willow Creek Associations Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the WCLCC appointed by Developer.

- A. Powers and Duties of the WCLCC. The WCLCC shall have the following powers and duties.
 - 1. To recommend, from time to time, to the Willow Creek Associations Board of Directors modifications and/or amendments to the Landscape Planning Criteria contained in the Architectural and Landscaping Control Manual. Any modification or amendment to the Landscape Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Willow Creek Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Landscape Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Willow Creek Association, provided that, said notice shall not constitute a condition precedent to the effectiveness of the validity of such change or modification.

2. To require submission to the WCLCC proposed landscaping improvements or alterations, and to make appropriate recommendations regarding same to the Willow Creek Board of Directors. All recommendations of the WCLCC shall be submitted in writing to the Board of Directors, and in each case, a copy of the committee recommendation shall be mailed or delivered to the submitting party. Any party aggrieved by a recommendation of the WCLCC shall have the right to make a written response to the Board of Directors of the Willow Creek Association within thirty (30) days of such recommendation. The determination of the Board shall in all events be dispositive.
3. To adopt a schedule of reasonable fee for processing request or WCLCC recommendations regarding proposed landscaping improvements or alterations. Such fees, if any, shall be payable to the Willow Creek Association at the time that proposed landscaping improvements or alterations are submitted to the WCLCC for review.

Section Three

Willow Creek Architectural Review Board and Landscape Control Committee

It should be noted that Section 5.2 of the Declaration of Covenants, Conditions and Restrictions provides for the establishment of a Willow Creek Architectural Review Board (hereinafter referred to as the Architectural Review Board), for the purpose of creating a residential community in which each home is attractive and pleasing in design and for the purpose of requiring and encouraging building styles in all phases of Willow Creek to incorporate a pleasing variety of designs, materials and colors that are compatible, and blend, rather than clash.

Accordingly, the Developer has established a five (5) member Architectural Review Board, consisting of a professional staff. Each member of the Architectural Review Board has been made familiar with the master plan of development for Willow Creek, and each is sincerely dedicated to being most cooperative and helpful in working with members and their architects and builders.

The Developer has also established a Landscape Control Committee in Section 5.3 of the Declaration. The three (3) member Landscape Control Committee shall be responsible for implementing and maintaining landscaping and grading standards which will provide beauty, privacy, natural vegetation and protective screening in all areas of Willow Creek.

The rights, powers, and obligations vested in the initial Architectural Review Board and Landscape Control Committees appointed by the Developer shall be transferred to the Willow Creek Board of Trustees at the time the Developer transfers ownership of Willow Creek to the Board of Trustees. The Control Committees will then work under the direction of the Board of Trustees.

All plans for new building and landscaping construction or subsequent alterations and additions must be submitted and approved by the Architectural Review Board and/or the Landscape Control Committee prior to the application for a building permit from the City of West Chicago and/or the commencement of any such construction, alteration or addition.

Section Four

Architectural Criteria

4.1. Phase I Criteria

The following guidelines shall be applicable without limitation to all homes to be constructed on lots in Phase I of Willow Creek.

- A. All residential construction must be undertaken and completed only by experienced builders.
- B. Preliminary plans and specifications for single-family residential home construction must be submitted to the Architectural and Landscape Committee for approval. The plans should include: basic floor plan, floor elevations, exterior materials and colors, and the proposed location on the homesite. The architect should be familiar with the type of architectural styling already established in Willow Creek.
- C. All exterior architecture is to conform with structures and individual homes previously built in Willow Creek. The guiding influence will be the compatibility of the design with the already established character of Willow Creek.
- D. Exterior wall materials are to be limited to stucco, brick, stone, or wood (vertical or horizontal cedar, or approved equal). Soffits and fascia may be aluminum but require the approval of the Architectural and Landscaping Committee. Front elevations are to include substantial portions of either stone or brick. Vinyl siding will be permitted when a majority of the homes already constructed on the adjacent lots have utilized vinyl siding.
- E. Sloped roofs, 8/12 or greater are required. Flat roofs, except for occasional decks, are to be avoided.

4.1.1 Accessory uses and structures

A private residence shall be designed and built with an attached garage for the storage of vehicles. No accessory structures, or storage sheds shall be constructed, maintained, or utilized upon any lot within the Willow Creek subdivision.

A. AIR-CONDITIONERS

No window air-conditioner units will be permitted.

B. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

No dog kennels of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling unit.

No dogs and/or cats shall be allowed to run at large. Dogs and/or cats should not roam outside homeowners lot lines. Homeowners are expected to walk their pets on a leash and to clean up after their pets per City Ordinance.

Dogs and/or cats shall be limited to the number allowed by City Ordinance.

No dog runs will be allowed.

C. ANTENNAS

Exterior television antennas or radio antennas are prohibited on any lot unless fully enclosed within the dwelling unit. Dish antennas are permitted but are to be no larger than twenty-four inches (24") in diameter.

D. BASKETBALL HOOPS

Basketball hoops are to be of the free standing style. There are to be no basketball hoops attached to the front of a dwelling. Metal poles are to be kept painted.

E. CLOTHES LINES

No clothes poles or lines will be permitted.

F. DRILLING OR MINING

No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

G. EXTERNAL WIRING

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere, other than within dwellings and underground.

H. FENCES

No fences will be allowed, with two (2) exceptions. Those properties that back up against property other than Willow Creek subdivision will be permitted to erect a fence running the length of their back property line. This fence is to be consistent with the fence presently being used in Willow Creek subdivision at the 922 Willow Creek Road location.

Those properties, which backup up to the east pond area, will be allowed to install fences or devices necessary to restrict waterfowl from occupying their property. These fences must be double split rail type and wire mess can be used to prohibit waterfowl.

No fences will be approved for lots abutting the west pond area.

Approval for these two (2) exceptions must be in writing from the Architectural and Landscape Committee.

I. GARBAGE CANS

No garbage/trash, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such garbage/trash, or other waste material is to be collected and removed.

Grass clippings and other yard waste, contained within the required kraft paper bags, may be stored outdoors until the next Wednesday's pickup. Storage through winter is not allowed. Pickups start April 1st and end November 30th, as of this writing. Storage must not be visible from the street or in a location unsuitable to your neighbors.

J. GARDENS (FRUIT and VEGATABLE)

Fruit and vegetable gardens are permitted but must not exceed an area of ten feet (10') by ten feet (10'). All adjacent homeowners must submit their approval in writing to the Architectural and Landscaping Committee before approval will be granted to the homeowner by the Architectural and Landscaping Committee.

K. WALLS

The construction or erection of walls must conform to the City regulations as to setbacks and height. No such construction or erection shall be commenced without the prior approval of the Architectural and Landscape Committee

L. MAILBOXES

It is desired that mailboxes be wood on wood supports. Brick/stone monument type mailboxes are also acceptable. Metal mailboxes on metal support poles are strongly discouraged. New or replacement mailboxes are to be wood on wood supports or of the brick/stone monument type.

M. PLAY EQUIPMENT

Children's play equipment (i.e. playhouses, swing sets, sandboxes) must be approved by the Architectural and Landscaping Committee. Areas used for these play items must not exceed one-third (1/3) of back yard. The approved materials of construction are wood or plastic.

Playhouses may not be used for storage of any personal belongings.

N. POND FRONTAGE

Under no circumstance will any structures, whether permanent or temporary, be permitted which extend into or are designed such that they can extend into water areas, (i.e. docks, boathouses).

O. RECREATIONAL/COMMERICAL VEHICLES

No trailer, boat, tractor, truck, motorcycle, mobile home/RV, airplane, snowmobile or commercial vehicle shall be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in the garage on the lots. No more than four (4) licensed and operating automobiles may be parked in the driveway on a regular basis. Parking of vehicles on any other portion of the lot other than the garage or driveway shall be prohibited.

Short-term parking of recreational vehicles in driveway will be permitted for a duration, not to exceed one (1) week per season (spring, summer, fall, winter).

As used herein, the term “commercial vehicles” shall include, without limitation, all automobiles, station wagons, vans, trailers, trucks or vehicular equipment bearing signs or which have printed thereon a reference to any commercial activity or which contain commercial equipment open to public view.

P. SIGNS

No extended purpose signs of any kind shall be displayed on any lot except for one (1) sign to advertise the property is for sale. All signs shall be maintained in good condition and shall be removed at such time as their purpose has been satisfied. Special purpose signs (i.e. garage sale) may be displayed for a period not to exceed three (3) days.

Q. SOLAR COLLECTORS

Solar collectors which are visible must be carefully designed to relate to the architectural design of the home in which they are placed. Solar collectors must be aesthetically integrated into the design forms when exposed to view and must be hidden from view wherever possible. Any building with solar systems must be pre-approved by the Architectural and Landscaping Committee prior to the commencement of construction.

R. SWIMMING POOLS

No above ground swimming pools, excluding children’s wading pools, shall be erected, placed, or utilized on any lot. In ground swimming pools must be submitted and approved by the Architectural and Landscaping Committee. They will be subject to restrictions relating to surface vs. ground level, fence types, and location. Solid, privacy fences will not be allowed.

Section Five

Landscape Criteria

5.0 General

The Architectural and Landscape Committee shall be responsible for implementing and maintaining landscaping and grading standards, which will provide beauty, privacy, natural vegetation and protective screening in all areas of Willow Creek.

It shall be the responsibility of each homeowner to properly landscape and maintain their respective lot, including the parkway area adjoining the lot. Each homeowner shall have the duty of landscaping the disturbed areas of the lot and parkway as soon as reasonably possible after an Occupancy Permit has been issued. In all cases sodding and/or seeding of front yards and disturbing areas must take place within sixty (60) days of the issuance of said Occupancy Permit, weather permitting. Homeowners shall be responsible for keeping their lot clear of refuse and debris. Noxious weeds shall be removed. All areas shall be kept mowed to a height not to exceed eight inches (8"). Woodland vegetation may be kept natural. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots.

The following design guidelines will be applicable to all landscape plan reviews by the Architectural and Landscape Committee. All landscaping plans are to be reviewed and approved by the Architectural and Landscape Committee, this includes converting existing lawn areas to planted/landscaped areas.

Changes within an existing landscaped area are not subject to review or approval. This includes replacing, removing, or moving trees or bushes within the area. The planting of annual and perennial flowers and/or plants in any already established landscaped area of the homeowners property does not require approval.

5.1. Design Guidelines

- A. Every effort must be made to retain all existing plant material in their natural state.
- B. All landscaping should be compatible in degree and design with the existing character previously established in Willow Creek
- C. All storm run off will be carried toward previously engineered swales and retention areas, or system sewers.
- D. Air conditioners, utility boxes and meters, and special use areas are to be screened with plantings from views of adjoining properties.

- E. No improvements are permitted in the front of the lot unless said improvements, such as driveways; walks and landscaping are approved in writing by the Architectural and Landscaping Committee. This also applies to the corner side yard for corner lots.

5.2. Suitable Plant Materials

The following plants are recommended for consideration by the Willow Creek Developer. These plants are relatively insect and disease free, and require little maintenance (pruning, fertilizing). Additional varieties may be used in Willow Creek.

5.2.1 SHADE TREES

Norway Maple (*Acer Platanoides*) 50 - 60'
Red Maple (*Acer Rubrum*) 40-50'
Marchall's Seedless Green Ash (*Fraxinum Pennsylvanica*) 50-60'
Thornless Hineylocust (*Gleditsia Triacanthos Inermis*) 60-70'
Pin Oak (*Quercus Palustris*) 50-60'
Red Oak (*Quercus rubra*) 50-60'
Weeping Willow (*Salix Alba ÔTristis*) 60-70' Ponds only
American Linden (*Tilia Americana*) 60-70'
Lettleleaf Linden (*Tilia Cordata*) 50-60'
Crimean Linden (*Tilia Euchlora*) 50-60'

5.2.2 ORNAMENTAL TREES

Black Alder (*Ainus Glutionsa*) 20-25'
Serviceberry (*Amelanchier Canadensis*) 15-25'
River Birch (*Betula Nigra*) 40-50'
Katsura Tree (*Cercidiphyllum Japonicum*) 20-30'
Redbud (*Cercis Canadensis*) 15-25'
Cockspur Hawthorn (*Crataegus Crusgalli*) 20-25'
Washington Hawthorn (*Crataegus Phaneopyrum*) 20-25'
Saucer Magnolia (*Magnolia Siulangeana*) 20-25'
Star Magnolia (*Magnolia Stellata*) 15-25'
Flowing Crabapple (*Malus Species*) 30-40'
Quaking Aspen (*Populs Tremulodes*) 30-40'
European Birdcherry (*Prunus Padus*) 25-30'

5.2.3 EVERGREEN TREES

White Fir (*Abies Concolor*) 30-40'
Colorado Spruce (*Picea Pungens*) 50-60'
Austrian Pine (*Pinus Strobus*) 40-50'
Scotch Pine (*Pinus Sylvestris*) 30-40'
Douglas Fir (*Pseudotsuga Mensiesii*) 40-50'

5.2.4 SHRUBS FOR SOUTHERN EXPOSURE (SUNNY)

Green Barbery (*Berberis Thunbergii*) 4-7'
Red Dogwood (*Cornus Baileyi*) 5-8'
Peking Cotoneaster (*Cotoneaster Acutifolia*) 8-12'
Spreading Cotoneaster (*Cotoneaster Divaricata*) 5-7'
Dwarf Burningbush (*Euonymus Alatus Compactus*) 5-7'
Border Forsythia (*Forsythia Intermedia*) 7-10'
St. John's Wort (*Hypericum Prolificum*) 2-3'
Junipers (*Juniperus Species*) 1-8'
Mugo Pine (*Pinus Mugo Mugo*) 2-3'
Bush Cinquefoil (*Potentilla Fruticosa*) 2-4'
Cutleaf Sumac (*Rhus Lancianata*) 7-10'
Anthony Waterer Spirea (*Spirea Bumalda* 'Anthony Waterer') 2-4'
Snowmound Spirea (*Spirea Nipponica*) 2-4'
Persian Lilac (*Syringa Persica*) 6-10'
Koreanspice Viburnum (*Viburnum Carlesii*) 6-9'
Arrowwood Viburnum (*Viburnum Dentatum*) 8-12'

5.2.5 SHRUBS FOR NORTHERN EXPOSURES (SHADY)

Chokesberry (*Aronia Species*) 5-8'
Green Barberry (*Berberis Thunbergii*) 4-7'
Red Dogwood (*Cornus Baileyi*) 5-8'
Grey Dogwood (*Cornus Racemosa*) 7-10'
Dwarf Forsythia (*Forsythia Compacta*) 2-4'
Jetbead (*Rhodotypos Scandens*) 3-5'
Yews (*Taxus Species*) 3-5'
Coralberry (*Symphoricarpos Orbiculatus*) 3-5'
Arborvitases (*Thuja Species*) 5-20'
Arrowwood Viburnum (*Viburnum Dentatum*) 8-12'
Nannyberry Viburnum (*Viburnum Lentago*) 8-12'

5.2.6 GROUND COVERS

Carpet Bugle (*Ajuga Reptans*) 6-12" Sun/Shade
Dwarf Cotoneaster (*Cotoneaster Apiculata*) 18-24' Sun
Purpleleaf Wintercreeper (*Euonymus Fortunei Coloratus*) 6-12" Sun/Shade
Baltic Ivy (*Hedera Helix "Baltica"*) 6" Shade
Japgarden Juniper (*Juniperis Procumbens*) 18-24" Sun
Sargent Juniper (*Juniperus Chinensis Sargentii*) 12-18" Sun
Japanese Spurge (*Pachysandra Terminalis*) 6-8" Shade