EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

LOTS 1 TO 71, BOTH INCLUSIVE, AND “PARCELS” 1 AND 2 IN SUNSET VIEWS, IN THE VILLAGE OF LILY LAKE, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 3, 2004 AS DOCUMENT 2004K016122.
EXHIBIT "B"

ARTICLES OF INCORPORATION

(THE ARTICLES OF INCORPORATION SHALL BE FURNISHED TO EACH LOT PURCHASER AT CLOSING)

(ASSOCIATION IN FORMATION)

(NO ATTACHMENT)
BY-LAWS
OF
SUNSET VIEWS HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME

The name of this Association is the Sunset Views Homeowners' Association.

ARTICLE II
DEFINITIONS


Section 2. "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subjected to the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its Members, and replacement of or for any of the foregoing.

Section 4. "Lot" shall mean any plot of land designated by a numeral upon any recorded subdivision map of The Properties whether vacant or having a Single Family Residence thereon, but shall not include any plot designated as an "outlot."

Section 5. "Owner" shall mean (i) the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Single Family Residence situated upon the
Properties; (ii) the contract purchaser for any Lot or Single Family Residence situated upon The Properties; and (iii) the beneficiary or beneficiaries under any title-holding land trust.

Section 6. "Board" means Board of Directors of the Association.

Section 7. "Declaration" means the Declaration of Covenants, Conditions and Restrictions by Developer and any Supplemental Declaration as referred to therein, recorded with the Recorder of Deeds of Kane County, Illinois, with respect to which the Lots will be made subject.

Section 8. All other terms used herein shall have the meaning set forth in or as defined in the Declaration as said Declaration may be amended from time to time.

ARTICLE III
OFFICES

Section 1. Registered Office. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

Section 2. Principal Office. The principal office of the Association shall be maintained on the Property at the residence of the Association secretary from time to time, or at the principal office of the Developer, at the election of the Association.
ARTICLE IV
MEMBERSHIP

Section 1. Membership. The Developer shall be a member of the Association so long as Developer remains an owner of any Lot subject to the provisions of the Declaration. Every person or entity except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of the Declaration or any Supplemental Declaration and which is subject to assessment by the Association shall be a member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of such Lot.

Section 2. The Developer shall appoint the initial Board of Directors of the Homeowners' Association. Thereafter the Directors shall be elected by the membership as provided in the Declaration and the By-Laws.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days. However, such suspension shall not reduce the required vote for any action specified in the Declaration or these By-laws.

Section 4. The rights of membership are subject to the payment of annual assessments levied by the Association in the amount and manner as provided in these By-Laws, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Property against which such assessments are made as provided in the Declaration.
ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF COMMON PROPERTIES

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by Article VII of the Declaration, subject to reserved rights as stated therein.

Section 2. Any Member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the secretary in writing of the name and relationship of any such person. The rights and privileges of such person are subject to suspension as stated herein to the same extent as those of the Member.

ARTICLE VI
EVIDENCE OF MEMBERSHIP

A certificate of membership in the Association may be issued to Members in such form as the Board may determine. Failure to issue such a certificate shall not affect the rights of a Member.

ARTICLE VII
ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized to accept and hold title to the Common Properties within the development which will be conveyed and transferred to it from time to time by Developer in accordance with the Declaration; to maintain and administer the Common Properties as provided by the Declaration; to administer and enforce the Covenants and Restrictions as set forth in the Declaration; and to collect and disburse the assessments and charges as provided in the Declaration.
Section 2. Subject to the provisions of the Declaration, and to the extent provided by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes.

Section 3. Assessments maybe made only by the Association, and, provided, that no assessment shall be made prior to the year 2004 and that no assessments shall be made in any event until the provisions of Article VIII of the Declaration of Covenants, Conditions and Restrictions have been complied with. The Board of Directors of the Association, by resolution adopted in the manner provided in these By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed 10% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in these By-Laws of the Association, or as otherwise provided in the Declaration.

Section 4. The Association may exercise any powers conferred upon it by law subject to any limitation or restriction imposed in its Articles of Incorporation, or by the Declaration.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors who need not be Members of the corporation only so long as the Developer shall have the right to appoint or elect any Director. The Board shall be three (3) members initially appointed by the Developer, and thereafter elected or appointed by the membership as provided in the Declaration. The initial Directors shall be the persons named in the Articles of Incorporation. Each initial Director shall hold his office for an initial three year term. Thereafter the Directors shall be elected at the annual meeting of the Association, or in the absence of such election, and until his successors shall have been elected and qualified. The Directors elected at the first annual meeting of the
Association, shall be nominated and elected for a term of two years, and until their respective successors are elected and qualified.

ARTICLE IX
ELECTION OF BOARD MEMBERS

Section 1. Subject to the provisions of Article VIII of the Declaration with regard to Developer appointment of Directors, election to the Board shall be by written ballot as hereinafter provided. Nomination and election of Directors shall be by a majority of those qualified and casting votes at a meeting expressly called for such purpose of the membership. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest number of votes shall be declared elected.

Section 2. Nominations for election to the Board may be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman who shall be a member of the Board and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Article IX, Section 5 hereof, and shall be made in advance of the time fixed in Article IX, Section 5 for the mailing of such ballots to Members.
Section 5. All elections of the Board shall be made on written ballot which shall:

(a) Describe the vacancies to be filled;

(b) Set forth the names of those nominated by the Nominating Committee for such vacancies; and

(c) Contain a space for a write-in vote by the Members for each vacancy.

Such ballots shall be prepared and mailed by the secretary to the Members at least thirty (30) and not more than forty (40) days in advance of the date set forth therein for return ballots (which shall be a date not later than the day before the annual or special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Article IX, Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary at the address stated in the ballot transmittal.

Section 7. Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of three (3) Members appointed to the Board. The Election Committee shall then adopt a procedure which shall:
(a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member by his proxy identified or the outside envelope containing them;

(b) That the signature of the Member or his proxy on the outside envelope is genuine; and

(c) If the vote is by proxy that a proxy has been filed with the secretary as provided herein and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE X
POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

(a) To call special meetings of Members whenever it deems necessary and shall call a meeting at any time upon written request of one-fourth (1/4) (18 members) of the membership.

(b) To appoint and remove at pleasure all officers, agents or employees of the Association, prescribe their duties, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the
Association in any capacity whatsoever. All officers or directors shall serve without compensation except that actual out-of-pocket expenses may be reimbursed.

(c) To establish, levy, assess and collect the assessments or charges referred to in Article X of the Declaration.

(d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon, except that such power shall be strictly limited to those matters where rules and regulations are specifically authorized in the Declaration.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those, if any, reserved to the Members in the Declaration or in the Articles of Incorporation.

(f) In the event that any Member of the Board shall be absent from three (3) consecutive regular meetings, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or, at any special meeting, when requested by the Members.

(b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
(c) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.

(d) To make annual assessments against the Members and to collect the same and create and enforce liens with respect thereto as provided in the Declaration. No assessment shall be made for any year prior to the year 2004. The Amount of the assessment for each year and the time for payment thereof shall be fixed by resolution of the Board and sent to each Member with the notice of annual meeting of Members for such year.

(e) The Board may increase the amount of the annual assessment for any year after in an amount greater than 10% of the amount of the assessment for the preceding year upon approval by vote of Members at the annual meeting of Members of a majority of the Members present and voting at said meeting, in person or by proxy, in the following manner: Prior to any such annual meeting the Board shall adopt a budget for such year to be presented for approval by Members at such meeting, which budget as adopted shall be sent to the Members with a notice of such meeting. If such budget is approved by the Members, the Board may levy an assessment for such year in an amount sufficient to meet the provisions of such budget.

ARTICLE XI
DIRECTORS' MEETINGS

Section 1. Commencing with the year 2004, a regular meeting of the Board shall be held immediately following the annual meeting of Members for the purpose of electing officers and transacting any further business.
Section 2. Special meetings of the Board shall be held when called by the President or any two Directors upon not less than three (3) days' notice setting forth the business to be transacted at the meeting.

Section 3. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present; or, if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. A majority of the Board shall constitute a quorum.

Section 5. Any action required by law or these By-Laws to be or which may be taken at a meeting of the Members or Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members or Directors, as the case may be, entitled to vote with respect to the subject matter.

ARTICLE XII
OFFICERS

Section 1. The officers shall be a president, a vice president, a secretary/treasurer. The president and vice president shall be members of the Board.

Section 2. Officers shall be chosen by a majority vote of the Board.

Section 3. All officers shall hold office at the pleasure of the Board.

Section 4. The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written documents.
Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary/treasurer shall be ex officio the secretary of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with addresses as registered by such Members.

Section 7. The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. By resolution the Board shall designate the officer or officers who may sign checks on behalf of the Association.

Section 8. The secretary/treasurer shall, keep proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual balance sheet statement for consideration by the Board.

**ARTICLE XIII**

**COMMITTEES**

Section 1. The standing Committees of the Association shall be the Nominations Committee and an Audit Committee. When the Developer tenders assignment to the Association of the functions of the Architectural Review Committee established pursuant to the Declaration, the Association shall consider the Architectural Review Committee as a standing Committee.
Unless otherwise provided herein, each Committee shall consist of a chairman and two (2) or more Members, and shall include a Member of the Board for Board contact. The Committees shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board may appoint such other Committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Section IX hereof.

Section 3. When the Architectural Review Committee shall have been created, its duties and functions shall be the same as those of the Architectural Review Committee as established in the Declaration.

Section 4. The Audit Committee shall supervise the annual audit of the Association's books and prepare and present to the Board the Association's annual budget. The treasurer shall be an ex officio Member of the Audit Committee.

Section 5. With the exception of the Nominations Committee and the Architectural Review Committee each Committee shall have power to appoint a subcommittee and to delegate thereto any of its powers and duties.

Section 6. It shall be the duty of each Committee to receive complaints from Members of any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee, Director or Officer of the Association as is further concerned with the matter presented.
ARTICLE XIV
MEETINGS OF MEMBERS

Section 1. A regular annual meeting of Members shall be held on the first Monday in April in each year after the incorporation of the Association, for the purpose of electing Directors and taking action with respect to any other business noticed for the meeting.

Section 2. Special meetings of Members for any purpose may be called at any time by the president, vice president, secretary or treasurer, or by any two (2) Members of the Board, or upon written request of one-fourth (1/4) of total Members.

Section 3. Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article VII herein or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, in person or by proxy, 51% of the votes of Members entitled to vote shall constitute a quorum for any action governed by these By-Laws, except as otherwise may be required by the Articles of Declaration, or applicable law.
ARTICLE XV
PROXIES

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months from date thereof, and every proxy shall automatically cease upon sale by the Member of his Lot which obligates his membership.

ARTICLE XVI
LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS

Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors or Officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the owners or the Association, or arising out of their status as Directors or Officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, in which any such director or officer may be involved by virtue of being or having been such Director or Officer, provided, however, that such indemnity shall not be operative with respect to any acts or
omissions as to which such person is adjudged to be guilty of gross negligence or fraud in the performance of his duties as such Director or Officer.

**ARTICLE XVII**
**BOOKS AND PAPERS**

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

**ARTICLE XVIII**
**CORPORATE SEAL**

The Association shall have the seal in circular form having within its circumference the words "Sunset Views Homeowners' Association" or any abbreviation thereof approved by the Board.

**ARTICLE XIX**
**AMENDMENTS**

These By-Laws may be amended at regular or special meeting of the Board, except as otherwise may be provided in the Articles of Incorporation, except that no such amendment shall be made which would conflict with the provisions of the Declaration.

**EXHIBIT "D"**

**COMMON PROPERTIES MAINTENANCE AGREEMENT**

**COMMON PROPERTIES MAINTENANCE AGREEMENT**
AGREEMENT made between SUNSET VIEWS, LLC, (the "Developer") and the SUNSET VIEWS HOMEOWNERS' ASSOCIATION, an Illinois not for profit corporation (the "Association"):  

ARTICLE I
RECEITALS

Section 1. The Developer owns approximately 129 acres, more or less, of land located in Lily Lake, Kane County, Illinois, and proposes to develop said property as a private planned residential community with land uses as generally described in the General Plan of Development.

Section 2. A Declaration of Covenants, Conditions and Restrictions (the "Declaration") with respect to the Properties in the Project provides that Developer will construct and create certain storm water detention facilities and other amenities and that Developer will convey and transfer the same as Common Properties to be held for the benefit of the members of the Association which Developer has caused to be created as a nonprofit corporation under the laws of Illinois for the purpose.

Section 3. The purpose of this Agreement is to define Developer's obligations with respect to the construction, creation and transfer of the Common Properties to the Association.

NOW, THEREFORE, the parties mutually agree as follows:
ARTICLE II
OPEN AREAS

Section 1. Developer has caused to be recorded with the Recorder of Deeds, Kane County, Illinois, a plat of subdivision. Said plat has designated thereon certain roads, retention areas and other land which Developer intends to convey to the Association as Common Properties.

Section 2. Developer agrees to transfer to the Association by appropriate instrument, free and clear of encumbrances, the areas designated as common properties, open space, detention and retention areas on the plat of subdivision, and the Association agrees to accept such transfer and to hold and maintain such lands and areas as Common Properties for the benefit of its members in accordance with the provisions of the Declaration.

Section 3. It is understood that, as set forth in the Declaration, the Developer reserves and will reserve, for itself, its successors, and assigns certain rights with respect to the Common Properties and that the Association will accept such Properties subject to such reserved rights.

ARTICLE III
DEVELOPER'S OBLIGATION TO MANAGE AND MAINTAIN COMMON PROPERTIES

Section 1. Until December 31, 2004, or one (1) year after recordation of the Final Plat of Subdivision, whichever period shall be greater, Developer agrees to supervise, manage and maintain in a good sightly and workman like manner the Common Properties which it transfers to the Association from time to time. The services required for such purposes, as
Developer in its sole discretion shall determine, shall be provided by Developer at its expense, and may be performed either by Developer or independent contractors selected by Developer.

ARTICLE IX

STREET LIGHT AND COMMON ELECTRICAL MAINTENANCE

Street light maintenance, Common Area electrical maintenance, and associated fees for energy usage in Common Areas shall be the responsibility of the Homeowner’s Association until such time that the Village of Lily Lake assumes responsibility, if ever.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER DEVELOPER:

SUNSET VIEWS, LLC

Subscribed and sworn to before me this _____ day of _________________, 2004

SUNSET VIEWS HOMEOWNER’S ASSOCIATION, an Illinois not-for-profit corporation

Notary Public

By:

President

ATTEST:

Secretary

Revised 2/17/04
EXHIBIT "E"

ARCHITECTURAL GUIDELINES AND BUILDING REQUIREMENTS
FOR SUNSET VIEWS HOMEOWNERS' ASSOCIATION

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ARCHITECTURAL GUIDELINES & BUILDING REQUIREMENTS
IN SUNSET VIEWS

PURPOSE

The purpose of this pamphlet is to outline for property owners, their architects and builders, information which will be helpful in the design and construction of homes in Sunset Views. This pamphlet and the material contained in the Homeowners' Manual should be carefully studied before design work is started. Discussion of design considerations is encouraged.

BACKGROUND

Sunset Views is a residential community which has been professionally planned to provide residents a pleasant and relaxing environment in which to live. Included within the
community are areas dedicated permanently as open space. Great care has been taken in planning and locating the open areas in order that they might be readily accessible, functional and provide, where possible, visible amenities for residents.

THE ROLE OF ARCHITECTURE

In the initial planning of Sunset Views, the subject of architecture received thoughtful consideration. It was recognized that the community would be one of custom homes built over a period of time as opposed to a few selected models built by one builder. It was further recognized that the setting is in a country atmosphere and that great variety may exist in the features of individual home sites. A decision was therefore made that no specific style of architecture would be chosen as the absolute standard for Sunset Views. Instead, it was felt that flexibility should be retained and that personal taste and the individual site should dictate the way in which architecture would best reflect nature's forms, colors, and textures. Design solutions foreign to and not consistent with natural surroundings are to be avoided.

PLANNING YOUR HOME

The building of a home in Sunset Views should be an exciting and enjoyable experience. For many property owners it will represent one of the major investments made in their lifetime. Because every building site in Sunset Views presents a different and interesting opportunity, it is important to secure the advice and services of a competent professional. If it is not feasible for you to work with an architect, you should deal with a custom builder who has design capabilities and a demonstrated record of success in the field.

ARCHITECTURAL REVIEW

In order to protect and enhance property values in Sunset Views, certain standards and requirements have been established with respect to building activity. A Declaration of Covenants, Conditions and Restrictions was recorded which contains a section specifying that all plans for new construction or subsequent alterations must be submitted and approved prior to the
application for a building permit. The review and approval of these plans is the responsibility of the Architectural Review Committee appointed by the Board of Directors of the Homeowners' Association.

ARCHITECTURAL REVIEW COMMITTEE PROCEDURE

In order to discharge their responsibilities, the Committee requires that you submit, in advance of building, three (3) copies of your plans for review and approval. The house plans should be at scale and include floor plans as well as elevation drawings of all exterior sides. A complete description of all exterior surfaces specifying material, texture, and color shall be indicated on the drawings. Fences, screens and walls (discussed in a later section) must also be depicted on the drawings and described in detail. A recap of the total number of square feet of livable interior heated/air, conditioned floor space should also be shown.

Also required is a detailed site plan and landscaping plan as well as brick and roof samples. This site plan must show the position of all proposed structures, including the residence, walls, fences, etc. It should also show the location of easements, the proposed location of driveway and parking areas, and indicate any trees with a diameter at the base of four (4") inches or greater which are proposed to be removed.

The Committee has a period of 90 days in which to review and take action on plans. Every effort will be made to expedite the review process in a shorter period of time. Plans and material samples shall be delivered to Sunset Views, LLC, c/o Thomas N. Castronovo, 24 South Second Street, St. Charles, IL 60174 or the designated successor or agent, with a check for a one-time review fee of $150.00, payable to Sunset Views Homeowners' Association.

Upon receipt of the plans, the Committee will make a preliminary review and then call for an on-site meeting. Those in attendance should be the owner, architect, builder and Architectural Review Committee designate. The purpose of the meeting is to:

1. Review the site plan.
2. Review submitted plans for compliance with overall architectural guidelines.

Upon approval, the Architectural Review Committee will submit a written confirmation to you indicating their approval with the appropriate stamp of approval recorded on them. In the event your plans are not initially approved, you may submit revisions at no additional charge. Written approval by the Committee is required in order to obtain a building permit from the Village of Lily Lake.

At least one additional on-site meeting will be subsequently held with the above people. The purpose of this meeting will be to review the site after the builder has "field-staked" the house and before any tree removal or excavation is started. This is an important meeting from the viewpoint of the owner since it is the last opportunity to make site adjustments.

Inspections may be periodically made by someone designated by the committee as work progresses. These procedures are not designed to substitute for inspections by you, your architect, or others. They are designed to insure compliance with approvals granted by the committee for the mutual protection of all.

ARCHITECTURAL CRITERIA

The criteria as outlined below reflect the exterior architectural elements which should be considered in the design and positioning of your home on the home site. The Architectural Review Committee uses these general guidelines in the plan review process.

1. Size of Home

The Declaration of Covenants, Conditions and Restrictions ("Declaration") specifies that one-story homes must have a minimum enclosed ground floor living area of at least 2,200 square feet. Multi-story homes must have a minimum living area of 2,650 square feet in total, with a minimum of 1,400 square feet on the first floor. Minimum living area is defined as those areas that are heated and/or air conditioned, excluding in all events
garages, basements, patios, decks and breezeways. Rooms lower than grade level are not considered living area. In addition, areas under sloping ceilings with less than seven (7) feet of head room are not considered floor space. All homes must have a basement covering at least fifty percent (50%) of the ground level area, excluding garage, subject to the provisions of Article V, Section 36 of the Declaration. The balance of the area below the ground floor area, excluding garage, shall be crawl space. No slab foundations are permitted.

2. Styling

As previously indicated, no one architectural style has been specified for Sunset Views. However, care should be exercised in style selection so that it will blend with the country setting and with the surrounding environment, including neighboring homes. Traditional and contemporary styles are considered quite appropriate. Care should be taken to avoid styles which do not have distinctive character. In all cases, care should be taken in following through on detailing to achieve authenticity.

3. Exterior Siding Materials and Colors

The choice of exterior material and color is extremely important. The house style will, in most instances, dictate the appropriate range of material and color. Within the acceptable ranges will be sufficient latitude for personal preferences. Care should be taken to avoid the use of an excessive number of different materials (giving a cluttered feeling) and materials or colors with highly reflective characteristics. Only brick and/or cedar/redwood siding is permitted. Aluminum siding is prohibited. At least seventy five (75%) percent of the exterior must be stone, brick or other similar acceptable material, dryvit and stucco excluded, within the discretion of the developer, as provided in the Declaration.

Some settings in Sunset Views may lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and
permits the outside to become an integral part of the home. On some homes, shutters may add considerably to the overall appearance. Care should be taken to see that shutters are sized to fit window openings and mounted so as to give a functional appearance. Window mullions (either permanent or detachable) may also be used to accent styling and building authenticity. Because of the high visibility factor on many home sites, care should be taken to avoid blank walls or unbalanced window placements.

4. Roofscape

One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design, as well as to the color and texture of the roofing material. Roofs with a significant pitch are normally most desirable. Flat roofs are to be avoided. Mechanical equipment, vents, vent covers, etc., will be considered an integral part of the design and should be treated as such. Cedar shakes or cedar shingles are preferred roofing materials, however, other materials are acceptable, if texture and color are satisfactory. Roof peaks are limited to thirty (30) feet in height and roof overhangs must be at least ten (10) feet inside the property line. The roof pitch must be at least 8/12.

5. Garages

The garages should be designed as an integral part of the house. The garages should be oriented so that doors will be screened and not visible from the street. Garage doors should be of the overhead type and preferably made of wood. Separate doors will often give a better overall appearance and result in a minimum exposure of interior contents when a door is open. The garage must have a minimum of 900 square feet and have a minimum capacity of two cars and a maximum capacity of four single garage overhead doors. Garages should be side loaded, if feasible, considering the topography of the lot and the desire to preserve existing trees.
6. Driveways

Driveways should be carefully located for practicality as well as overall aesthetic appearance. In some cases, it may be desirable to create a two or three car parking zone which can double as a turn-around area. Where driveway lengths are unusually long, gentle curves will enhance the overall appearance. Circular drives may enhance the appearance of your home's entrance; however, careful consideration should be given to functional usage and potential disturbance to nearby trees' root systems.

7. Fences and Screens

Fences or screens must be used to screen air conditioning equipment, utility and garbage areas, patio and swimming pools. As with all elements, the fence should enhance, rather than detract from the overall appearance of the property. The Committee encourages the use of rough hewn woods, or natural plantings as fencing and screening materials. See also Article V, Section 21 of the Declaration.

8. Landscaping

Proper landscaping adds the finish touch to your home. See Article V, Section 18 of the Declaration of Covenants. You will be responsible for planting any trees required by the Declaration or the Annexation Agreement, including parkway trees. We recommend that you obtain advice from a landscape architect or experienced landscaper and have a master planting plan prepared. This will serve as a guideline for initial as well as subsequent landscaping. Site planning and clearing should be accomplished, insofar as is feasible, in a manner which respects and preserves the existing natural trees, vegetation and land contours.

We encourage the use of native plant materials whenever possible and suggest that exotic horticultural varieties be limited to courtyards or other secluded areas. No trees may be planted that violate existing Village Subdivision Regulations.
Mulch, such as paygro, peat moss, or bark is a good investment to supplement plantings.

Such features as statues and chain link or wire fencing which are not harmonious with the natural setting will not be permitted. Grounds lighting fixtures should be carefully selected for compatibility. Such lighting should be subdued so as not to be objectionable to adjacent property owners.

OTHER MATTERS

1. Elevation

The top elevation of the foundation is a decision which should be carefully evaluated by experienced personnel. The topographic characteristics of the home site, elevation levels of neighboring homes, and the level of the crown of the street in front of the house are all factors which should be considered. The objective is to achieve positive drainage, display the home to maximum benefit, capture the best views from the interior and take advantage of any opportunities for effectively utilizing basement areas. In some instances it may be desirable to place additional fill dirt on the site to achieve these objectives. A designated member of the committee will meet on site with the owner and builder to consult on this matter.

2. Permits

Before construction begins, it will be necessary to obtain permits from Village of Lily Lake, and other governmental authorities. No permits can be obtained unless you have first obtained the written approval of the Architectural Review Committee. It also will be necessary to make appropriate arrangements for connection of various utilities. These tasks are most frequently handled by your builder who is acquainted with the requirements. We recommend that you reach an understanding on this matter before signing a contract with your builder.
3. Maintenance of Construction Site

The general contractor is ordinarily responsible for seeing that the construction site is continually maintained in a clear condition. However, owners are equally responsible under Village Ordinances for such maintenance. We fully recognize the problems inherent in policing the clean-up of construction waste and its ultimate disposal. However, if the proper attention is regularly given to this matter, we will avoid the problems of unsightly conditions and refuse blowing on to other properties in the residential area.

4. Signage

The general contractor may erect a sign with his name (and the owner's name, if desired) in accordance with Village ordinances. This sign must be removed immediately after completion of construction.

5. Protection of Trees

No trees should be removed if at all possible, and cannot be removed until you have received a building permit from the Village. Great care should be taken on wooded lots to protect existing trees. Oaks have particularly sensitive root structures and may be killed by exposure of roots or heavy equipment working too close to the tree.

6. Employee Parking

Contractors' employees should park on the construction site whenever possible. If it is necessary to park on roadways, please request that all vehicles be parked on the lane nearest the lot in a single line so as not to obstruct traffic for property owners and cause any damage to the shoulders and ditches. Avoid parking on the seeded shoulders, particularly during periods when ground conditions are wet. Any damage caused must be
replaced by the general contractor of subcontractor and be restored to the original condition.

7. Plan Alteration

The Committee realizes that during construction it may be advantageous to make minor adjustments to approved plans; however, before any changes are made, it is the responsibility of the property owner to present any alterations to the Architectural Review Committee for approval.

8. Guidelines Incorporated in Covenants

It is intended that these Architectural Guidelines be incorporated in the Declaration of Covenants, Conditions and Restrictions as if fully set forth. In the event of any conflict between the Declaration and these Guidelines, the provisions of the Declaration shall control.

SUMMARY OF POINTS FOR CONSIDERATION

I The concept of architectural control and review is designed to benefit the owner and his neighbors by helping to protect and enhance property values.

II The function of the Committee is one of control yet an important part of their objective is to be as helpful to you as possible.

III Feel free to discuss the contents of this pamphlet with the committee at any time, preferably in advance of final decisions on your part if any questions exist.
IV You will be rewarded with future satisfaction by paying careful attention to details in the initial planning of your home. Professional assistance, if used, will be a small percentage of overall costs yet can yield good dividends.

V Reserve adequate funds in your budget to appropriately landscape the house.
EXHIBIT “F”

LANDSCAPE SPECIES LIST

Lot 1: 4 ACER FREEMANII ‘JEFFERSRED’

Lot 2: 4 TILIA CORDATA ‘PNI 6025’

Lot 3: 3 TILIA CORDATA ‘PNI 6025’, 2 FRAXOMIS AMERICANA ‘JUNGINGER’

Lot 4: 4 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’

Lot 5: 2 GINGKO BILOBA, 3 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’

Lot 6: 3 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’, 4 ACER RUBRUM ‘FRANKSRED’ along Autumn Lane, 2 GINGKO BILOBA along Autumn Lane, ULMUS GLABRA CARPINIFOLIA ‘PIONEER’ along Autumn Lane.

Lot 7: 4 FRAXOMIS AMERICANA ‘JUNGINGER’

Lot 8: 2 FRAXOMIS AMERICANA ‘JUNGINGER’, 3 ACER FREEMANII ‘JEFFERSRED’

Lot 9: 4 ACER FREEMANII ‘JEFFERSRED’, 1 TILIA AMERICANA ‘REDMOND’

Lot 10: 5 TILIA AMERICANA ‘REDMOND’

Lot 11: 1 TILIA AMERICANA ‘REDMOND’, 4 FRAXOMIS AMERICANA ‘JUNGINGER’

Lot 12: 1 FRAXOMIS AMERICANA ‘JUNGINGER’, 4 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’

Lot 13: 4 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’

Lot 14: 1 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’, 2 ACER RUBRUM ‘FRANKSRED’, 3 FRAXOMIS AMERICANA ‘JUNGINGER’ along Northern Light Lane

Lot 15: 2 GINGKO BILOBA, 5 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’

Lot 16: 3 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’ along Northern Light Lane Lane, 5 FRAXOMIS AMERICANA ‘JUNGINGER’ along Northern Light Lane, 4 TILIA CORDATA ‘PNI 6025’ along North Sunset Views Drive.

Lot 17: 4 TILIA CORDATA ‘PNI 6025’

Lot 18: 4 TILIA CORDATA ‘PNI 6025’

Revised 2/17/04
Lot 19: 3 *FRAXOMIS AMERICANA* ‘JUNGINGER’, 1 *ACER FREEMANII* ‘JEFFERSRED’
Lot 20: 5 *ACER FREEMANII* ‘JEFFERSRED’
Lot 21: 4 *GLEDITSIA TRIACANTHOS VAR INERMIS* ‘SKYCOLE’, 1 *ACER FREEMANII* ‘JEFFERSRED’
Lot 22: 4 *ULMUS GLABRA CARPINIFOLIA* ‘PIONEER’
Lot 23: 2 *ULMUS GLABRA CARPINIFOLIA* ‘PIONEER’, 1 *TILIA CORDATA* ‘PNI 6025’
Lot 24: 3 *TILIA CORDATA* ‘PNI 6025’
Lot 25: 4 *FRAXOMIS AMERICANA* ‘JUNGINGER’
Lot 26: 2 *GINGKO BILOBA*, 1 *FRAXOMIS AMERICANA* ‘JUNGINGER’
Lot 27: 1 *GINGKO BILOBA* Along Sunset Views Drive, 3 *ACER RUBRUM* ‘FRANKSRED’ along Sunset Views Drive, 4 *ACER RUBRUM* ‘FRANKSRED’ along Nightingale Drive, 4 *ULMUS GLABRA CARPINIFOLIA* ‘PIONEER’ along Nightingale Drive.
Lot 28: 5 *ULMUS GLABRA CARPINIFOLIA* ‘PIONEER’ along Nightingale Drive, 3 *GINGKO BILOBA* along Nightingale Drive, 5 *GLEDITSIA TRIACANTHOS VAR INERMIS* ‘SKYCOLE’ along West Sunset Views Drive, 1 *TILIA CORDATA* ‘PNI 6025’ along West Sunset Views Drive.
Lot 29: 5 *TILIA CORDATA* ‘PNI 6025’
Lot 30: 1 *TILIA CORDATA* ‘PNI 6025’, 4 *ACER FREEMANII* ‘JEFFERSRED’
Lot 31: 4 *ACER FREEMANII* ‘JEFFERSRED’, 1 *FRAXOMIS AMERICANA* ‘JUNGINGER’
Lot 32: 4 *FRAXOMIS AMERICANA* ‘JUNGINGER’
Lot 33: 3 *FRAXOMIS AMERICANA* ‘JUNGINGER’, 2 *GLEDITSIA TRIACANTHOS VAR INERMIS* ‘SKYCOLE’
Lot 34: 3 *GLEDITSIA TRIACANTHOS VAR INERMIS* ‘SKYCOLE’, 1 *ACER RUBRUM* ‘FRANKSRED’
Lot 35: 5 *ACER FREEMANII* ‘JEFFERSRED’
Lot 36: 5 *TILIA CORDATA* ‘PNI 6025’ along West Sunset Views Drive, 7 *FRAXOMIS AMERICANA* ‘JUNGINGER’ along Twilight Lane, 3 *ACER FREEMANII* ‘JEFFERSRED’ along Twilight Lane

Revised 2/17/04
Lot 37: 5 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’ along Twilight Lane, 4 TILIA CORDATA ‘PNI 6025’ along West Sunset Views Drive, 2 ACER RUBRUM ‘FRANKSRED’ along West Sunset Views Drive

Lot 38: 1 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’, 3 ACER RUBRUM ‘FRANKSRED’, 2 TILIA AMERICANA ‘REDMOND’

Lot 39: 3 TILIA AMERICANA ‘REDMOND’, 2 GINGKO BILOBA

Lot 40: 4 FRAXOMIS AMERICANA ‘JUNGINGER’

Lot 41: 1 FRAXOMIS AMERICANA ‘JUNGINGER’, 3 ACER FREEMANII ‘JEFFERSRED’

Lot 42: 2 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’ along Twilight Lane, 3 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’ along East Sunset Views Drive, 4 ACER FREEMANII ‘JEFFERSRED’ along East Sunset Views Drive.

Lot 43: 2 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’

Lot 44: 1 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’, 1 FRAXOMIS AMERICANA ‘JUNGINGER’

Lot 45: 4 FRAXOMIS AMERICANA ‘JUNGINGER’, 1 ACER FREEMANII ‘JEFFERSRED’

Lot 46: 4 ACER RUBRUM ‘FRANKSRED’

Lot 47: 1 ACER RUBRUM ‘FRANKSRED’, 4 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’

Lot 48: 6 ACER FREEMANI ‘JEFFERSRED’

Lot 49: 6 TILIA CORDATA ‘PNI 6025’ along Morningside Court, 4 FRAXINUS AMERICANA ‘JUNGINGER’ along West Sunset Views Drive, 2 GINGKO BILOBA along West Sunset Views Drive, 5 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’ along West Sunset Views

Lot 50: 4 TILIA CORDATA ‘PNI 6025’ along Morningside Court, 5 ACER FREEMANII ‘JEFFERSRED’ along Sunset Views Drive, 2 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’ along West Sunset Views Drive.

Lot 51: 2 GINGKO BILOBA, 2 ACER FREEMANII ‘JEFFERSRED’.

Lot 52: 4 ACER FREEMANII ‘JEFFERSRED’, 3 ULMUS GLABRA CARPINIFOLIA ‘PIONEER’.

Lot 54: 4 *Gleditsia triacanthos var inermis* ‘Skycole’.


Lot 57: 3 *Ulmus glabra carpinifolia* ‘Pioneer’, 3 *Gleditsia triacanthos var inermis* ‘Skycole’.

Lot 58: 4 *Gleditsia triacanthos var inermis* ‘Skycole’, 1 *Acer freemanii* ‘Jeffersred’.

Lot 59: 4 *Acer freemanii* ‘Jeffersred’.

Lot 60: 3 *Gingko biloba*, 1 *Fraxomis americana* ‘Junginger’.


Lot 64: 5 *Fraxomis americana* ‘Junginger’ along East Sunset Views Drive, 2 *Gingko biloba* along East Sunset Views Drive, 5 *Tilia cordata* ‘PNI 6025’ along Sunset Court, 1 *Fraxomis americana* ‘Junginger’ along Sunset Court.

Lot 65: 2 *Fraxomis americana* ‘Junginger’

Lot 66: 1 *Fraxomis americana* ‘Junginger’, 1 *Ulmus glabra carpinifolia* ‘Pioneer’

Lot 67: 2 *Ulmus glabra carpinifolia* ‘Pioneer’

Lot 68: 2 *Ulmus glabra carpinifolia* ‘Pioneer’, 1 *Tilia cordata* ‘PNI 6025’

Lot 69: 5 *Tilia cordata* ‘PNI 6025’ along Sunset Court, 4 *Acer freemanii* ‘Jeffersred’ along Sunset Views Drive, 2 *Gingko biloba* along East Sunset Views Drive.

Lot 70: 1 *Gingko biloba*, 3 *Fraxomis americana* ‘Junginger’
Lot 71: 7 GLEDITSIA TRIACANTHOS VAR INERMIS ‘SKYCOLE’, 1 FRAXOMIS AMERICANA ‘JUNGINGER’