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Page 1 of 10  
Fees: \$76.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **7395803**

The Covenant Addendum of the Subdivision of Evergreen Hills,  
Wadsworth, Illinois.

As recorded on May 18, 2017 in Lake County, Illinois.

Mail To:

Craig Johnson

38794 N. Oakcrest Lane

Wadsworth, Illinois 60083

13/10  
x3

## **EVERGREEN HILLS SUBDIVISION PROPERTY DESCRIPTIONS**

Lots 1 through 30 and Outlots "B" and "C" in Evergreen Hills Subdivision, being a Subdivision in the West Quarter of the North West Quarter of the North East Quarter of Section 35, Township 46 North, Range 11, and East of the Third Principal Meridian in Lake County, Illinois.

Paragraph 1. The intended style of architecture of the community is to make dwellings compatible. Perhaps the most critical design criteria are the exterior building design of the structure. All exteriors shall be brick, stone, cedar siding, or natural materials. No aluminum siding shall be allowed.

The HOA is interested in maintaining design forms currently present in the community. The intent is to maintain that style and character. Nevertheless, the HOA will scrutinize the colors and materials specified to cover the architectural forms in order to maintain consistency. The HOA has established an Architectural Review Committee to ensure compliance of the Declaration of Covenants by all present and future property owners. This committee has established the "Architectural Review Committee Guidelines" as its working document for proceeding with evaluations of present and future homeowner building proposals. The Architectural Review Committee has been delegated by the HOA board of directors to review plans and make recommendations to the Board for final approval.

Paragraph 2. Roof color, textures, and forms are important especially when visible from surrounding lots and streets. The shapes and slopes can be critical in determining the compatibility of the design within the established character of the project. A cedar shake shingle, tile, or slate roof is required on all buildings. No asphalt shingles shall be allowed.

With the advent of alternative roofing materials some of these products may meet the requirements of the homeowners association. The process to have such products considered is as follows:

- 1) The home owner should submit a sample of the proposed roofing material to the architectural committee for review,
- 2) The home owner should also submit the specifications for the product along with the roof pattern that will be used,
- 3) The above items must be submitted at least 45 days prior to an work being initiated, allowing the committee ample time to review.

The architectural committee will take the following items into consideration when reviewing all requests, and reserves the right to consider other items not included as it deems necessary to preserve the architectural design of the community.

- Alternate roofing materials should be indistinguishable from the current roofing material when looking at the roof from the road,
- Material should be capable of withstanding winds of 110 MPH,
- Fire retardant underlayment,
- Product must be graded to have a life expectancy of at least 30 years,
- Coloring similar to present material

Paragraph 3. The lots shall be used solely for one single-family residence per lot, and all buildings erected thereon shall conform to all building and zoning ordinances of the Country of Lake and/or the Village of Wadsworth.

**Leasing Restrictions: No more than four percent (4%) of the Lots of the HOA may be rented or leased at any given time to a Third Party. For purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.**

**Any Lot Owner must notify any potential buyer or person taking title that no more than four percent (4%) of the Lots of the HOA may be leased at any given time to a Third Party.**

**Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted in the sole discretion of the Board of Directors.**

Examples of hardship exceptions include; active military deployment, recent death of a spouse, terminal illness, and inability to sell at fair market value after a certain period of time.

Paragraph 4. No building, building addition, exterior improvement or alteration shall be erected or placed on any lot until the construction plans and specifications and a plot plan showing the location of the construction have been approved in writing by the HOA, as to harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation.

Paragraph 5. There shall be no auxiliary structures built on the lot. Trellis or roofed shade structures, commonly referred to as "Gazebos" are allowed subject to the approval of the HOA. Greenhouses are restricted to a size no larger than 200 square feet, must be obscured from view of the street, and must be approved by the HOA. Auxiliary structures are defined, but not limited to detached garages, barns, sheds, and lattice houses, guesthouses, maintenance and storage facilities. No trailer, basement, tent, shack, garage, kennel, barn or residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No billboards or other structures shall be erected for the purpose of advertising.

No above ground pools shall be allowed. All pools are restricted to below ground, and constructed of hard surface materials (concrete or equivalent). For purposes of

definition, a whirlpool, spa, or children's wading play pool, of a size no greater than ten feet in diameter shall not be considered as a swimming pool. In the case of an approved below ground, outdoor pool, a safety fence is required. Such fence shall not exceed 5 feet in height nor extend **more than** 25 feet from the perimeter of the pool, and shall be of a chain link, wrought iron, or equivalent material, that does not obscure view. The HOA, prior to construction, must approve all fences in writing. All local ordinances and laws that pertain to pools must be adhered to.

No dirt bike paths are allowed.

Paragraph 5a. The EHHA recognizes and supports the intent of the Illinois General Assembly Public Act 096-1436 often referred to as the Homeowners' Solar Rights Act. Further, we support the Village of Wadsworth Ordinance 2010-834 with specific reference to section 10-13-4 SOLAR ENERGY SYSTEMS and 10-13-5 GEOTHERMAL ENERGY SYSTEMS. In so doing we also note the power of the HOA to enforce guidelines regarding the size and location of the installations. The HOA thus has the right to determine where on the building a homeowner may install solar panels. The HOA may also decide if the proposed design meets architectural and general design parameters that are deemed to be consistent with the appearance of the community. A specific requirement of the HOA is the APPLICATION REQUIREMENT noted in the village ordinance. The information delineated therein is also the information that is required by the HOA and it is required to be provided to the HOA Architectural Review Committee Chairperson no later than the day it is submitted to the village. Approval by the village does not imply approval by the HOA which requires up to 45 days to provide its approval. That approval will also necessitate pictures of the actual panels or other above ground elements of the proposed installation. These photographs are requested to help in determining how the proposed installation maintains the overall style and character of the community. As such, it is also our intent:

To promote ground mounted systems only when a roof based system is unavailable for some reason or inadequate. A ground based system may be preferable if it is not visible from the front view of the property however. Any ground based system or component thereof must be hidden with shrubbery.

Materials in the system such as solar panels, inverters, mounting racks, and heat pumps etc must be professionally manufactured by licensed manufacturers of such equipment. "Home made" components or systems are not allowed.

All cabling from either the roof or ground must not be visible from the front view of the property. Installed or partially installed systems that are not in use, due to damage, must be repaired or removed within thirty days of the damage occurring.

Paragraph 6. No single family residence shall be constructed with less than 2,200 square feet of floor area in the living area exclusive of basement, porch, attic, breezeway or garage.

Bi-level, tri-level or two-story residences shall be considered a one-story type of residence for the purpose of this paragraph; provided, however, a tri-level, bi-level, or two story residence shall contain a minimum area of 2,800 square feet of floor area in the living area exclusive of basement, porch, attic, breezeway or garage. Garages are to be attached to the principal building and are to be enclosed and no carports are to be permitted on any lot.

Paragraph 7. No boats, boat-trailers, horse van, camping vehicle, mobile-home, or any other form of trailer, truck or vehicle other than a non-commercial passenger car may be parked on the premises except in the garage. Vehicles are prohibited from parking on any lawn, field, or dirt area. Vehicles must be parked on paved driveways or streets. No vehicle may be parked on the street for more than 1 consecutive day. On snow days cars may not be parked on the street at all in order to allow emergency vehicles and snow plows to move freely through the roads.

Paragraph 8. Construction and erection of any building upon which work has begun shall be completed within one year, subject to delays beyond the control of the purchaser, or contractor, such as wars, strikes and acts of God.

Paragraph 9. No building shall be erected or permitted on any lot unless in conjunction therewith there is constructed a hard surfaced (concrete, decorative brick or stone paver, or asphalt) driveway. No construction on any building shall begin until temporary gravel or rock driveway from the street to the approximate location of the garage is erected.

Paragraph 10. No fences shall be built or allowed except for swimming pools or as noted elsewhere within. No fences shall be built on berms. It is the intent of the HOA to encourage the use of natural landscaping materials for privacy such as trees and shrubs indigenous to the area. Fences, for the purposes of protecting vegetable gardens are restricted to open wire materials (chicken wire or garden fencing), and are limited to the boundary of the vegetable garden.

Paragraph 11. The owners of lots in this subdivision shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements which abut said lots. After construction of the dwelling is completed on a lot, the owner of such lot shall grade the land between the edge of said driving pavement, and shall seed, fertilize and cause grass to grow from said edge into his lot, cover all disturbed soil left bare by construction of roads, and thereafter keep said grass mowed to a height not exceeding four (4) inches. In an event an owner shall clear a portion of his homesite, he shall plant grass on the cleared area. Said owner shall maintain and keep his homesite in good appearance by cutting all weeds and underbrush and cutting and maintaining all lawns and fields to a height of not more than four (4) inches. Should the owner be absent for an extended period of time, arrangements shall be made for maintaining the aforementioned maximum height. In addition, mulching around trees and various type landscape beds must be kept neat and landscaping fabric or similar weed barrier material should be visible.

Dead or severely damaged trees should be removed within the calendar year in which the damage occurred. Remaining tree stumps should be ground out or at the least, cut to the level of the ground around them so they are not visible from the street.

Paragraph 12. Storm water detention areas and drainage easements as set forth on the Plat of Subdivision of Evergreen Hills, shall be privately owned and shall be maintained by the owners of the property where such detention areas and drainage easements are located. The detention areas and drainage easements shall not be altered or obstructed by the property owner. In the event a property owner fails to maintain said detention areas and drainage easements, the Village of Wadsworth shall have the right to enter upon the detention area and drainage easements to perform necessary maintenance and to charge the expense thereof to the property owner, and to secure the expense thereof by filing a lien against the property.

Paragraph 13. Mailboxes shall be constructed of wood or stone products: cedar, redwood, wolmanized lumber. No plastic or fiberglass fabrication boxes or poles shall be accepted.

Paragraph 14. No wiring for electrical or telephone installation, television antennas, security systems, machines, or air conditioning units, or appliances shall be permitted on the exterior of any building or that protrude through the walls or roof of any building. Nor shall any satellite dish larger than three feet in diameter be visible from any adjacent lot or street be permitted. Any satellite dish larger than three feet in diameter must be obscured from view by natural landscaping materials. T.V. antennas are to be installed in attics only; no rooftop antennas or freestanding antennas are to be installed.

Paragraph 15. Each lot shall be properly landscaped within nine (9) months of completion of the residence and the purchaser must maintain such landscaping. Owners will be encouraged by the HOA to landscape their lots with plant materials indigenous to the existing area and to leave untouched as much as possible the existing vegetation and natural amenities of the terrain. The use of earth berming along with natural landscape screening and barriers will be encouraged. Outdoor landscape, ornamental, accent, and security lighting shall be shielded or directed so light does not infringe on neighboring properties. Neighbors are encouraged to properly maintain security lighting controls so lights do not malfunction. Use of high-pressure sodium or mercury halide lighting is prohibited.

Wildflower gardens are restricted to the rear 1/3 of the property, and must consist of flowering perennials.

Paragraph 16. No gainful occupation, or profession or other nonresidential use shall be conducted except that an owner shall be allowed to conduct incidental business from his home so long as it does not create any additional traffic in the subdivision, is conducted completely within the owner's residence, and is in conformity with all the provisions of this Declaration and the rules created thereby. Said incidental business

use shall be conducted only by members of the family residing on said lot, and shall not include the use of any mechanical equipment, and shall not include exterior displays or exterior signs. There shall be no exterior storage of equipment of materials used in such business. This business use shall not include any wholesale or retail business unless conducted entirely by mail or telephone, which does not involve the sale, receipt, or delivery of merchandise on the premises.

Paragraph 17. No noxious or offensive activity shall be carried on, in, or upon any premises nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the neighborhood. Homeowners are encouraged to limit the use of noise-making machinery such as weed trimmers, leafblowers, and lawnmowers to the hours between 8:00 a.m. and 8:00 p.m. of the same day.

No fireworks are allowed at all in the neighborhood due to the danger of fires and the inability of the fire department to access water directly from the neighborhood or a fire hydrant.

Paragraph 18. No burning or refuse shall be permitted other than in proper facilities therefore maintained in or as a part of a dwelling, except that the burning of the leaves is permitted as an if allowed by applicable laws and regulations. Burning is discouraged for environmental concerns.

Paragraph 19 Trash must be stored in the containers provided by the trash-removal company being used by the resident and may be kept outside in a non-conspicuous location. All other trash must be stored out of sight. Trash other than in a container designated for such purpose shall not be placed before 24 hours of the scheduled collection time and must be secured in such a way as to prevent the contents from being blown away. All containers must be removed from the street or collection point within 24 hours of collection. All clotheslines, refuse containers,, woodpiles, storage areas, and machinery and equipment shall be prohibited upon any lot, unless obscured from view of neighboring property and streets by an appropriate screen. All such screens must be reviewed by the HOA Architectural Committee and approved by the HOA Board.

Paragraph 20. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No doghouses shall be constructed without prior approval.

Construction of a dog run requires approval of the architectural review committee and the board of directors. The process for review is the same as delineated elsewhere in these documents. Prior to seeking approval, the owner of the property seeking approval must first have all the immediately neighboring property owners agree to said construction. Without this agreement the association will not grant approval for construction. Any approved dog run shall be placed in the rear yard and shall not be visible from the street. It shall be of a size not to exceed 10' by 15' nor greater than 6' in

height. If the animal cannot be securely contained within this height structure, then the dog run cannot be built. The dog run should be built and located in such manner as to minimize contact with residents in adjoining properties. To help accomplish this, chain link type structures should have shrubs/bushes around the perimeter of the dog run. Solid wood type fences will also be considered for dog runs. In all cases, dog run fence posts must be securely anchored in concrete. Dog run gates must be locked at all times.

All canine animals shall remain on the homeowner's property at all times while unattended. All canine animals must be restrained on a leash at all times while off the homeowner's property.

Paragraph 21. An easement is hereby granted over and under any lot on which an entrance monument may be constructed by the HOA and its successors or assigns for the purposes of installation, construction, renewing, operating, refinishing, and maintenance of the entrance monument itself, and landscaping appurtenant thereto, and any conduits, cables, lights, poles, and wires, either overhead or underground, with all necessary braces and other appurtenances applicable to said monuments. The lot owners shall not interfere with said monuments or their appearance as constructed by the subdivision without the prior written approval of the HOA. The maintenance, upkeep, re-painting and other expenses regarding said monument shall be the HOA's obligation and not the obligation of the lot owner on which the monument is constructed.

Paragraph 22. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof except as permitted by the HOA.

Paragraph 23. There are no initial or existing assessments for the Evergreen Hills Subdivision. The Warren Township High School District #121 contribution in the amount of \$131.40 per three-bedroom resident and \$281.70 per four bedroom resident is payable prior to application for a building permit. The Gurnee Grade School District #56 contribution in the amount of \$423.79 per residence is payable upon issuance of an occupancy permit for each dwelling. The developer has satisfied the Wadsworth Park District contribution for this development. The developer has also satisfied the Newport Township Fire District contribution. There is nothing to preclude the homeowners after turning over by the Developer, from passing assessments for maintenance or improvements necessary for the health, welfare and value of the homeowner's and the development.

When 80% of the lots or homes in the subdivision have been sold, homeowners shall be obligated to maintain an Association that manages the maintenance fund that is utilized for the preservation of all common areas, entrance signs, vegetation, and landscape.

Each owner of a dwelling unit or lot, by acceptance of a deed thereof, whether or not it shall be so expressed in any deed or other conveyance, shall be and is deemed to



covenant and agree to pay the HOA such assessments, if so established, which are levied pursuant to the By-laws of the HOA.

Each assessment, whether special or annual, together with interest thereon, the cost of collection and reasonable attorney fees, shall be charged upon the land and a continuing lien upon the dwelling unit or lot from the date the assessment is levied.

The HOA may pass annual assessments to pay the cost of operating, maintaining, and administering the common areas of the Association facilities and that assessment shall be from time to time assessed against any lot owners. The amount of assessment and term of payment shall be determined by the HOA.

The homeowners, or the HOA, if they so elect to establish, shall pay all costs and expenses attributable to the operation of the common area and the facilities, if any.

Paragraph 25. The foregoing Declarations of Restrictions shall be considered as Covenants running with the land for the benefit of all lots and parcels and the persons who may, from time to time, be the owners thereof, and said Restrictions and Covenants shall continue in force and effect for a period of 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by an instrument signed by the majority of the then owners of the lots and duly recorded, it is agreed to change the said Covenants in whole or in part.

Paragraph 26. Enforcement. Failure of the owner to comply with the restrictions, covenants or rules and regulations set forth herein shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys fees incurred in bringing such actions, and if necessary, costs and attorney fees for appellate review. The association shall have the right to enforce the provisions of this Declaration and to suspend voting rights and use of Common Areas for any Owner violating the provisions hereof for a period of time which is the longer of sixty (60) days or the term of continued violation.

Fines. In addition to all other remedies, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

- A. Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be date and time of the next Board Meeting at which time the Owner may, if he so desires, present reasons why penalty(s) should not be imposed. If there is no regular board meeting scheduled for the next 60 days, the homeowner in question would appear before the HOA officers.
- B. Hearing. The noncompliance shall be presented to the Board after which time the Board shall hear reasons why penalties should not be imposed. A written decision of

the Board shall be submitted to the owner by not later than twenty-one(21) days after the Board meeting.

A. Penalties. The board may impose fines in the form of individual assessments against the residential unit or lot owned by the owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred and No/100 Dollars (\$100.00)
- (2) Second noncompliance or violation: a fine not in excess of Five Hundred and No/100 Dollars (\$500.00)
- (3) If Homeowner does not correct the violation after second fine, a lien shall be placed on the property, and charges pursuant to Article 5.10, Paragraph K of the By-Laws shall be imposed.

D. Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, and as such will be a lien against the Owners Lot.

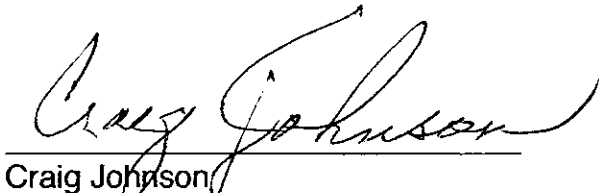
F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board.

G. Nonexclusive Remedy. These fines shall not be constructed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Paragraph 27. It is the intention of HOA that this declaration shall be recorded prior to any conveyances to third parties, and all Conveyances made during the effective term of these Covenants and Restrictions shall be subject to the same whether or not such Covenants and Restrictions shall be expressly referred to in any conveyance.

Paragraph 28. The HOA may record further Declarations making adjoining or adjacent property subject to these Declarations upon approval of the property owners subject to the by-laws of the HOA

Paragraph 29. Each of the foregoing Covenants is intended to be severable and in the event any such Covenant shall be held to be invalid by a final judgement or decree of the court, such invalidity shall not affect any other provisions not thereby declared invalid.



Craig Johnson  
Evergreen Hills HOA President



Renae Harma  
Evergreen Hills HOA Secretary