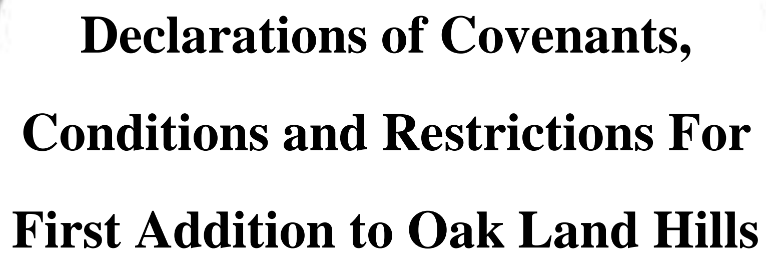

Declarations of Covenants, Conditions and Restrictions For First Addition to Oak Land Hills

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO OAK LAND HILLS CITY OF TROY, COUNTY OF MADISON STATE OF ILLINOIS

ALVIN HEMANN AND LINDA HEMANN, hereinafter called declarant,
Is the owner in fee simple of certain real estate located in Madison County, Illinois, known by official plat designation as First Addition to Oak Land Hills, a subdivision of part of the more particularly as follows:

All lots in the First addition to Oak Land Hills according to the plat thereof recorded in the Recorder's office of Madison County, Illinois in Plat Cabinet 60 Page 170, (except coal, gas and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

ARTICLE I

Section 1. "Association" shall mean and refer to Oak Land Hills Owners Association, its successors and assigns.

Section 2. "Common area" shall mean all real property, and other property, if any, owned or to be owned by the Association for the common use and enjoyment of the owners, including without limitation the rights granted to or retained by the Association to maintain the improvements to those portions of the subdivision dedicated to the public. At the time of conveyance of the first lot, there is no common area to be conveyed to the Association. Declarant reserves the right (but without any duty to convey any part or parts of the subdivision to the Association at any time or times, and the Association shall accept any such conveyance.)

Section 3. "Declarant" shall mean Alvin Hemann and Linda Hemann, its successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision plat referred to above within the boundary of the real estate legally described above, to which these covenants, conditions and restrictions apply, with the exception of the common areas as indicated on the plat.

Section 5. “Maintenance” shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, and shall further mean the exercise of generally accepted garden management practice necessary to promote healthy, weed-free environment for optimum plant growth.

Section 6. “Member” shall mean every person or entity who holds membership in the Association.

Section 7. “Mortgage” shall mean a conventional mortgage or deed or trust.

Section 8. “Mortgagee” shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed or trust.

Section 9. “Owner” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. “Subdivision” shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II – MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot in Oak Land Hills, which lot is within the legal description contained in the introductory paragraph of this “Declaration” shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. The Association membership in the Association shall exist by virtue of such lot ownership, whether or not the Association has been formally organized as provided in Article IX.

Section 2. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners, except the declarant, and shall be entitles to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B membership shall cease and be converted to Class A membership when the number of Class A votes equals the total votes outstanding in the Class B membership on or January 1, 2001, or when declarant records a written notice with the recorder of Madison county that henceforth its Class B membership will be converted and considered to be Class A membership, whichever occurs first.

ARTICLE III – ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment made. Which such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessment. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas or those portions of the subdivision dedicated to the public (provided that the same are approved by the Association). If and to the extent that common area exists, annual assessments shall include the Association shall acquire and pay for out of the funds derived from annual assessments, sufficient funds to pay for the following:

(a) Maintenance and repair of the common area, if any
(b) Water, sewer, garage, electrical, telephone, lighting, gas and any other necessary utility service for the common area, if any
(c) Acquisition of furnishings and equipment for the common area, if any, as any be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for use of the recreational facilities
(d) Maintenance and repair of water lines, utility lines, storm drains, sanitary sewers, and streets within the confines of the subdivision to the extent, if any, not dedicated to the public
(e) Fire insurance covering the full insurable replacement value of the common area, if any, with extended coverage

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area, if any. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 138.5 of Chapter 48 of the Illinois Revised Statues, and any other insurance deemed necessary by the Association.

(h) A standard fidelity bond covering all persons with access to funds of the Association and all other employees of the Association in an amount, if any, to be determined by the Association.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Association for the operation of the common areas, if any, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) Any materials, supplies, labor, services, utilities, structural alterations, insurance, taxes or assessments which shall be reasonably necessary and proper in the reasonable opinion of the Association for the maintenance of the landscaped areas and improvements located at the entrance to the subdivision and on each street in the subdivision, or which is located on real estate dedicated to the public.

Annual assessments, if approved by the Association, may include, an if so approved, the Association shall acquire an pay for out of the funds derived from annual assessments, any materials, supplies, furniture, labor, services, utilities, structural alterations, insurance, taxes or assessments which shall be necessary or proper in the opinion of the Association for the maintenance of those portions of the subdivision dedicated to the public.

Section 3. <u>Maximum annual assessment.</u>

(a) Until January 1 of the immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be One Hundred Dollars (100.00) per lot.

(b) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than the percentage increase in the Consumer Price Index (or its replacement index) over the level of such index on January 1 of the prior year.

(c) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased above

that permitted under Section 3 (b) by the vote or written consent of a majority of each Class of members.

(d) Until the cessation of Class B memberships, the declarant, and, thereafter, the board of directors or other governing body of the Association, may fix the annual assessments, at an amount not in excess of the maximum, without the necessity of a meeting of the Association, by notice to the Association members of the amount of the assessments and the terms for payment in the manner set forth in Section 7 below.

Section 4. Maximum annual assessment for capital improvements. In addition to the annual assessments authorized above, the Association may levy in a calendar 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 a capital improvement on the common area, if any, or improvements to portions of the subdivision dedicated to the public, including fixtures and personal property related thereto. Any such assessment must be approved by three fifths (3/5) of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten days nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes case at such a meeting, but less than the requisite majority of each Class members, members who were not present in person or by proxy may give their assent in writing within sixty (60) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the first full month following the sale of the first lot to a person other than a declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association (or if permitted, the declarant) shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an authorized agent to the Association (or prior to its organization, the declarant or its authorized agent), setting forth whether the assessment against a specific lot has been paid.

Section 8. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and in default and shall bear interest from the due date at a rate payable at nine percent (9%) per year

simple interest. The board of directors may, but need not, record notice of delinquent assessments in the office of the County Recorder of the county where the subdivision is located. However, the assessment lien shall exist as provided herein whether or not such a notice is recorded. 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which become 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 IV. COMMON AREA

Section 1. Owner's Easement of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas (exclusive of Rainbow Lake and Paradise Lake which are provided for in Article VI below) which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

The right to dedicate or transfer all or any part of the common area, if any, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by members. No such dedication or transfer shall be effective unless an instrument executed by three-fifths (3/5) of each Class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and activities to the members of his family, his guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area, if any, adjacent thereto for any encroachment due to the unwillful placement, setting or shifting of the improvements constructed, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance not more than one foot as measured from any point on common boundary between adjacent lots, and between any lot and any adjacent portion of the common area, if any, along a line perpendicular to such boundary as such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements, the easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, or right of way shall be at all times open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such easements, reservations, and the rights of way are reserved.

(c) There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot any portion or portions of the common areas, if any adjacent thereto for a distance of ten feet, measured perpendicular to the common boundary line from any point on the common boundary line for overhang of tree limbs, subject to the easements and restrictions to in sub-paragraphs (a) and (b) above.

Section 5. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, if any, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V. ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

SECTION A

Section 1. Creation of Architectural Committee. The Association shall appoint a

committee to be known as the Architectural Committee. Such committee shall consist of three persons who shall serve at the pleasure of the Association. However, so long as there are Class B memberships, declarant shall have the sole right to appoint members of the Architectural Committee. The initial committee shall be made up of Al Hemann, Linda Hemann and Frederick M. Steiger.

Section 2. Approval of Building Plans. No building or residence shall be constructed on any lot unless and until plans for construction have been approved by the Architectural Committee. Prior to construction of any building or improvement to any lot, the Architectural Committee shall be provided with: (a) floor plans, (b) front, side and rear elevations, (c) exterior materials and color selections, and (d) plot plans showing setback lines, yard lines or side yards, driveways, parking areas, and drainage plans for surface run-off, and (e) the landscaping plan. Upon **written approval**, plans and specifications shall be strictly adhered to and **no alterations or changes** shall be made without consent of the Architectural Committee. The lot and improvements shall be open to inspection by the Architectural Committee. In considering whether plans and specifications should be approved, the Architectural Committee shall consider whether the exterior design of the finished residence will be harmonious with other residences in the subdivision. Neither the Association nor the Architectural Committee nor any of its members shall be liable in damages to anyone submitting plans for approval or to any owners of lots covered by this instrument as a result of a mistake in judgement, negligence or nonfeasance, directly or indirectly connected with the approval or disapproval or failure to approve any such plans. Anyone submitting plans to the Architectural Committee for approval shall be deemed to have agreed not to bring any action or suit to recover for any such damages against the Architectural Committee, its members, the declarant, or the members, employees, successors or assigns of any of them.

Section 3. Alterations, additions, and improvements of residence. No owner shall make any structural alteration, or shall undertake any exterior repairing or repair of, or addition to his residence with would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the Architectural Committee. The architectural Committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in the manner generally consistent with the plan of development thereof.

Section 4. Damage and destruction of residences; approval of structural variances. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in the same manner that is required for a new building or structure as provided in Section 2 above. The Architectural Committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Approval of committee; how evidence. Whenever, in this article approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approval or disapproval within thirty (30) days after receipt of the written request to do so and all materials required to be provided to it, approval will be deemed to have given, and compliance with the terms of this article conclusively presumed. Such period shall be tolled during any period during which the Architectural Committee is awaiting further information.

Section 6. Guidelines. The Architectural Committee may establish and amend guidelines for construction, reconstruction and maintenance of dwellings to be constructed in the subdivision. Such guidelines shall be made available on request to owners or for potential owners of lots in the subdivision. The expense of the Architectural Committee in carrying out its obligations hereunder shall be paid by the Association and shall be paid with funds from the annual assessment of members.

Section 7. Appeal. Any decision of the Architectural Committee may be appealed to the Association. However, no decision of the Architectural Committee shall be overruled unless approved by three-fifths (3/5) of both classes of members.

SECTION B

Section 1. Size. The total area of one family dwelling on any lot provided herein, exclusive of open porches, garages, and basements shall not be less than 1900 square feet for a one story dwelling and a 2,400 square feet for a two story dwelling, and 1800 square feet on the first floor for a story and one half dwelling.

Section 2. Material-Miscellaneous. The building erected on any lot shall be constructed of material of good quality suitably adapted for the use in the construction of residences and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper or similar materials may be used as a permanent exterior covering of any building. No A-frame design, modular home, split-foyer, single or double-wide mobile home, or underground homes shall be constructed on any lot.

Section 3. Grading and Drainage. All lots shall have finish grade that will allow for natural flow of surface drainage from one lot to the other as necessary. Unless approved by the Architectural Committee, grading shall be tapered at the lot boundary lines in such a manner to permit construction on an adjacent lot without the need for special retaining walls, etc. Gutter downspout run-off shall not be piped into any sanitary sewer lateral main.

Section 4. Temporary Building. Temporary buildings erected by builders in connection with the construction of any dwelling shall not be permitted. The construction work of any dwelling shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior

construction is substantially completed and no such building or structure shall be occupied during the course of the original exterior construction.

SECTION C

The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading suitability of the proposed building or structure and of the materials of which it is to be built, to the site upon

which it is propose to erect the same, the harmony thereof with the surroundings, the effect of the building or other structure as planned on the outlook from the adjacent neighboring property.

GENERAL GUIDELINES

1. All driveways shall be paved (concrete, brick, paving blocks, etc.). No gravel driveways shall be permitted.
2. No front entry "basement" garages will be permitted, unless lot size determines that it is impossible to conform. Side or rear entry garage shall be used, if at all practical, "with consideration of saving existing trees".
3. Minimum roof pitch shall be 6/12. Heavy architectural or cedar shake shingles shall be used. No metal roofing or standard three in one shingles shall be permitted.
4. Portions of a foundation that are exposed above grade shall either be covered with masonry, siding or aggregate finish.
5. The committee reserves the privilege of disallowing certain kinds of lawn ornaments especially bright colored or metallic lawn ornaments.
6. Thirty to fifty percent (30%-50%) of the exterior front elevation shall be brick or approved masonry unless an alternate exterior treatment has the prior written approval of the Architectural Control Committee. Vinyl or aluminum siding may be approved, provided that the type and color of the materials are compatible with the exterior design of the home, i.e., if a Colonial elevation calls for white clapboard siding, which vinyl would be approved. The external materials and colors shall be specifically a part of the approved process.
7. All homesites shall have a finish grade that will permit the natural flow of surface drainage to continue from one lot to another if necessary. Grading shall be tapered at the side lines in such a manner that will permit construction on an adjacent lot without the need for special retaining walls, etc.

The following items must be submitted to the Architectural Control Committee for their review prior to approval. Two sets are required, one will be returned.

a. Floor plans.
b. Front, sided and rear elevations.
c. Exterior materials and color selections.
d. Plot plan showing set back lines, side yards, and drainage plans for surface runoff.
e. Landscaping plans.

ARTICLE VI. LAKE AREA RESTRICTIONS

Rainbow Lake and Paradise Lake constitute separate reserved common areas. These areas are reserved and common and commonly owned by those lot owners whose properties directly adjoin the lake. The lot owners of the subdivision, whose properties do not directly adjoin the lakes, shall have no right to access or the use of those lakes. The owners of the properties that directly adjoin the lakes shall be jointly and severely liable for the maintenance, upkeep and supervision of the lakes. Said lot owners agree that they shall not conduct nor tolerate any nuisance, noxious or offensive activity to be carried out on the lakes, either by the owner, members of his or her family, guests, tenants or invitees. The owners of lots that directly adjoin the lakes shall be jointly and severely liable for the maintenance of the lakes so that they do not become a hazard or detriment to the subdivision as a whole.

ARTICLE VII. USE RESTRICTIONS

The use and occupancy of lots and dwellings in the subdivision are subject to the following restrictions:

Section 1. Each lot shall be used for residential purposes only; no lot shall be used as an entrance or an exit to any adjoining property.

Section 2. No business of any kind shall be conducted at any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11 below, and business conducted by its residents provided that no customers, clients, business associates, or invitees are present at the residents.

Section 3. No nuisance, noxious or offensive activity shall be carried out in or on any lot, provided that this section shall not prevent declarant and the transferees of declarant from developing all of lots as provided in Section 11 below.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area, if any, without the written consent of the Architectural Committee except customary name and address signs and lawn signs of not more than (5) square feet in size advertising property for sale.

Section 5. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Architectural Committee, and no owner shall permit anything to be done or kept on his lot or the common area, if any, which would result in the cancellation of insurance on any residence or on any part of common area, if any, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area, if any. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the Association so long as they

are not kept, bred, or maintained for commercial purposes and so long as they are housed inside the dwelling or garage.

Section 7. No rubbish, trash, garage, or other waste material shall be kept or permitted on any lot or on the common area, if any, except in sanitary containers located in the garage of the residence, except on collection days upon which said containers may be placed near the street for collection.

Section 8. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any lot unless approved by the Architectural Committee.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, barn, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Nothing shall be altered, constructed on, or removed from the common area, except on the written consent of the Association.

Section 11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an on going residential community. In order that such work may be completed and the subdivision be established as fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and for the disposition of lots by sale, lease, or otherwise.

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by the declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision, as residential community, and of disposing of lots for sale, lease or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as any be necessary or desirable in connection with the sale, lease, or other disposition of the subdivision lots.

As used in this section, the words “its transferees” specifically exclude purchasers of lots improved with completed residences.

Section 12. After a residence is initially occupied by a resident, no excavation, except as any be incidental to landscaping and gardening may be undertaken on any lot without written approval of the Architectural Committee.

Section 13. Immediately after construction, repair, or alteration/improvement of a residence, and as soon as the season permits, all areas in which there is newly moved earth must be seeded or sodded and suitably landscaped. A continuously neat appearance of the ground must be maintained, including yard and the portion of street right-of-way adjacent to the lots.

Section 14. No temporary or permanent antennas, satellite dishes or solar panels shall be mounted or installed on any lot or upon any structure, except that an antenna may be mounted within a structure, if out of public view. With the prior written approval of the Architectural Control Committee, which approval shall not be unreasonably withheld, small 18” satellite dishes may be installed on a residence if they are not visible from the street. However, solar panels may be installed as a part of the initial construction of the residence with prior written approval of the Architectural Control Committee.

Section 15. No recreational apparatus shall be installed, placed or permitted in any front or side yard. Recreational apparatus, including without limitation, swing sets, swimming pools, basketball goals and courts, playground equipment, trampolines, and game playing courts or fields may be maintained in rear yards.

Section 16. No lots, driveway or other location outside of exterior walls of the residence or garage shall be used for purposes of blocking, jacking, maintaining, or repairing any automobile, van, trailer, truck or other vehicles.

Section 17. No truck, trailer, camper, boat, motor home, or recreational vehicle, may be kept, parked or stored on a lot except in the garage.

Section 18. No truck, van, trailer or commercial vehicle may be kept, parked or stored upon a lot except in the garage, and except for service vehicles while providing services or deliveries. This restriction shall not apply to pick up trucks, panel trucks, and vans parked in the driveway to the rear of the residence building line.

Section 19. Each residence shall have one an only one garage, attached to the residence capable of housing at least two full size automobiles. Each residence shall have a driveway and parking area (exclusive of the garage) paved with concrete or asphalt, large enough to permit parking thereon for at lease four full sized automobiles.

Section 20. No structure of any kind shall be permitted on a residential lot, except for the main residence and one attached garage as described in Section 19 above. Nothing shall be stored on the exterior of these structures, without written consent of the Architectural Committee, except neatly stacked firewood for use by the resident of the lot.

Section 21. All exterior lighting, including without limitation directional lighting, shall be located so as not to reasonably interfere with any other lot owner's use of his property, and shall not be constructed without written consent of the Architectural Committee.

Section 22. Rummage and garage sales shall be permitted only two days per year per residence.

Section 23. Vegetable gardens shall be permitted only in rear yard, provided that no portion thereof shall be located within twenty (20) feet of rear or side lot boundary.

Section 24. No oil drilling, oil development operations, oil refinery, quarrying or mining operation of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or under any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any lot.

Section 25. No shrubs, bushes, flowers, plants, trees, or other vegetation except grasses, may be planted or maintained within five (5) feet of any lot boundary, except trees already growing at such a location on the date of execution of this document, provided that tree branches at least seven feet above grade may overhang such area.

ARTICLE VIII. OWNER'S OBLIGATIONS

Section 1. Repairs to Improvements. Each owner shall, at his sole cost and expense, maintain and repair his residence, and other improvements, keeping the same in condition comparable to the condition of such residence and improvements at the time of their initial construction, excepting normal wear and tear. Each owner shall at his sole cost and expense take all action necessary to prevent the residence and improvements from becoming dilapidated, unsightly, or ill-maintained due to ordinary wear and tear.

Section 2. Yard Light and Mailbox. The developer shall provide to each lot owner at the time of the construction of a residence on each lot a yard light and mailbox of the type and design designated by developer to be utilized throughout the subdivision. Each owner grants an easement for the location and installation of said mailbox and yard light. Once installed the lot owner agrees to maintain the mailbox and yard light and to provide power to operate the yard light

at the owner's own cost and expense. The lot owner further agrees to replace the mailbox and yard light, if necessary, with the identical type and kind originally installed.

Section 3. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE IX. ASSOCIATION MEETINGS: ASSOCIATION INCORPORATION

Section 1. Meetings. So long as there are Class B memberships in the Association, no meeting of the Association shall be required. The declarant may annually give notice to the members of the Association of the annual assessment of members. Prior to or on the cessation of Class B memberships, the declarant shall notify all members of the Association of an organizational meeting of the Association, which notice shall be given not less than fourteen (14) not more than thirty (30) days prior to the date fixed for such meetings. Such notice shall state the time and place of the meeting and shall state that the meeting is for the purpose of organizing the Association. Prior to the organizational meeting, the declarant may on not less than three (3) nor more than twenty (20) days written notice to Class A members, call meetings of the members of the Association in connection with matters requiring approval by each Class of members. At any such meeting, if the proposed action is favored by a majority of votes cast by each Class of members, but less than the requisite majority of each class of members, members who are not present in person or by proxy may give their assent in writing within sixty (60) days after the date of such meeting. Until after the organizational meeting of the Association, a quorum for any membership shall be those present and voting. A meeting called pursuant to notice as provided above may be adjourned to another time and

place without the need for an additional notice. Any such meeting of the membership shall be held within the City of Troy, Illinois.

Section 2. Organization. The organization of the Association shall take such legal form as its members desire. The Association shall have the responsibilities and rights given to it or declarant in this document and as are provided by law. The Association may elect officers and shall elect a board of directors to conduct its day-to-day operations and to act on behalf of the Association. The Association shall establish by-laws for its activities and those of its board of directions, which must be approved by a majority of each Class of members. Thereafter, the by-laws may permit amendment by the board of directors.

Section 3. Incorporation. The Association may choose to incorporate as an Illinois not-for-profit corporation. If it chooses to do so, the purpose of the corporation shall be (1) to own, maintain, repair, replace, pledge, lease, mortgage and improve common areas, if any; (2) maintain landscaped areas and improvements located at the entrance to the subdivision and in each

street cul-de-sac in the subdivision which is located on real estate dedicated to the public; (3) to carry out and enforce the terms of this Declaration in furtherance of the common scheme of development of the subdivision and in furtherance of the purposes set out in this Declaration; (4) subject to the Illinois Not-for-Profit Corporation Act, to engage in each and every other activity, and to exercise such power and authorized from time to time by members of the Association and as may be necessary or desirable to carry out the corporation purposes, the scheme of the development of the subdivision, and this Declaration; (5) to create and collect assessments of members for its support and benefit and to create and enforce liens therefor; (6) to create, purchase, own, leases, let, and operate and to organize any further legal entity for the foregoing purposes. In the event that the members choose to form a non-for-profit corporation to conduct the activities of the Association, then day-to-day activities of the Association shall be conducted by its board of directors. The board of directors may be permitted to delegate its authority to such agents and officers as the by-laws may allow.

ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcements. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now and hereafter imposed by the provisions of this declaration. Failure by declarant, 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. If any suit is successful in obtaining enforcement by court order or agreement of the parties, the offending lot owner shall pay all necessary and reasonable attorney's fees and court costs to the proponent, in addition to correcting the mattes enforced.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. The provisions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-fifths (3/5) of each class of members of the Association.

Section 4. Subordination. No breach of any of these conditions herein contained or reentry by reason of such breach shall defeat or value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any other whose title is acquired by foreclosure, trustees's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date thereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-fifths (3/5) of the subdivision lots.

Section 6. Declarant to Act for Association. Any action which may be taken by the Association after its organization may, prior thereto, be taken by declarant. However, if such

action requires approval of each Class of members, then declarant must secure such approval prior to undertaking such action in order to bind all Association members. Nothing herein shall require declarant to take any action on behalf of the Association.

In witness whereof this Declaration executed this 6th day of November 1998.

By: *[original signed document filed for record in the Madison County recorders office on November 12, 1998; book 4289 page 1064]*
Al Hemann, President

[original signed document filed for record in the Madison County recorders office on November 12, 1998; book 4289 page 1064]
Linda Hemann, Secretary

PETITION TO AMEND COVENANT

Presently several homeowners have purchased and installed In-ground basketball system and placed them in the side yard of their properties. At the Association meeting on August 15, 2004 a motion was passed to allow a grace period until October 1st for those homeowners who have installed these In-ground basketball systems to petition to amend the inclusion of said systems. The intent to change the covenants is meant to specifically detail In-ground basketball systems as the only change to the present wording in the covenant. The present wording of the covenants (listed below) does not allow basketball goals in the side yard. In petitioning to amend the covenants we specifically mean to allow only the following description to apply to basketball goals in the side yard and to add the following description to the covenants.

Installation of <u>In-ground Basketball Systems</u> will be allowed in the side yards of residences if they meet the following description:

Basketball system to include single pole square channel post that is moored to the ground and is detachable. Backboards must be integral to the design of the system, variable height and rigid systems are acceptable. Basketball systems are to be placed on the driveway side of the residence only. Basketball systems are to conform to the intended aesthetic of the neighborhood and will be harmonious with other residences.

We are specifically excluding the following types of situations for acceptance of side yard systems. Basketball backboards attached to garage or residence, embedded wood poles with backboard, embedded metal pole without footing, hanging backboards from trees.

In-ground basketball systems will still require submission and acceptance by the Architectural Review Board to assure compliance and to maintain the proper aesthetic.

As indicated in <u>Article X.</u> <u>General Provisions</u> under <u>Section 3</u> <u>Amendments</u> we are petitioning to change the following restriction placed in <u>Article VII, Use Restriction, Section 15.</u>

Section 15 presently states:

"No recreational apparatus shall be installed, placed or permitted in any front or side yard. Recreational equipment, including without limitation, swing sets, swimming pools, basketball goals and courts, playground equipment, trampolines, and game playing courts or fields may be maintained in rear yards."

We petition to amendment to Section 15 to read as follows.

"No recreational apparatus shall be installed, placed or permitted in any front or side yard. Recreational equipment, including without limitation, swing sets, swimming pools, basketball goals and courts, playground equipment, trampolines, and game playing courts or fields may be maintained in rear yards."*

**refer to explanation above.*

This request to change the covenant must be approved by 3/5 of the voting members. If as voting members you agree to change the wording of this covenant in Article VII, you agree by signing this petition to said change.

[52 "yes" votes were required to pass the amendment; 66 "yes" votes were collected in addition to 11 "no" votes, 7 "abstain" and 2 "unable to contact"]

[original signed document filed for record in the Madison County recorders office on January 5, 2005]

Oak Land Hills Declaration of Covenants Modifications

Existing Covenant Language:

Section 14. No temporary or permanent antennas, satellite dishes or solar panels shall be mounted or installed on any lot or upon any structure, except that an antenna may be mounted within a structure, if out of public view. With the prior written approval of the Architectural Control committee, which approval shall not be unreasonably withheld, small 18" satellite dishes may be installed on a residence if they are not visible from the street. However, solar panels may be installed as a part of the initial construction of the residence with prior written approval of the Architectural Control Committee.

New Covenant Language:

Section 14. No temporary or permanent antennas, satellite dishes or solar panels shall be mounted or installed on any lot or upon any structure, except that an antenna may be mounted within a structure, if out of public view. With the ~~**prior**~~ written approval of the Architectural Control committee, which approval shall not be unreasonably withheld, small 18" satellite dishes may be installed on a residence **or a lot** if they are not visible from the street **or if it is deemed by the Architectural Control Committee that no other reasonable, non-visible, location on the property exists which would allow for proper function of the satellite equipment.** However, solar panels may be installed as a part of the initial construction of the residence with prior written approval of the Architectural Control Committee.

Existing Covenant Language:

Section 25. No shrubs, bushes, flowers, plants, trees, or other vegetation except grasses, may be planted or maintained within five (5) feet of any lot boundary, except trees already growing at such a location on the date of execution of this document, providing that tree branches at least seven feet above grade may overhang such area.

New Covenant Language:

Section 25. No shrubs, bushes, flowers, plants, trees, **ornamental grasses,** or other vegetation **that stand more than five (5) feet above grade** ~~**except grasses**~~, may be planted or maintained within five (5) feet of any lot boundary, except trees **or vegetation** already growing at such a location on the date of **July 14, 2005** ~~**execution of this document**~~, providing that tree branches at least seven **(7)** feet above grade may overhang such area. **Shrubs, bushes, flowers, plants, trees, ornamental grasses, or other vegetation that stand five (5) feet or less above grade may be planted or maintained within five (5) feet of any lot boundary, providing the owner of said vegetation has written approval for this planting from the owner of any adjacent property. For property adjacent thereto any common area, the right of approval is given to the Architectural Control Committee. Lawn grasses may be planted or maintained within five (5) feet of any lot boundary without the written approval of the adjacent property owner.**

[original signed document filed for record in the Madison County recorders office on September 22, 2006] Steven C. Kendall, President, Oakland Hills Homeowners Association

[Proposal 1 – satellite dishes; 64 “yes” votes were collected plus 1 “no” vote and 1 “unsure” vote]

[Proposal 2 – landscaping; 68 “yes” votes were collected plus 1 “no” vote and 1 “unsure” vote]

Oak Land Hills Declaration of Covenants Modifications

Date: June 21, 2006

To: Oak Land Hills Homeowners Association Members

From: Architectural Committee

Proposal: Restriction of Above Ground Swimming Pools

The following proposal would add language to the existing "Declaration of Covenants, Conditions and Restrictions" for all additions of Oak Land Hills. The proposed language will be added as Section 26, to Article VII, Use Restrictions.

New Covenant Language:

Section 26. Above-ground swimming pools, other than portable wading pools of a depth not to exceed twenty four (24) inches, shall not be permitted on a residential lot. In-ground swimming pools and hot tubs solely for private non-commercial use are permitted, subject to approval by the Architectural Committee. Detailed plans and specifications for any such in-ground pool or hot tub, including all fencing, deck, and landscaping plans related thereto, shall be submitted to and approved by the Architectural Committee prior to any construction. The in-ground pool and/or hot tub as well as its associated deck, patio, and landscaping may not encroach upon any easement. The individual property owner is responsible for obtaining all necessary permits and complying with all current Residential Codes.

[original signed document filed for record in the Madison County recorders office on September 22, 2006] Steven C. Kendall, President, Oakland Hills Homeowners Association