

**SEVENTH ADDITION TO SAVANNAH GREEN SUBDIVISION DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

A-M a limited liability company which has been duly formed in the State of Illinois, herein called "Declarant," is the owner in fee simple of certain real property located in McLean County, Illinois, which has been given the name of Seventh Addition to Savannah Green Subdivision on the final subdivision plat approved by the Town of Normal, and recorded on November 13, 2002, in the office of the Recorder of Deeds, McLean County, Illinois, as Document Number 2002-00043839. This Declaration of Covenants, Conditions and Restrictions therefore applies to the real estate which is the subject matter of said plat, which is legally described in Exhibit A which is attached hereto and made a part hereof. The Declarant reserves that right to cause additional real estate to be subject to terms and conditions which are similar to those provided for herein by filing with the McLean County Recorder of Deeds one or more additional declarations of covenants, conditions, and restrictions making reference to this original Declaration of Covenants, Conditions and Restrictions. This is intended to be construed as adding additional real estate to the Declarations of Covenants, Conditions and Restrictions recorded as Document Numbers 2001R14684, 2001R14685, 2001R28596, 2002R03712, 2002R03713, 2002R03714, 2003-00024309, and 2003-00026458 in McLean County, Illinois.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and tracts constituting such subdivision, Declarant states that all of the real property described above and each part of it shall be held, sold, and conveyed only subject to the easements, covenants, conditions, and restrictions contained herein, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part of it, their heirs, successors, and assigns, and shall inure to the benefit of each owner of it.

ARTICLE ONE DEFINITIONS

Section 1. "Association" shall mean and refer to the Savannah Green Homeowners' Association, its successors and assigns.

Section 2. "Declarant" shall mean A-M L.L.C.

Section 3. "Lot" shall mean any p lot of land shown on the recorded subdivision plat referred to above, with the exception of the common areas.

Section 4. "Maintenance" shall mean the exercise of reasonable care of the Community Center building, its associated parking lot and land, by exercising typical building maintenance, generally accepted lawn and garden management practices necessary to promote a healthy weed-free environment for optimum plant and lawn growth, and to pay the utility fees and real estate taxes, and maintenance of a common perimeter fence.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "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 property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property described in this document and such additions to it as may be brought within the jurisdiction of the Association as provided in this document.

Section 10. "Common Area" shall mean all real property in which the Association owns an easement or fee interest.

ARTICLE TWO MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. A registry shall be established listing all the owners of each lot. If there is more than one owner listed for an individual lot, a contact person shall be established from among the listed owners for that lot for the purpose of mailings, which will be sent to the contact only. If there is only one individual owner for that lot, that person shall also be named as the contact.

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

Class A: Class A members shall be all the lot owners, with the Declarant being excepted until certain conditions are met in the next paragraph, and shall be entitled 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 the one 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 member shall be Declarant, who shall be entitled to exercise one vote for each lot owned. No assessments shall be made on Class B members. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals 75% of the total votes outstanding in the Savannah Green Homeowners' Association, or on January 1, 2004, whichever first occurs. No assessments shall be made on Declarant once Class B membership is converted to Class A membership.

ARTICLE THREE ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments, (2) special assessments for capital improvements, and (3) for other obligations provided for herein. Such assessments will be established and collected as provided in this document. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and the charge shall be a lien on the lot from the time that notice of the lien is recorded in the Recorder's Office. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity 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 assessments. 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 improvement and maintenance of the landscaping,

perimeter fencing constructed by the Declarant or the Association and Community Center building and the parking lot within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- a. Maintenance and repair of the Community Center building, the associated parking lot and the landscape of the dedicated area.
- b. Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- c. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- d. 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 for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Initial Annual Assessment

- a. All home purchasers shall pay an initial fee of \$60 payable and due to the Association at the time of closing, regardless of the date of closing. There shall be no other fees or assessments until January 1, 2004, and upon this date the \$60 initial fee shall become the annual assessment.
- b. From and after January 1, 2004, all other fees and assessments shall be assessed and collected by the Association.

- c. The annual assessment may not be increased by more than 5% per annum without a simple majority vote of all members.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any maintenance. Any such assessment must be approved by a simple majority vote of all 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 Sections 3 or 4 shall be sent to all contacts not less than ten (10) nor more than thirty (30) days in advance of such meeting. A member absent from said meeting or meetings may vote by written proxy.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots on the basis of the same assessment for each lot regardless of its size or value.

Section 7. Commencement and collection of annual assessments. **The Board of** Directors of the Associates shall fix the amount of the annual assessment as provided for herein against each lot at least sixty (60) days in advance of the due date provided no annual assessment may be increased by more than 5% per annum without a vote of the members as provided for herein, assessments shall be due on or before the first day of each year, unless otherwise voted by the Homeowner's Association. Notice of the annual assessments shall be sent to every contact subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, 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 in default and shall

bear interest from the due date at the rate of ten percent (10%) per annum. The Association shall have the right to file a lien against the lot which is the subject of an unpaid assessment. 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. The Owner shall be obligated to personally pay the reasonable attorney fees incurred by the Association for collection of assessments which become in default. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or the abandonment of the owner's lot or any common area.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any 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 of it shall extinguish the assessment lien as to payments that become due prior to such sale or transfer.

ARTICLE FOUR USE RESTRICTIONS

Section 1. No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

Section 2. All driveways located upon a lot shall be constructed exclusively of concrete.

Section 3. All homeowners shall maintain "successful ground covering" at all times. "Successful ground covering" shall be established within six months of closing. "Successful ground covering" shall consist primarily of grass and shall not include what are commonly thought of as weeds.

Section 4. No outside television or radio aerial or antenna, or other aerial or antenna or dish (excepting 18" DSS dishes) or signal receptacle for reception or transmission, shall be maintained on the exterior of any lot or living unit without the written consent of the

Architectural Control Committee. All 18" DSS dishes will be maintained on the rear side of the roof and be no higher than five feet above the highest point of the roof.

Section 5. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other generally recognized household pets, provided they are not kept, bred or maintained for any commercial purpose. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect any resident or other person on the properties. Any such pet must be kept within the confines of the owner's lot or must be on a leash held by a person. Notwithstanding any other provision contained herein, pot bellied pigs are not allowed at any location or at any time on any lot.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

Section 8. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatever. No wagon, vehicle, boat or other watercraft, motor home, trailer, camper, automobile, truck, trailer or other transportation device of any kind, may be parked on any lot, except inside a garage. No owner, tenant or other person shall repair or restore any vehicle of any kind upon any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 9. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept deposited or left on any lot or any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection.

Section 10. No sign of any kind shall be maintained or displayed on any lot except customary name and address signs, or customary signs related to the sale or rental of said lots. Customer name and address signs do not include signs identifying any type of business or commercial activity.

Section 11. Easements for installation of utilities and drainage facilities are shown on the recorded subdivision plat. Any-easement over that portion of any lot designated as Easement shown on the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, pole and wires, either overhead or underground, for the purposes of providing any property in said section with gas, electric, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Within these easements, no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may impair the flow of water drainage in the easements.

Section 12. These restrictions shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then members is filed of record agreeing to change or revoke such covenants in whole or in part.

Section 13. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots.

Section 14. Nothing shall be done or kept on any lot which would increase the rate of insurance relating to other lots, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

Section 15. No fence, hedge, wall or other dividing instrumentality over four feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

Section 16. Except for the perimeter fence constructed by the Declarant or Association, any boundary fence constructed upon the premises must be a minimum of six inches inside the property line and constructed of any decorative material. Chain link fencing may not be constructed on any lot for any purpose. Notwithstanding any other provision contained herein, an Owner may not construct a fence without permission of either the Architectural Control Committee or the Association. Any fence built by an Owner must meet the minimum standards of Section 15 and Section 16 of this Article Four.

Section 17. Before the commencement of any construction on any lot, the building design, location, construction plans, and construction materials must be approved by the Architectural Review Committee which has been established by the Declarant.

Section 18. Without written permission of the Declarant or Association, no clothes line, whether temporary or permanent, shall be used or installed in the yard or any other area outside the residence.

Section 19. The exterior of attached dwelling units shall be maintained such that there is a uniform color and appearance, including the roof, for all garages and homes.

Section 20. No above-ground swimming pool shall be constructed without permission of the Declarant.

**ARTICLE FIVE
OWNER'S OBLIGATION TO REPAIR**

Section 1. Each owner shall, at his sole expense, be responsible for the condition of the sidewalk, curb, gutter, and the yard grade of the premises. In the event that same is in any way damaged or disturbed after transfer of title from the Declarant, the Owner agrees to assume responsibility of same, so as to comply with these restrictions, and the ordinances of law of the Town of Normal.

Section 2. Each Owner shall, at such Owner's sole cost and expense, repair such Owner's residence, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**ARTICLE SIX
OWNER'S OBLIGATION TO REBUILD**

If all of any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, 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 three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

**ARTICLE SEVEN
MAINTENANCE OF THE YARD AND THE LANDSCAPING
OF A MEMBER'S LOT**

The Declarant hereby authorizes the Association to maintain the yard and landscaping of a member's lot in the event that a member fails to reasonably do so. The Association shall be

entitled to a lien on the maintained property for such maintenance, until such time as the member reimburses the Association. The Owner shall be obligated to pay to the Association the cost of said maintenance, together with interest at the rate of 18% per annum, and any reasonably incurred attorney fees pertaining to enforcement of the terms of this Article Seven.

ARTICLE EIGHT EASEMENT FOR AND MAINTENANCE OF PERIMETER FENCE

Along the perimeter of the subdivision or subdivisions which comprise the development, the Declarant may construct a perimeter fence. This fence will be located on several privately owned lots. Each Owner affected hereby grants to the Association an easement for the location of the fence, and also for maintenance and replacement of same. The Association shall be obligated to insure, maintain and replace said fence. An Owner shall be responsible for mowing on both sides of the fence.

ARTICLE NINE PARTY WALL

All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units or garages shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit or garage and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

A. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.

B. No lot owner shall do anything to disturb the right of any other owner to use such party wall.

C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

ARTICLE TEN GENERAL PROVISIONS

Section 1. Enforcement. 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 or 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. Any Owner who violates these covenants shall be obligated to pay the attorney fees of the Association or Declarant which are incurred to enforce the covenants against the Owner.

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

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of members, with both Class A and Class B members being considered as though they were one class.

ARTICLE ELEVEN DISPUTE RESOLUTION

Should a dispute arise between Owners sharing a common wall for either or both a garage or home regarding the obligation to provide uniform color and appearance, then the Owners agree to submit the dispute to the Association board of directors for binding resolution. The Owners shall be bound by the decision of the Association. One Owner shall have authority to submit the dispute to the board of directors of the Association. The board of directors shall hold a hearing inviting both parties involved in the dispute, with the decision being binding on both Owners and enforceable by both Owners and the Association. Should the Association decide to enforce its decision, then the contesting Owner shall pay the attorney fees and court costs of the Association.

This instrument is made on this 14th day of July, 2003.

A-M L.L.C., Declarant.

BY: _____
MICHAEL F. SUHADOLNIK
Its President and Member

STATE OF ILLINOIS

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COUNTY OF McLEAN

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael F. Suhadolnik., personally known to me to be the President and Member of A-M L.L.C., whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Member, he signed and delivered the said instrument of writing as President and Member of said limited liability company as his free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July, 2003.

Notary Public

This agreement was prepared by and please return to:

Mercer Turner
Attorney at Law
#1 Brickyard Drive, Suite 202
Bloomington, IL 61701