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Fee Amt: \$39.00 Page 1 of 12
IL Rental Housing Fund, \$9.00
McLean County, IL
H. Lee Newcom County Recorder
File# 2013-00025778

**AMENDED
PROTECTIVE COVENANTS RELATING TO SILVER OAK ESTATES SUBDIVISION
McLEAN COUNTY, ILLINOIS**

KNOW ALL PERSONS BY THESE PRESENTS:

That undersigned Grantor, Declarant and Developer being TORNQUIST CONSTRUCTION CO, INC., an Illinois Corporation having its principal office in Bloomington, Illinois (hereinafter referred to as the "Developer") being the owner and developer of said land hereinafter described and referred to as part of the SILVER OAK ESTATES SUBDIVISION IN McLEAN COUNTY, ILLINOIS, and being desirous of subjecting said property to the restrictions, covenants, reservations, and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel and lot thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges hereinafter set forth.

CLAUSE I

The real property, which is and shall be held and which shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration, is situated in the County of McLean, State of Illinois, and is more particularly described as follows, to-wit:

Lots 2, 4, 5, 7, 8, 10, 11, 13, 15, 17, 19, 21 and 22 in Silver Oak Estates
Subdivision, according to the plat thereof recorded May 11, 2006 as Document
Number 2006-12043, in McLean County, Illinois.

P.I.N: 15-19-103-002 (Lot 2); 15-19-101-026 (Lot 4);
 15-19-101-027 (Lot 5); 15-19-101-029 (Lot 7);
 15-19-101-030 (Lot 8); 15-19-101-032 (Lot 10);
 15-19-101-033 (Lot 11); 15-19-101-035 (Lot 13);
 15-19-101-037 (Lot 15); 15-19-101-039 (Lot 17);

15-19-104-004 (Lot 19); 15-19-104-002 (Lot 21); and
15-19-104-001 (Lot 22).

(The above described real estate is sometimes referred to herein as "the subdivision").

CLAUSE II

To insure the best use and most appropriate development and improvement of each building site within the subdivision; to protect the owners of building sites within the subdivision against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to guard against erosion; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate set back from streets; to coordinate grade-lines in conformance with such plans as prepared by Farnsworth Group, Inc.; and in general to provide adequately for high quality improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subject to the following conditions, restrictions, covenants, reservations, and charges, to-wit:

A. LAND USE AND BUILDING TYPE. No lot within the subdivision shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than a single-family dwelling. No lot within the subdivision shall be used for commercial purposes.

B. MINIMUM SQUARE FOOTAGE. The minimum square footage of living space (exclusive of enclosed porch, breeze way, or garage) above the ground of each residence constructed within the subdivision shall be as follows:

RANCH STYLE (square feet on one level):

For Lots 2, 4, 5, 7, 8, 10, 11, 13, 15, 17, 19, 21 and 22 2,200

TWO-STORY (square feet on two floors):

For Lots 2, 4, 5, 7, 8, 10, 11, 13, 15, 17, 19, 21, and 22 2,600

C. APPROVAL OF PLANS. All building plans must be approved in writing by the Developer. Approval of building plans must be received prior to obtaining any building or excavation permit, and such approval is a condition precedent to the commencement of construction.

D. GRADE ELEVATION CONTROL. No building initially shall be erected and placed on any lot until the location of the structure on the lot, topography, and finish grade elevation shall have been approved by the Developer.

E. GARAGE REQUIREMENTS. Each residence within the subdivision must be improved with a garage attached to the residence that is not less than a three-car garage. Each garage shall have a concrete driveway from the street to the garage floor.

F. CONSTRUCTION MATERIALS. Only new building materials shall be used in any and all construction within the subdivision. No modular construction shall be allowed; however, precut and/or preassembled components may be used. Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the subdivision.

No concrete block foundation shall be exposed at the front elevation of the house unless the front elevation is all Dryvit or a combination of Dryvit and siding, in which case the exposed concrete or concrete block foundation shall be held to the absolute minimum required for proper installation of all Dryvit and siding. In all cases where stone or brick is used on the front elevation, in any combination, then brick or stone must be used on the foundation. Notwithstanding the foregoing, the exposed foundation of homes on lots abutting the lake and homes with walkout or daylight lower levels anywhere in the development shall in every case be stone or brick veneer, from grade to the elevation of the first floor.

At least 500 square feet of brick or stone shall be used on the front elevation of the house. In lieu of 500 square feet of brick or stone, an all Dryvit front elevation or a front elevation that is a combination of brick or stone and Dryvit is acceptable. The combination of brick or stone and Dryvit must be a minimum of 600 square feet or 75% of the square feet of the front elevation.

All exterior fireplace chimneys and/or chase structures for flue piping must be faced with brick, stone or Dryvit. No wood or vinyl-coated steel siding shall be used for this purpose. Notwithstanding the foregoing, exterior fireplace chimneys or structures that do not extend above the roof line may be covered in any other approved siding material.

G. FOUNDATION REQUIREMENTS. All residences shall have basements or crawl spaces. No construction shall be allowed on slabs.

H. FOOTING TILE REQUIREMENTS. Footing tile systems shall be installed off the footings and so that the bottom of the inside diameter is a minimum of one-half inch below the top of the footings. No footing tile or down spouts shall be connected to the sanitary sewer system. No surface water shall be allowed in the footing tile drainage system except upon written approval of Developer.

I. SET BACK REQUIREMENTS. All residences within the subdivision shall be set back from the front lot line a minimum of 30 feet (30 feet from the non-street edge of the sidewalk). Interior lots shall have a minimum side yard of 6 feet from the side lot line. Corner lots shall have a minimum side yard on the street side of 30 feet from the rear lot line. Rear yard set-back requirements are 30 feet from the rear lot line.

J. EXTERIOR COLORS. Exterior wall and roof colors shall harmonize with the site and surrounding structures. The predominate tones should tend toward muted, warm, earthy hues.

K. DETACHED BUILDINGS. No detached structures or outbuildings shall be constructed or permitted within the subdivision, including but not limited to gazebos, garden bridges, playhouses, storage buildings and animal shelters.

L. TEMPORARY STRUCTURES. No temporary structure, trailer, basement, or garage shall be used on any lot within the subdivision at any time as a residence. No building shall be occupied as a residence until the exterior surface has been completed, including final painting or staining.

M. SURPLUS DIRT. No surplus dirt shall be removed from the subdivision. All surplus dirt arising from construction shall be dumped in the area provided for same within the subdivision (or a future phase of the subdivision) as designated by the Developer.

N. LANDSCAPING. All lots must be landscaped within six (6) months of the completion of construction and/or occupancy of the home. Subdivision minimum landscaping requirements are:

Front Yard:

1. new grass sod; and
2. Two 2 inch or larger diameter deciduous trees of native hardwood.

Rear and Side Yard:

1. new grass sod or grass seed; and
2. One 2 inch or larger diameter deciduous trees of native hardwood.

Evergreen plantings do not satisfy the tree requirements. All minimum requirement sod, seed or trees must always be replaced with at least minimum requirement material during the next growing season if damaged, destroyed or for any other reason they do not survive. The cost of replacement will be the sole expense of the lot owner.

O. EXTERIOR LIGHTING. The intent of the Developer is to allow for minimum lighting necessary beyond existing street lighting to provide for the safety, security and the enjoyment of outdoor living, while not interfering with the enjoyment of the surrounding building sites. The Developer (and upon the completion of the subdivision the Silver Oak

Estates Homeowner's Association) reserves the right to reject any exterior light if, in its sole discretion, it appears excessive, inappropriate, or not in the conformance with the lighting philosophy of the Developer as described herein.

P. FENCES AND WALLS. Fencing and/or walls of all types are considered to be inconsistent with the overall open and natural theme of the subdivision. Living landscape materials are preferred for privacy and/or other screening needs. In the event that fencing or wall-type structure is desired for security, safety or privacy reasons, plans showing location, materials and type of construction must be submitted to the Developer (or upon the completion of the subdivision the Silver Oak Estates Homeowner's Association) for prior written approval. The following guidelines will be applied to all requests:

1. Wood and chain link fencing is not acceptable (wrought iron or equivalent is acceptable and certain Vinyl is acceptable);
2. Fencing must start at a minimum of 15 from the front corner of the residence and include only that part of the side yard and the rear yard.
3. Lots abutting the lake are further regulated by Paragraph EE below.

Q. UTILITY SERVICES. All buildings within the subdivision must be supplied by underground electrical systems and utility distribution systems and services, including but not limited to gas, electric, water, telephone and cable.

R. SOLAR APPLICATIONS. The use of active solar design elements must be first approved in writing by the Developer (or upon the completion of the subdivision the Silver Oak Estates Homeowner's Association).

S. PRE-CONSTRUCTION LOT MAINTENANCE. Each lot owner shall be responsible to maintain any unoccupied lot in such a manner as to minimize and control wind and water erosion and to minimize the presence of noxious weeds and dust. Grass shall be maintained to not exceed a height of eight (8) inches. A failure of the lot owner to comply with this provisions after written notice shall authorize the Developer, without further notice to lot owner, to have the lot mowed and to charge the cost thereof to the lot owner, and to take legal action against the lot owner to collect for the cost of mowing and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

T. STORAGE. Firewood, garbage, refuse, pet foods, and other materials shall be stored safely in a totally enclosed structure so as not to be unattractive to neighbors or attractive to rodents and other animals. These storage areas should be integrated into the residential structure.

U. **PETS.** No pets shall be kept in exterior pens or cages. Only common household pets shall be allowed. No commercial or barnyard animals shall be allowed in the subdivision.

V. **PARKING RESTRICTIONS.** No trucks, commercial vehicles, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes, trail bikes or similar equipment shall be kept within the subdivision, except entirely within an approved garage attached to a residence.

W. **TRASH.** Trash, garbage, paper or other waste shall not be burned on the premises or in the subdivision. All trash shall be screened from view except for designated collection days by the Town of Normal.

X. **INTOXICATING LIQUOR.** There shall be no commercial activity permitted on any lot in the subdivision including the sale of intoxicating liquor.

Y. **SIGNS.** No billboards or advertising signs, whether free-standing or attached to a house shall be allowed except those permitted by the Town of Normal ordinance and for contractor and real estate signs during initial construction and subsequent remodel or resale. No interior advertising or signage shall be visible from the exterior of any residence.

Z. **RECREATIONAL FACILITIES.** Any permanent recreational facility, such as a swimming pool or basketball court requires written approval by the Developer (or upon the completion of the subdivision the Silver Oak Estates Homeowner's Association). No pools above ground level or tennis courts will be permitted within the subdivision under any circumstance. A pool shall be considered above ground level, if the pool walls are more than one foot above the lot's finished grade at any location. Temporary basketball goals and backboards are not permitted, if they are visible from the street or the lake. Installed basketball goals and backboards require the prior written approval by the Developer (or upon the completion of the subdivision the Silver Oak Estates Homeowner's Association).

AA. **SATELLITE DISHES.** No satellite dishes or other similar type transmission and/or reception facilities in excess of eighteen inches (18") in diameter shall be allowed within the subdivision, whether attached to any structure or free standing. Permitted satellite dishes or other similar type transmission and/or reception facilities shall not be installed in a location that is visible from the street.

BB. **DRIVEWAY, SIDEWALK, CURB, AND GUTTER DAMAGE.** All driveway aprons (being that portion of the driveway from the street to the property line) shall be of concrete. Each and every lot owner within the subdivision agrees to be responsible for the installation of the city walks and the condition of the sidewalk, curbs, and gutter on their lot. In the event that a sidewalk, curb and/or gutter is broken or in any way damaged at any time, including during construction, on any lot within the subdivision, the respective lot owner agrees to assume the responsibility to repair same and to pay the actual costs of repair or replacement of

same. Said repairs must be done within ninety (90) days following written notice by Developer, the Silver Oak Estates Homeowner's Association and/or the Town of Normal, Illinois.

CC. PERFORMANCE TIME REQUIREMENT. Each and every purchaser from a Developer and the purchaser's successors and assigns (hereinafter referred to as "Purchaser") agree to commence construction of a residence on the Purchaser's lot within two (2) years from the date in which Purchaser entered a contract to purchase the lot from Developer. Each and every Purchaser specifically agree that if the Purchaser has not started construction of a residence on a lot purchased from the Developer within two (2) years from the date of the Purchaser's contract to purchase from the Developer, then Developer is herewith given the exclusive right and option to repurchase said lot for the price paid to Developer, free and clear of any and all liens or encumbrances due to the action of the Purchaser. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall subdivision and each and every Purchaser acknowledges and agrees to comply with the same in total. Construction of a residence on a lot within the subdivision must be completed within one year after the construction was commenced.

DD. HOUSE NUMBERS AND MAILBOXES. Each lot will have a street address assigned by the Town of Normal. Said number will become the permanent house number for the lot and related residence. Mail boxes shall be of uniform style and identical in appearance.

EE. LAKE LOTS (LOTS 19, 21 AND 22). A storm retention basin has been or will be landscaped by Developer as a visual amenity. To enhance the attractiveness of that amenity for the benefit of all concerned, the following restrictions are imposed on the rear yards (measured from the rear of the residence to the plot line abutting the basin) of Lots 19, 21 and 22 unless the lot owner obtains prior written approval from the Developer (or upon the completion of the subdivision the Silver Oak Estates Homeowner's Association):

1. There shall be no accessory structures, storage buildings, etc.;
2. There shall be no clotheslines;
3. There shall be no outside storage of equipment;
4. There shall be no large children play equipment;
5. There shall be no fences (all fences approved by Developer or Homeowner's Association shall be no closer than 5 feet from the rear property line and lake side of the fence must be landscaped); and
6. There shall be no other comparable visual obstructions to a natural landscaped yard.

CLAUSE III

All of the foregoing restrictions, reservations, and covenants shall run with the land and

shall be binding upon all subsequent owners, and all restrictions, reservations, and covenants shall be enforceable by the Developer, the Silver Oak Estates Homeowner's Association and each and every lot owner by appropriate legal action in courts of law or equity. In the event that Developer, the Silver Oak Estates Homeowner's Association or any lot owner must resort to a court of law to enforce any of the foregoing restrictions, reservations, or covenants, the lot owner or owners who have violated the same shall be liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of same. Any such court actions may be brought to restrain violations, to require corrections or modifications, or to recover damages.

CLAUSE IV

The restrictions, reservations, and covenants set forth herein shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date that same are recorded, after which time such covenants shall be automatically extended to successive periods of twenty (20) years, unless at any time an instrument, in writing and executed by the then record owners of a majority of the lots in the subdivision and any and all additions thereto, shall have recorded in the office of the Recorder of Deeds of McLean County, Illinois, agreeing to change said covenants in whole or in part.

CLAUSE V

Invalidation of any one of the foregoing restrictions, reservations, or covenants by judgment or by court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and a waiver or modification in any of them by Developer as to any particular lot shall not in any way limit, restrict, or bar the enforcement of them as to other lots or lot owners.

CLAUSE VI

Section 1. Homeowner's Association. The Developer shall cause a not for profit corporation to be formed under the laws of the state of Illinois at such time as the Developer sees fit in the Developer's sole discretion. The name of said corporation shall be the Silver Oak Estates Homeowner's Association, Inc. (herein referred to as the "Association"). In the event the name Silver Oak Homeowner's Association is unavailable, the corporation shall use a similar name. Every owner of a lot within the subdivision shall be member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot. The members of the Association shall include owners of lots located in Silver Oak Estates Subdivision in Mclean County, Illinois, and any future additions to the Silver Oak Estates Subdivision in Mclean County, Illinois. The Developer reserves the right to add members to the Association and to subject the Association to additional real estate, common area, outlots and duties by filing with the McLean County Recorder of Deeds one or more declarations similar to this document for the future additions to Silver Oak Estates Subdivision in Mclean County, Illinois, and deeds of conveyance to the Association.

Section 2. Membership Classification. The Association shall have one class of voting member (hereinafter referred to as Class A members). Class A members shall be all owners of a lot within the subdivision, 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 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.

Section 3. Association Governance. The Association shall be operated in accordance with its By-Laws, provided, however, if any of the Association's By-Laws are in conflict with any of the provisions of these Protective Covenants, the provisions set forth in these Protective Covenants shall prevail.

CLAUSE VII

Section 1. Lien and Personal Obligation of Assessments. Each and every owner of a lot within the subdivision agrees 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 attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred to collect same 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, however, the lien for said assessment shall remain in full force and effect.

Section 2. Purpose of Annual Assessments. Annual assessments may be charged for improvements and maintenance of the common area and any other lawful purpose of the Association. 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 common areas within the Silver Oak Estates Subdivision, McLean County, Illinois, and all additions thereto (hereinafter referred to as "common area").

(b) Snow removal and street maintenance on all private roads located within the Silver Oak Estates Subdivision, McLean County, Illinois, and all additions thereto. All private roads located within the Silver Oak Estates Subdivision, McLean County, Illinois, and all additions thereto, shall be considered part of the common area as set forth herein.

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

(d) 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.

(e) 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 Board of Directors of the Association for the operation of the common area, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment.

(a.) The maximum annual assessment shall be determined by the vote or written assent of a majority of all votes entitled to be cast under Clause VI above.

(b.) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

(c) There shall not be any assessment on any lot until such time as a residence is constructed on the lot and said residence is being used for residential purposes.

Section 4. Special Assessments or 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 construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Clause VII, Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 of this Clause VII shall be sent to all members not less than thirty (30) nor more than forty-five (45) days in advance of such meeting.

Section 6. The Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the subject lot to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the due date thereof and shall fix the dates such amount become due. Assessments shall be paid annually. 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 officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before January 1 of each year, cause to be recorded in the Recorder's Office of McLean County, Illinois, a list of delinquent assessments as of the date.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the lot owner personally obligated to pay the same, or may foreclose the lien against the property. The lot owner shall also be obligated to pay the reasonable attorney fee incurred by the Association to collect said delinquent assessments. No lot 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 8. 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 payments 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.

Section 9. Special Assessments by Governmental Units. Hereafter, governmental units may place special assessments against property contained in the subdivision, and all such special assessments shall not be the responsibility of Developer, but shall be the responsibility of the lot owner.

Section 10. Developer May Charge Assessment. Until the Association is formed, Developer shall be responsible for the maintenance and repair of the common areas within the subdivision and any additions thereto and the Developer may assess each lot owner a maintenance fee.

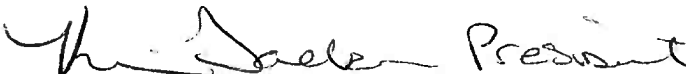
CLAUSE VIII

Developer, as the maker of this declaration, shall have the unilateral right to change or alter these covenants so long as at least one of the Developers owns at least one lot in the subdivision.

IN WITNESS WHEREOF, the undersigned has executed this document for the uses and purposes herein set forth, this 4th day of October, 2013.

GRANTOR, DECLARANT and DEVELOPER ("DEVELOPER"):


TORNQUIST CONSTRUCTION CO, INC.,
an Illinois Corporation

By:  President
Kim Jackson, President

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That KIM JACKSON personally known to me to be the President of TORNQUIST CONSTRUCTION CO, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President she signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of October, 2013.



Notary Public



Prepared by and please return to:
John L. Pratt
Pratt and Pratt, P.C.
415 N. Center Street
Bloomington, IL 61701
(309) 828-2302