

Proposed to Homeowner Association 2025

Voted on at Annual Meeting October 16, 2025 and Special Meeting 11/18/25

As of 11/18/25, these Covenants are in effect based on majority vote.

Will send to attorney to legalize this document.

PROTECTIVE COVENANTS TO SILVER OAK ESTATES SUBDIVISION

Silver Oak Circle Homeowners Association, being the owner of said land hereinafter described of the Silver Oak Estates Subdivision 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. All properties with items other than what is listed here are ‘grandfathered-in’ to the HOA board approvals.

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 1 through 50 in Silver Oak Estates in Normal, McLean County, Illinois
(Including Outlots 25, 26, 27, 28, and Entrance to Silver Oak Estates)

Outlot 25 → The lake and area surrounding the lake. Area behind homes are private to homeowner and maintained by private lake lot homeowner. The ‘Common Areas’ are located on the NorthEast section of the lake, the SouthWest section of the lake and the lake itself.

Outlot 26 → The sidewalk area connecting to The Vineyards neighborhood

Outlot 27 → The berm area on the West side of the Entrance

Outlot 28 → The berm area on the East side of the Entrance

CLAUSE II

To ensure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites 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 obtain

harmonious appearances; to encourage and secure the erection of attractive homes with appropriate set-backs from streets and adequate free-spaces between structures; to coordinate grade-lines; and in general to provide adequately for a high-type and quality of improvement 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. HOUSE REQUIREMENTS for New Construction Homes and Remodel/Additions

1. Each house must be centered on the lot except where HOA board approves otherwise.
2. The foundation of the house must be below ground or covered with brick. Any above grade foundation must be covered by brick or stone. Up to a foot of foundation is allowable without a brick or stone skirt.
3. All houses constructed on lots shall have basements or crawl spaces. No houses shall be constructed on slabs.
4. All houses or structures must be set back a minimum of thirty (30) feet from the front lot line and a minimum of eight (8) feet from each side lot line.
5. All houses shall have a minimum of 500 Square Feet of brick or stone on front elevation on the exterior. Dryvit or a combination of Dryvit, brick and or stone is acceptable.
6. New lumber shall be used in the construction of any house. No prefabricated or enclosed panelized construction shall be allowed, except as may be approved by the HOA board. No black tar based insulated sheathing or 1/8" hardboard sheathing shall be allowed.
7. All houses shall have the following minimum square footage of living space, excluding attics and basements:

a) Ranch style	2,200 square feet
b) 2-Story style	2,600 square feet
c) 1 ½-Story style	2,400 square feet
8. All houses must be completed within twelve (12) months of the issuance of a building permit.
9. All exterior materials and colors need HOA board approval.
10. Each house must be improved with not less than a two-car attached garage. Each garage shall have a paved driveway from the street to the garage. All driveways must be paved before occupancy, except where weather prevents paving and then only with the approval of the HOA board.
11. All city sidewalks shall be developed by the builder on the lots in accordance with Town of Normal requirements.
12. No footing tile or downspouts shall be connected to the sanitary sewer system. No surface water shall be allowed to enter the footing tile drainage system, except with prior approval of the HOA board.

13. Lot owner agrees to assume any responsibility for manhole variations that might be required as a result of lot owners' grading, to make such adjustment, and to pay the actual costs of making said adjustment within ninety (90) days following written notice from the HOA board.

LOT IMPROVEMENTS

1. SWIMMING POOLS. No above ground swimming pools.
2. FENCES. All fences must be approved by the HOA board before placement. Lake lots may be allowed fencing with an additional rear set-back. In addition, lake lot fencing shall be black wrought iron style in a simple double top rail design similar to the lake lot fences previously approved. Properties that back up to The Vineyard may have a privacy fence with HOA board approval. No privacy fences on Lot 3, 4, or any Lake Lot.
3. LANDSCAPING. All lots must be sodded or seeded in entirety within six (6) months of occupancy. Each lot owner must plant a minimum of two (2) trees with a 1.5 inch diameter within 120 days of occupancy of any house constructed on a lot. One in front yard and at least one in rear yard. All trees must be regularly trimmed and maintained in an attractive manner.

MISCELLANEOUS PROVISIONS

***Please refer to and respect all Town of Normal Ordinances. The following are some additional guidelines and reminders.**

1. ASSOCIATION. Each homeowner will automatically become a member of the Association upon the closing of its *lot purchase*. Each member of the Association shall make an annual payment toward the costs and expenses of the Association set up by the HOA Board.
2. MAILBOXES. Must meet the US Postal Service Requirements.
3. PETS. Pet owners must pick up after their pet, even in common/shared areas.
4. QUIET HOURS. Town of Normal Ordinance is 10:00pm-7:00am. Please be respectful of other homeowners in regards to loud music/parties, construction, recreational vehicle use, etc.
5. RECREATIONAL VEHICLES. No travel trailers, recreational-type vehicles, mobile homes, boats, boat trailers, trailers, motorbikes, trail bikes, snowmobiles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision more than five (5) consecutive days at a time twice per year, maximum of ten (10) days per year, except within enclosed garages.
6. LOT MAINTENANCE. All lot owners (Builder and Privately Owned) shall maintain their yards in such a manner as to keep grass and weeds mowed so that they do not exceed a height of eight (8) inches and to keep them clean and free of trash/debris. All homeowners are responsible for this maintenance during short or long-term absences.
7. SWIMMING. No swimming is allowed in the lake. Signs are posted in Common Areas of lake.

7. NON-MOTORIZED BOATS. Allowed in the lake, as long as they are not tied or anchored to store in the water. Paddleboats, Kayaks, Canoes may be used in the lake and withdrawn from the water at the end of use and stored on owners property. Swimming is not allowed.

8. DETACHED BUILDINGS. All outbuildings of any kind shall be approved by the HOA board. This includes storage sheds and gazebos or other decorative structures. Small sheds placed adjacent to the home shall only be allowed per HOA board approval. These shall be of similar color and style to the home.

9. SOLAR PANELS. Only allowed to be placed on roofs.

10. LAKE LOT MAINTENANCE. All Lot Owners adjacent to the lake shall maintain the easement property to the water's edge. The easement property is owned by the HOA. Lake lot owners shall not use toxic chemicals. Only herbicides and pesticides that are approved for aquatic use may be applied within 15 feet of the water's edge. From the water's edge to approximately 8 feet inward to each lot, the Lot Owner shall maintain and replace the rock with 4 to 8 inch limestone rip rap so as to be consistent in shape and color with the other rocks located around the lake. The rocks shall have similar size, shape, and color to the rocks that are already in place. The lot owner is responsible for the maintenance of this area to the water's edge between their adjacent lot lines. This area is to be well-kept and remain free of weeds, trash, and debris.

11. LAKE LOT EASEMENT. Outlot 25 of Silver Oak Estates Subdivision contains a lake and additional easement area/leisure space between the water's edge and the Lot Owner's adjacent lot. Only the Lot Owner adjacent to the easement area may have unlimited access to the water's edge. Any other person shall seek permission from that Lot Owner prior to accessing the easement space adjacent between the water's edge and a Lot Owner's property line. In addition to the lake itself, there is additional shared space that is a common area for Silver Oak Estates Homeowners only. This area is private for our Silver Oak Subdivision and is currently owned and maintained by the Homeowners Association.

CLAUSE III - ANNUAL ASSESSMENTS/DUES

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 each and every lot owner by appropriate legal action in courts of law or equity.

Each lot owner is a Member of the Silver Oak Estates Homeowners Association, and as such, is responsible for the annual fee to maintain the property. This annual dues assessment shall be collected by January 31st of each new year. The invoice must be paid within 30 days of receipt. Much of these assessments are used to maintain the property for the coming year. If any homeowner chooses not to pay their annual dues assessment, after a total of three (3) notifications/invoices sent, a lien will be placed on the lot. The homeowner will be responsible for an additional late fee, as well as attorney fees for the legal action that proceeds. **LATE FEE???**

Along with an annual assessment due each January 31st, lot owners will incur a fine for any of these covenants and provisions not followed. After 2 notifications of a breach in the Homeowners Association covenants provided, the lot owner will incur a fine, as appropriate by the HOA board. It is the homeowner's responsibility to respond to the board's attempts to communicate. If homeowner refuses/ignores having a discussion on progress and show documentation of rectification with HOA board, the board will proceed with the HOA FINE ESCALATION SCHEDULE (see attached).

Majority Voted on 20% of current annual assessment - due within 30 days.

In the event that the HOA Board 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 attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations, to require corrections of modifications, or to recover damages.

Some future annual budgets may include a special project for the HOA members to vote on approving. If the project is approved by majority vote, the annual assessment may be temporarily increased for a 'special assessment' to complete the project.

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 ten (10) 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 additions thereto, shall have been 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 the Silver Oak Estates Homeowners Association 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

The undersigned do hereby certify and covenant that they are the owner of all of the property affected by this document and that they are authorized to execute the same.

PROCESS of APPEALS

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IN WITNESS WHEREOF, the undersigned have executed this document for the uses and purposes herein set forth, this _____ day of _____, 20__.

Silver Oak Estates Homeowners Association

Randy Friedman, President

Kevin Rogers, Vice President

Andrea Frederick, Treasurer

Megan Traeger, Secretary

Andy Martin, Voting Member of the Board

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Randy Friedman, personally known to me to be the President of the Silver Oak Estates Homeowners Association, 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, he signed and delivered the said instrument.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

(seal)