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SANGAMON COUNTY
ILLINOIS

REC FEE: 42.00
REC REST FEE: 4.00
GIS FEE: 9.00
GIS REST FEE: 1.00
RHSP FEE:
ST STAMP FEE:
CO STAMP FEE:
UCC FEE:
TOTAL: \$56.00
PAGES: 31
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

Madam Recorder:

Please Index Under:

Stites Development, Inc.
Oak Mill Estates

OAK MILL ESTATES
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Common Address:
Oak Mill Estates

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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR OAK MILL ESTATES SUBDIVISION**

WHEREAS, STITES DEVELOPMENT, INC. (hereinafter referred to as "Developer"), is the owner or record option holder of all of lots and lands platted or to be platted of record as Oak Mill Estates (hereinafter "Subdivision"), being a subdivision of the following described property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

WHEREAS, it is desirable to secure the best use and improvements of the lots therein and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Developer desires to create a finer quality residential subdivision having a standard architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing wooded areas in their natural state, and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the lots in said subdivision to the following restrictions and covenants, including but not limited to methods of construction and maintenance as will secure a continuous standard for the proper development of said subdivision.

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Whereas, said subdivision will be developed in phases and it is the intention that upon recording of the plat of each phase of Oak Mill Estates (irregardless of phase or addition number), the covenants herein shall become applicable to such lots as platted.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the aforesaid STITES DEVELOPMENT, INC. hereby declares that all lots in Oak Mill Estates now or hereafter platted by recorded plat shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. BUILDING SITE AND ARCHITECTURAL CONTROL COMMITTEE.

The term "Building Site" as used in this Declaration shall mean any lot of record or portion of lot or lots in any phase or addition of Oak Mill Estates under a single ownership, whether owned by a trust, a partnership, a corporation, an individual and/or individuals or other entity, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a single family dwelling.

Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE, composed of: John H. Stites, Jr. and Ron Hasara. In the event of the death or resignation of any member of said Committee or inability to serve, the remaining members shall appoint a replacement member to fill the vacancy. In the event of death or resignation of all members, Stites Development, Inc. shall appoint a replacement committee (provided the duties of the Architectural Control Committee have not yet been delegated by the Architectural

Control Committee to the Oak Mill Estates Homeowners Association as later herein provided). The size of the Architectural Control Committee shall be not less than two (2) persons nor more than five (5) persons, to be determined by the Committee, itself. The Architectural Control Committee shall have the right to prevent the clearing of a building site and subsequent excavation and grading or alteration of the building site for failure to comply with the provisions of this document or any other recorded instrument regulating land use and development of the land described herein and/or for failure to comply with applicable law, municipal ordinance or regulation. Prior to obtaining a building permit and/or prior to the construction of the main residence or subsequent additions thereto, a building site owner is required to seek approval of building plans through the Architectural Control Committee. The Committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways and walkways and the preservation of certain existing trees and wooded areas. To comply with this requirement, each building site owner, prior to construction of the main residence or any subsequent additions on the building site, shall submit two (2) sets of the actual plans and specifications of the improvement to be constructed. Such plans and specifications shall include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The

building site owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the final plans. If no objections to the plans are raised by the Architectural Control Committee within seven (7) days of submission of the final plans to said Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

The Architectural Control Committee shall also have authority to review and approve further alterations of the building site, including but not limited to exterior modifications to any structure previously approved by the Architectural Control Committee, and including location of decks, pools, fences, or other improvements within a building site. Each owner herein agrees to submit plans to the Architectural Control Committee prior to additional construction which will alter the appearance of the building site. The rights and authority of the Architectural Control Committee and submissions required of the owner shall be the same for subsequent alteration of the building site as exist for construction of the main residence or additions thereto. If no objection is raised by the Architectural Control Committee within seven (7) days of submission of said final plans to the Committee, said plans shall be deemed to be approved by the Architectural Control Committee.

2. MINIMUM REQUIREMENTS.

The following minimum requirements shall apply to all residential improvements within this subdivision:

A. Single Family Dwelling:

1. Exclusive of basement and porches, minimum floor area of a single level dwelling unit shall be not less than 1,700 square feet.

11. Exclusive of basement and porches, the minimum floor area of a two level dwelling unit shall be not less than 2,000 square feet.

The Architectural Control Committee shall have the authority to change minimum floor square footage requirements on building sites with restricted building areas. However, such changes shall not relieve the Owner of Owner's obligation to comply with applicable zoning laws.

B. Duplex Dwelling:

1. Exclusive of basement and porches, the minimum floor area of a single level unit shall not be less than 1200 square feet.

11. Exclusive of basement and porches, the minimum first floor area of a two level unit shall not be less than 1200 square feet.

The Architectural Control Committee shall have the authority to change minimum floor square footage requirements on building sites with restricted building areas. However, such changes shall not relieve the Owner of Owner's obligation to comply with applicable zoning laws.

C. The minimum side yard dimensions shall not be less than those set forth in applicable zoning ordinances. On each

individual building site, the Architectural Control Committee shall have the authority to require site plans with a) the minimum front setback shall be 30 feet; b) the minimum side yard shall be 10 feet, however, the Architectural Control Committee shall have the authority in its discretion to require side yard of 15 feet; c) the minimum rear yard shall be 20 feet; d) relative to corner lots, setback from the side street line shall not be less than 50% of the required front yard setback. To the extent that applicable zoning ordinances shall require greater setbacks, said applicable zoning shall control. The Architectural Control Committee reserves the right to alter setback requirements (other than those imposed by ordinance) as to any given lot should it be necessary to preserve the harmony of development in the subdivision or to accommodate building concerns created by irregularly shaped or located lots and/or cul-de-sac curves or a building site located over multiple lots or a building site located on a duplex lot or other special situations.

D. Each dwelling unit shall have a garage suitable for the storage of at least two vehicles. Attached garages are encouraged and preferred. Detached garages may be permitted at the sole discretion of the Architectural Control Committee where the detached garage is designed in a manner complimentary and reflective in style of the principal residence and is of comparable construction. Orientation and width of driveway subject to approval of the Architectural Control Committee. Driveway width shall be at least 18 feet to serve a two car garage except in the

case of rear or side entrance garages not directly fronting a street where minimum driveway width shall be at least 10 feet. Additional driveway width may be required by the Architectural Control Committee for garages for more than two vehicles. Driveways shall be constructed of concrete, asphalt or other material as approved by the Architectural Control Committee.

E The roof shall have a minimum slope of six (6) vertical feet for each twelve (12) horizontal feet.

F. No above-ground swimming pools shall be permitted on any building site. In-ground pools shall be permissible, provided, however, that any fence enclosing such in-ground pool shall be subject to prior approval by the Architectural Control Committee.

G. Board on board wooden fences or other types of closed fences approved by the Architectural Control Committee may be constructed on any building site as set forth herein. No fence shall be erected in front of a residence. No fence shall be erected without prior approval of the Architectural Control Committee. In the case of corner building sites, both street sides of the residence shall be considered as front lines. Fences shall also comply with Village of Rochester zoning ordinance 10-3-9. Style and material of fence subject to the approval of the Architectural Control Committee. No metal fence, hurricane fence or chain link fence shall be permitted other than the open wrought iron type. The Architectural Control Committee reserves the right to require removal of any fence at the expense of the owner should such fence be erected without prior approval of the Architectural

Control Committee.

H. No outside or unattached storage buildings shall be permitted on any building site. Detached garages may, but are not required to be permitted by the Architectural Control Committee as set forth at Item D.

I. Approval of the vertical elevation of the ground floor is reserved to the Architectural Control Committee and must be approved prior to construction.

J. All structures shall incorporate brick, stone or other similar substance approved by the Architectural Control Committee in an amount, quantity and style as determined by the Architectural Control Committee on street sides of the residence.

The foregoing requirements shall be in addition to any other requirements set forth elsewhere herein.

3. DELEGATION OF DUTIES OF ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee, at its option, may delegate its duties specified in this document to the Oak Mill Estates Homeowners' Association at which time Association through its Board shall therein appoint a new Architectural Control Committee with terms of Committee members to be determined by the Association. Such appointed persons shall assume the function of the Architectural Control Committee herein. In any event, the duties of the original Architectural Control Committee and the appointment of Committee members shall be deemed delegated to the Oak Mill Estates Subdivision Homeowners' Association as of the first day of January, 2015, if not sooner made, unless lots exist

in the name of Stites Development, Inc. without habitable improvements thereon (hereinafter an "unbuilt lot") in which case the appointment of committee members shall be deemed delegated to the Subdivision Homeowners' Association upon the sale or transfer of or completion of habitable residence on such last unbuilt lot by Stites Development, Inc.

4. RIGHTS OF WAY AND EASEMENTS.

Rights of way and easements for installation and maintenance of utilities, water retention facilities, drainage facilities, entrance areas and boulevards are reserved as shown on the recorded plat. Within such areas, no structure, fence, planting or other material, shall be placed or permitted to remain which may damage or impair the function or interfere with the installation and maintenance of utilities or use of said easements or areas as otherwise intended. Any improvements so located shall be removed upon the request of the Architectural Control Committee, its successors or assigns, or any public utility using said area, at the expense of the owner of said building site. The easement area of each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements which a public utility or authority is obligated to maintain.

Building site owners are prohibited from altering, restructuring or redesigning drainage easement areas unless authorized by the Village of Rochester and the Architectural Control Committee. Any such altering, redesigning or restructuring

shall not alter or impair the drainage easements and where grading and restructuring is necessary, it shall not be done without prior approval of the Architectural Control Committee, and the lot owner or building site owner shall replant all easement areas to restore grass and vegetation removed during regrading or restructuring. Any regrading shall be in conformity with applicable Village ordinances. It shall be the responsibility of the Owner to confirm applicable ordinances. The Village and/or Architectural Control Committee and/or Developer are authorized to correct any such change made by or on behalf of a homeowner at the homeowner's expense.

5. HOMEOWNERS' ASSOCIATION AND ASSOCIATION DUES.

Every person or entity who is the owner of a fee or undivided fee interest in any building site that is subject to this Declaration shall be deemed to have membership in the Oak Mill Estates Homeowners' Association (hereinafter "Homeowners' Association" or "Association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. In the event of multiple owners of a building site, voting rights shall be as set forth within this document. Membership shall be appurtenant to and may not be separated from ownership of any building site. Ownership of a building site shall be the sole qualification for membership.

The Developer may but shall not be required to incorporate the

Oak Mill Estates Homeowners' Association and may but shall not be required to draft, execute and file Articles of Incorporation and By-Laws for the Homeowners' Association consistent with the terms and conditions of this Declaration.

Each building site (owned by a person or an entity other than Developer) shall pay \$25.00 per year in Association dues payable March 1st of each year for the period of that March 1st through February of the following year. Developer is authorized to collect dues on behalf of the Association, including but not limited to collection of dues at closing. In closings from March 1st through December 31st, Developer shall collect \$25.00 from building site purchasers for the current year in which closing occurs. In closings from January 1st to March 1st, Developer shall collect \$25.00 from each building site purchaser applicable to the dues due and payable the upcoming March 1st.

Funds collected by Developer on behalf of the Association may be expended by Developer for and on behalf of the Association.

Developer may maintain funds on behalf of the Association in its corporate accounts providing same are defined as Association funds by ledger entry. Funds not expended by the Developer for and on behalf of the Association shall initially be turned over to the Association on or before March 1, 2006 and thereafter on a periodic basis, at least annually.

The annual dues may be increased after March 1, 2006 by a 3/4 vote of the Association with each building site being entitled to one (1) vote (irregardless of the number of Association members who

may be owners of that site).

Association funds may be expended for:

A) maintenance of entrance signs and landscaping at Old Timbers and Oak Street.

B) enforcement of any obligation herein incumbent on any owner or owners, including but not limited to payment of court costs and attorney's fees incurred by Developer or the Association.

C) social purposes designed to benefit the members of the Association as a whole or group.

D) improvement of park or community facilities adjacent to Oak Mill Estates or within the Village of Rochester.

E) such other purposes necessary to maintain and operate the Association.

Expenditure of Association funds shall be by majority vote of the Association Board (or in the absence of the Association Board, by the Developer while a lot or building site owner) for items A, B and E above. Expenditures for items C and D above shall be made after approval by simple majority vote of the Association members present at an annual or special meeting and only provided funds retained after such expenditures by or on behalf of the Association will exceed \$1,000.00. For the purposes of the vote as to expenditure of funds relative to C and D, each Association member shall be entitled to one (1) vote.

Association dues not paid on or before March 1st shall constitute a lien upon the building site for which it is due and a joint and several personal obligation of the owners of the building

site subject to enforcement by foreclosure and, alternatively, at the election of the Association acting through its Board, or the Developer in the absence of the Association, by such other legal or equitable remedies as may exist as to a debt under Illinois law.

Any owner against whom enforcement proceedings are brought by the Association or Developer as to any obligation under this instrument shall be obligated for the expenses of enforcement, including attorney's fees and court costs.

6. ANNUAL ASSOCIATION MEETINGS AND SPECIAL MEETINGS.

The first meeting of the Association shall be the first Monday in March, 2006. The Association shall have its annual meeting thereafter at a similar or like time each year thereafter. Special Association meetings may be called by any Board member for any purpose with mailing, posting or delivery of notice to each building site. Good faith attempted delivery of notice to existing mailboxes located within the Subdivision shall be deemed appropriate notice. Such notice may be addressed generally "Resident Homeowner" or other similar term. Building site owners without mailboxes shall be deemed to have waived notice. Irregularities in notice or receipt of notice shall not invalidate a good faith attempted mailing, posting or delivery of notice.

7. ASSOCIATION BOARD.

At each annual meeting, the Association shall elect from its members a President, Secretary and Treasurer to serve on the Board of Directors (also known as Board or officers) of such Association until the next annual meeting.

As to the election of Board members, each Association member shall be entitled to one (1) vote (irregardless of the number of lots owned by an Association member) for each Director position except in the case of the Developer, who will be entitled to one (1) vote for each Director position for every platted and recorded building site owned by the Developer. The person receiving the highest number of votes from those members present and voting shall be elected to that position (President, Secretary or Treasurer).

In the event the Developer incorporates the Association prior to the initial election of officers on the first Monday of March, 2006, the Developer may name the initial officers who will serve until the election of the first officers by the Association as provided above.

The Board shall have all powers for the conduct of the affairs of the Association as provided by this Declaration, by applicable law, and by the Articles of Incorporation and By-Laws of the Association, which are not specifically reserved to the members or Developer herein. The Board shall meet as necessary and report to the Association at the annual meeting as to matters handled by the Board. The Board shall further furnish an accounting of expenditures made by the Board from funds or dues collected or received. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

(A) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, pledge, insure, lease, convey, sell, mortgage, transfer or dedicate real or personal property

for the benefit of the Members in connection with the affairs of the Association;

(B) Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural Control Committee; to appoint and oversee and remove members of the Architectural Control Committee upon the earlier of delegation of such authority to the Association by the Developer or January 1, 2015.

(C) Assessments. To fix, levy and collect assessments as provided for herein, and to enforce lien rights created by law and by this instrument;

(D) Employment of Agents. To employ, release, terminate, or enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(E) Enforcement of Governing Documents. To perform acts as may be reasonable necessary or appropriate, including bringing suit, causing a lien to be foreclosed; suspending membership rights to enforce or effectuate any of the provisions of this document.

(F) MAINTENANCE OF SIGNAGE. The Association through its Board shall maintain subdivision signage on Old Timber Road at Oak Street and any landscaping associated with such signage

which is the only area of "maintenance" and make assessments permitted under this instrument and have such other functions, obligations and rights as set forth in this document. All maintenance of such signage and signage area landscaping shall be in accord with applicable ordinances of the Village of Rochester as from time to time may be applicable.

8. SUBORDINATION OF LIEN. Any lien for unpaid Association dues or expenses provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the building site subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such building site pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

9. ESTOPPEL CERTIFICATES. The Association through its Board or Treasurer shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said member's building site, up to a given date or time of conveyance. The Association shall also certify as to whether or not there is any pending action for enforcement of these governing documents as to the building site as of the date of certification. Said certificate shall be delivered to the place of closing and all

outstanding assessments and other charges, if any, and a reasonable charge not to exceed \$25.00 as determined by the Board to cover the cost of providing such certificate, shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

10. RESERVATIONS IN FAVOR OF DEVELOPER.

While Developer retains ownership of any building site or lot within the Subdivision, the Developer reserves the right to maintain subdivision signage and landscaping at or near the intersection of Old Timbers Road and Oak Street at the expense of the Homeowner's Association.

Developer shall be entitled to reimbursement for maintenance expense from collected assessments. Developer shall be accorded all rights and remedies, including but not limited to enforcement rights and remedies afforded the Homeowners' Association herein while owning lots within Oak Mill Estates Subdivision prior to their initial sale.

The Developer shall not be required to construct other Common Areas or water retention facilities upon property located within any Plat of Oak Mill Estates unless required by the Village of Rochester at the time of Plat approval.

Developer is and shall be permitted to convey Lot 1000 or other lot designated for water detention to the Village of Rochester pursuant to Preannexation Agreement. Maintenance of Lot 1000 or other lot so conveyed shall thereafter be the obligation of the Village upon acceptance of such conveyance.

The Developer reserves the right to add building sites and memberships located in additional contiguous property to membership in the Oak Mill Estates Homeowners' Association as additional plats, if any, are added to Oak Mill Estates (even to the extent that such land is not within the perimeter of the land described in attached Exhibit A). Any such new members shall be subject to the same rights and obligations with respect to membership in the Homeowners' Association as all current members at the time any such addition is made.

11. EROSION CONTROL AND LANDSCAPE WASTE.

During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

A. Disposing of all landscape waste, such as brush, weeds, removed trees and excess dirt, in a lawful fashion by burial, incineration or removal, without causing damage to an adjacent building site or other property within Oak Mill Estates.

B. In the case of making improvements to a building site, the owner shall place, or require a General or Sub-Contractor to place, all excavated soils deposited within the building site at least five (5) feet away from any lot line,

and the owner or General or Sub-Contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts, the building site owner or contract of the building site owner's designation shall erect and maintain a water permeable cloth dike of suitable strength and durability across the front of a building site and around the perimeter of excavated soil piles or shall employ other effective means to prevent such soils from eroding or washing into easements or rights of way or other building sites. Such dikes or other systems shall be maintained until the excess soil has been brought to approved final grade or removed from the building site.

C. Immediately after the final grade has been established and approved on the building site surrounding the building site, the building site owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and strawing, or covering the exposed areas with approved landscape material to prevent erosion. Drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the Village Engineer. Sodding shall occur on all side yards to the rear line of the constructed structure and in all front yards unless otherwise permitted by the Architectural Control Committee for a given lot.

D. Soils, mud and landscape waste carried from a

building site onto other properties and common areas such as ponds, easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the building site owner.

The Developer, his successors and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner if the building site owner or his designated contractor is unwilling or unable to prevent such erosion.

12. EXCESS MATERIAL, WASTE.

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at anytime for a dumping ground.

13. ADDITIONAL COVENANTS.

A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

B. No structure of a temporary character, trailer, basement, shack, barn or other outbuilding shall be erected or placed on any building site at any time, except during the construction period without approval of the Architectural Control Committee.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision

except dogs and cats and other common pet animals, and not for any commercial purposes.

D. All grass and weeds shall be kept cut on sold vacant building sites and not to exceed a height of 12 inches, and no vacant building sites shall be permitted to fall into an unsightly condition, except that the building site owner shall not be obligated to clear natural wooded areas of brush and undergrowth. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage and other waste shall be kept in sanitary containers. Any vacant building site which falls into an unsightly condition may be mowed or cleaned up by the Developer at the expense of the owner.

E. Use shall be limited to residential, no commercial office, studio, parlor or other business establishment shall be operated within the subdivision.

F. No log homes are permitted.

G. In accordance with Section 11-5-5 of the Village of Rochester's Subdivision Ordinance, the homesite owner or designated agent must promptly contact the Village of Rochester if field tile are broken or damaged during the construction of any residence. Further, it is the responsibility of the homesite owner to repair the tile so as not to impair its proper functioning. The excavation area containing the tile shall not be back-filled until the Village of Rochester has inspected the repair and determined it to be satisfactory.

H. All utilities, including telephone, electric and

television cables, other than for temporary service during construction, shall be underground.

I. Each building site shall be connected to the public sanitary sewers. No sump pump in any home shall be connected to or discharge into the public sanitary sewer system. The discharge line from a sump pump shall be connected to the sump pump collector line or the storm sewer main. The collector line will be placed in an easement abutting the right-of-way as design requires. Therefore, the owner will need to make provisions to ensure the location of the building site's discharge line for any sump pump is practical with respect to the location of the collector line or storm sewer. The expense of the sump pump system will be the responsibility of the owner. It is the owner's responsibility to contact the Village of Rochester for direction with respect to preparations for the sump pump discharge outlet. Direct discharge by lots surrounding the water retention facility to the water retention facility (if so permitted by the Village of Rochester) shall comply with aesthetic and other directions of the Architectural Control Committee as to location and manner of discharge.

J. No public utility or the Village of Rochester will be liable for damage to or destruction or removal of trees, shrubs or other improvements within public easement areas.

K. No sign of any kind shall be displayed to the public view on any building site except one (1) miscellaneous sign of not more than one (1) square foot, one (1) sign of not more than five (5)

square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, unless approved by the Village of Rochester and the Architectural Control Committee.

L. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

M. Except as required to be permitted by state or federal law, no satellite dish, television antennae or similar device used for television reception shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building.

N. No kennel, dog house, dog run or similar structure shall be located upon any building site.

O. No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailer, campers, house trailers, mobile homes or carryalls, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business in any garage on the premises. No derelict vehicles shall be kept or stored on any building site.

14 SIDEWALKS.

After the construction of the sidewalk in front of a building site and acceptance by the Village Engineer or his representative,

the building site owner shall be responsible for replacing at his own expense, any broken section. To the extent the Village shall permit deferred construction of a sidewalk on a given lot or lots, the owners of said given lots shall construct or install said sidewalks to code specifications at their own expense, said sidewalk to be in place commensurate with occupancy.

15. WAIVER OR CLAIM.

To the fullest extent permitted by law, each owner, by acceptance of deed, and the owner's agents, employees, contractors, subcontractors or other parties claiming by, through or thereunder hereby waives any and all causes of action against the members of the Architectural Control Committee in their individual or personal capacity relative to any decision, action or omission made by a member of the Architectural Control Committee. Each homeowner and their agents, employees, contractors, subtrades or other parties claiming by, through or thereunder waive all causes of action against the Architectural Control Committee in its capacity as an entity or corporation except to the extent said cause of action is limited to the nature of declaratory action to overturn a ruling or directive of the Architectural Control Committee based on gross negligence or material deviation from the provisions of the document. Each homeowner, for themselves, their agents, employees, contractors, subcontractors or other parties claiming by, through or thereunder, waives any right to monetary damages or financial compensation of any form (including court costs and attorney's fees) relative to the Architectural Control Committee and/or any

member thereof relative to any act or omission of the Architectural Control Committee. No Board member shall be personally liable for any decision, action or inaction undertaken in good faith performance of the duties of such position under this instrument.

16. DURATION OF RESTRICTION.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument rescinding or modifying these covenants which is signed by more than seventy-five (75%) per cent of the then record owners of the building sites delineated in all plats of Oak Mill Estates, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois. Each building site shall have one vote, agreeing to change or rescind said covenants in whole or in part. No amendment to these covenants and restrictions shall operate to terminate the existence of the Homeowners' Association, nor shall it relieve the Homeowners' Association from its obligations hereunder to assess fees or maintain signage of its choice and landscaping at the intersection of Old Timbers and Oak Street.

17. REMEDIES FOR VIOLATION NOT EXCLUSIVE TO BOARD.

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, the remedies herein may be exercised by any Member of the Association and/or the Developer, individually,

and such Member or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them at their sole expense. Only the Developer and the Association shall have the right to compensation for enforcement expenses incurred as a result of any such breach or violation, in the nature of attorney's fees and court costs.

18. SEVERABILITY.

Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

19. DEVELOPER'S RIGHT TO MODIFY AND MAKE CORRECTIONS.

Developer reserves the right to correct scrivener's errors, if any, or make technical correction to these covenants prior to or commensurate with recording of the final plat without additional consent of homeowners or lot or building site owners within Oak Mill Estates.

20. ADDITIONAL LAND TO BE SUBJECTED TO COVENANTS.

The Developer herein reserves the right to subject additional land to such covenants as it is acquired and platted to form part of Oak Mill Estates. Said land may include but shall not be limited to the land described on attached Exhibit B. At the time of the recording of this Declaration, an option exists in favor of the Developer and/or its nominees for the purchase of said land described in Exhibit B and it is contemplated that as said land is

EXHIBIT A

PART OF OUTLOTS 4 AND 5 OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of the Northwest Quarter of said Section 15; thence North 00 degrees 00 minutes 51 seconds West along the East line of said Northwest Quarter, a distance of 1,314.99 feet; thence North 00 degrees 02 minutes 25 seconds East along said East line, a distance of 114.06 feet to the point of beginning.

From said point of beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 379.86 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 351.90 feet; thence North 86 degrees 34 minutes 04 seconds West, a distance of 91.75 feet to a found stone at the Northeast corner of Lexington Heights No. 3 subdivision; thence North 88 degrees 03 minutes 51 seconds West along the North line of Lexington Heights No. 3 and No. 2, a distance of 423.35 feet to a found stone marking the Northwest corner of Outlot 5 of the Northwest Quarter of said Section 15; thence North 87 degrees 51 minutes 57 seconds West along the North line of said Lexington Heights, a distance of 507.06 feet to the Southeast corner of Lot 5 in Luparell Subdivision; thence North 00 degrees 55 minutes 04 seconds East, a distance of 454.66 feet to the Northeast corner of Lot 1 in Luparell Subdivision; thence South 89 degrees 03 minutes 49 seconds West, a distance of 221.50 feet; thence North 00 degrees 05 minutes 19 seconds East, a distance of 318 01 feet, thence South 87 degrees 46 minutes 31 seconds East along the South line of the Village of Rochester Park, a distance of 507 56 feet; thence South 01 degrees 23 minutes 35 seconds East, a distance of 232.09 feet; thence North 88 degrees 36 minutes 25 seconds East, a distance of 69.73 feet; thence North 54 degrees 53 minutes 17 seconds East, a distance of 153.34 feet; thence North 47 degrees 53 minutes 53 seconds East, a distance of 65.67 feet; thence North 89 degrees 56 minutes 32 seconds East, a distance of 133 04 feet, thence North 00 degrees 23 minutes 08 seconds West, a distance of 5.98 feet; thence North 89 degrees 36 minutes 52 seconds East, a distance of 140.00 feet; thence South 89 degrees 05 minutes 55 seconds East, a distance of 60 02 feet; thence North 89 degrees 36 minutes 52 seconds East, a distance of 285.41 feet; thence North 86 degrees 33 minutes 06 seconds East, a distance of 60.11 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 180.11 feet to the East line of the Northwest Quarter of said Section 15, thence South 00 degrees 02 minutes 25 seconds West along said East line, a distance of 357.62 feet to the point of beginning.

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EXHIBIT B

Land adjoining Oak Mill Estates, First Addition, to be acquired by Stites Development, Inc. under option from Joseph Luparell and Virginia Luparell, a/k/a Francis Virginia Luparell:

Beginning at the Northeast corner of said Northwest Quarter; thence South 00 degrees 02 minutes 25 seconds West along the East line of said Quarter, 1315.16 feet; thence South 00 degrees 00 minutes 51 seconds East along said Quarter line, 907.33 feet to the Southeast corner of said Lot 5; thence South 87 degrees 32 minutes 16 seconds West along the South line of said Lot 5 and the West one chain of said Lot 12, 465.50 feet; thence North 00 degrees 32 minutes 16 seconds West along the East line of Lexington Heights Addition 3, 695.01 feet to a found stone; thence North 88 degrees 03 minutes 51 seconds West along the North line of Lot 6 in said subdivision, 423 35 feet to a found stone at the Northeast corner of Lot 7 in said subdivision; thence North 87 degrees 51 minutes 57 seconds West along the North line of said Lot 7 and Lot 8 to a found iron pin marking the Southeast corner of Lot 5 in said Luparell Subdivision; thence North 00 degrees 55 minutes 04 seconds East, 454 66 feet to a found iron pin marking the Northeast corner of Lot 5 in said Luparell Subdivision; thence North 89 degrees 03 minutes 49 seconds West along the North line of said Lot 5, 221.50 feet to a point 30 feet East of the West line of said Lot 4; thence North 00 degrees 05 minutes 19 seconds East and running parallel and 30 feet East of said West line, 318.01 feet; thence South 87 degrees 46 minutes 31 seconds East, 550.38 feet; thence North 00 degrees 05 minutes 19 seconds East, 801.07 feet to a point on the North line of said Northwest Quarter also being the North line of said Lot 1; thence South 87 degrees 45 minutes 43 seconds East along said North line, 1065.41 feet to the point of beginning.

Excepting therefrom all of the following:

PART OF OUTLOTS 4 AND 5 OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

Commencing at the Southeast corner of the Northwest Quarter of said Section 15; thence North 00 degrees 00 minutes 51 seconds West along the East line of said Northwest Quarter, a distance of 1,314.99 feet; thence North 00 degrees 02 minutes 25 seconds East along said East line, a distance of 114.06 feet to the point of beginning.

From said point of beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 379.86 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 351.90 feet; thence North 86 degrees 34 minutes 04 seconds West, a distance of 91.75 feet to a found stone at the Northeast corner of Lexington Heights No. 3

subdivision, thence North 88 degrees 03 minutes. 51 seconds West along the North line of Lexington Heights No. 3 and No. 2, a distance of 423.35 feet to a found stone marking the Northwest corner of Outlot 5 of the Northwest Quarter of said Section 15; thence North 87 degrees 51 minutes 57 seconds West along the North line of said Lexington Heights, a distance of 507.06 feet to the Southeast corner of Lot 5 in Luparell Subdivision; thence North 00 degrees 55 minutes 04 seconds East, a distance of 454.66 feet to the Northeast corner of Lot 1 in Luparell Subdivision; thence South 89 degrees 03 minutes 49 seconds West, a distance of 221.50 feet; thence North 00 degrees 05 minutes 19 seconds East, a distance of 318.01 feet; thence South 87 degrees 46 minutes 31 seconds East along the South line of the Village of Rochester Park, a distance of 507.56 feet; thence South 01 degrees 23 minutes 35 seconds East, a distance of 232.09 feet; thence North 88 degrees 36 minutes 25 seconds East, a distance of 69 73 feet; thence North 54 degrees 53 minutes 17 seconds East, a distance of 153.34 feet; thence North 47 degrees 53 minutes 53 seconds East, a distance of 65.67 feet; thence North 89 degrees 56 minutes 32 seconds East, a distance of 133.04 feet, thence North 00 degrees 23 minutes 08 seconds West, a distance of 5.98 feet; thence North 89 degrees 36 minutes 52 seconds East, a distance of 140 00 feet; thence South 89 degrees 05 minutes 55 seconds East, a distance of 60.02 feet; thence North 89 degrees 36 minutes 52 seconds East, a distance of 285.41 feet; thence North 86 degrees 33 minutes 06 seconds East, a distance of 60.11 feet, thence North 90 degrees 00 minutes 00 seconds East, a distance of 180.11 feet to the East line of the Northwest Quarter of said Section 15, thence South 00 degrees 02 minutes 25 seconds West along said East line, a distance of 357.62 feet to the point of beginning.

The above land comprising Exhibit B also commonly referred to as:

Lot 1, except the West 580 feet thereof; Lot 4, except the West 580 feet of the North 425 feet thereof and the West 30 feet excepting the North 425 feet thereof; all of Lot 5; and the East 1 chain of Lot 12; all being part of the Subdivision of the Northwest Quarter of Section 15, Township 15 North, Range 4 West of the Third Principal Meridian, as surveyed and subdivided by the County Surveyor in May and June, 1865, reference being had to said survey record in the Recorder's Office of Sangamon County, Illinois, in Book 28, Page 576, situated in the County of Sangamon, State of Illinois.

Excepting therefrom Lots 1, 2, 3, 4 and 5 in Luparell Subdivision.

and further EXCEPTING therefrom Oak Mill Estates, First Addition.

