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DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

FOR

SAVANNA SPRINGS, LAKE VILLA, ILLINOIS

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**DECLARATION OF RESTRICTIVE COVENANTS  
AND EASEMENTS FOR  
SAVANNA SPRINGS, LAKE VILLA, ILLINOIS**

This Declaration of Restrictive Covenants and Easements is made effective as of July 12, 1995 by Pulte Home Corporation, a Michigan corporation ("Declarant").

**RECITALS:**

A. Declarant is the record title holder of certain real property located in the Village of Lake Villa, Illinois, which property is commonly known as "SAVANNA SPRINGS" and which property is legally described in Exhibit "A" of this Declaration ("Property"); and

B. SAVANNA SPRINGS is being developed as a single-family residential development, and Declarant desires to provide for the preservation of the values and amenities of SAVANNA SPRINGS for the benefit of the Property, to create certain easements appurtenant to all or a part of the Property, and to provide for the use, maintenance, and repair thereof for Declarant and any and all subsequent Parcel Owners (hereinafter defined), all of which shall inure to the benefit of and shall run with the ownership of the Property and shall apply to and bind successors in interest and any subsequent owner thereof.

ACCORDINGLY, Declarant hereby declares that any interest in the Property is and shall be held, conveyed and occupied subject to the covenants, easements, charges, liens and restrictions hereinafter set forth (all of the foregoing, as hereinafter set forth, are sometimes collectively called the "Protective Covenants").

**I. THE PROPERTY**

The Property affected hereby and subject to this Declaration is commonly known as "SAVANNA SPRINGS", a planned development located within the corporate limits of the Village of Lake Villa, Lake County, State of Illinois, and is legally described in Exhibit "A" attached hereto and incorporated herein as if fully stated. The Property shall also include any of the Additional Land legally described on Exhibit "B" attached hereto which may be annexed to the Property pursuant to the provisions of Section VIII.D. hereof.

**II. DEFINITIONS**

A. Capitalized Terms. The following capitalized terms when used in this Declaration or in any supplemental or amended Declaration (unless the same shall specifically provide otherwise) shall have the following meanings, interpretations and effect:

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1. "ADID Wetlands" shall mean those portions of the Wetlands which consist of areas given the "Advanced Identification" designation by the Army Corps.

2. "Approved Landscape Plan" shall mean a final landscape plan for all or any portion of the Property prepared on behalf of Declarant and approved from time to time by the Village and showing all landscaping required under Section IV.B.1 with respect to such portion of the Property.

3. "Army Corps" shall mean the United States Army Corps of Engineers or its successor United States governmental agency having jurisdiction over the discharge of dredged or fill materials into waters of the United States pursuant to Section 404 of the Clean Water Act, 33 U.S.C. 1344, and related regulations, which jurisdiction includes adjacent wetlands pursuant to 33 C.F.R. §§ 328.3(a) and 323.2(a) (7/1/92).

4. "Association" shall mean a formed or to be formed Illinois not-for-profit corporation to be known as "Savanna Springs Homeowners' Association" (or by such other name selected by Declarant as may be available at the time of its incorporation) for the purpose of owning and maintaining the Common Areas and for such other purposes as hereinafter may be set forth to effectuate the purposes of this Declaration. For purposes of this Declaration, references to the Association or its Board shall mean Declarant until such time as the Association is formed pursuant to Section V.A.

5. "Association Costs" shall have the meaning set forth in Section VII.C.

6. "Board" shall have the meaning set forth in Section VI.I.

7. "Buildable Lot" shall mean a Lot or portion of the Property (a) which is not designated in this Declaration or by any other recorded instrument as part of (i) the Common Areas, or (ii) any other common areas intended to be owned by a Homeowners' Association formed or to be formed for the purpose of owning and maintaining any common areas within a Subdivision; and (ii) which meets the applicable requirements of the Village's zoning ordinance for purposes of constructing a residence or other building.

8. "Class A Member" shall have the meaning set forth in Section V.E.1.

9. "Class B Member" shall have the meaning set forth in Section V.E.2.

10. "Common Area" or "Common Areas" shall mean and include (i) those Lots (exclusive of any Buildable Lots) that are from time to time designated on a Plat of Subdivision as being an "Outlot" (other than any Outlot conveyed to the Village); (ii) areas, if any, designated on a Plat of Subdivision or otherwise granted by Declarant or a subsequent owner as a "Private Water Detention Easement" or a "Detention and Drainage Easement" or words of similar import used in such Plat of Subdivision or grant and which are not part of a Buildable Lot; (iii) any other areas of land within the Property intended

for the common use or benefit of the Parcel Owners and Occupants of all or any portion of the Property and which are so designated by Declarant in this Declaration or in another duly recorded instrument, including the Landscaped Entrance Ways; and (iv) any facilities or Improvements appurtenant thereto and owned by Declarant (until transferred or assigned to the Association) or by the Association. Common Areas may be owned by Declarant or by any Parcel Owner constructing the same if the same are intended for the benefit of more than the Parcel or Lot owned by such Parcel Owner or the Association, unless and until dedicated or conveyed to the Village or another Governmental Authority as provided in Section VI.E. For purposes of this Declaration, however, Common Areas shall not include any common areas designated as such in any declaration or other recorded instrument covering a separate Subdivision within the Property and which are intended to benefit only the Parcel Owners within such Subdivision and for which a separate Homeowners' Association is formed or to be formed.

11. "Corporate Authorities" shall mean the President and Board of Trustees of the Village.

12. "Cost of Maintenance" shall have the meaning set forth in Section VI.A.

13. "Declaration" shall mean this Declaration of Protective Covenants, as same may be amended from time to time.

14. "Declarant" shall mean the Declarant identified on page 1 of these Protective Covenants and its successors and assigns. In the event that at any time after the date hereof the named Declarant shall cease to be the record title holder of a fee simple interest in any portion of the Property, the rights and obligations of Declarant shall automatically be assigned to and assumed by the Association as provided in Articles V and VI.

15. "Deed" shall mean any deed from Declarant, or its successor or successors in title, conveying a Parcel or Lot to a Parcel Owner or the Association or a Homeowner's Association.

16. "Detention and Drainage Easement Areas" shall have the meaning set forth in Section IV.D.1.

17. "Drainage Easement Areas" shall have the meaning set forth in Section IV.B.2.

18. "Governmental Authority" shall mean and include any of the Village, the State of Illinois, the United States government or any political subdivision thereof or any quasi-governmental agency or department related thereto, including, but not limited to, the Army Corps.

19. "Governmental Regulations" shall mean and include the Village's zoning or other ordinances, building and other codes and any other laws, ordinances, codes, rules, regulations or other similar requirements imposed or adopted from time to time by a Governmental Authority.
20. "Homeowners' Association" shall have the meaning set forth in Section V.D.1.
21. "Improvement" or "Improvements" shall mean any and all enhancements, betterments or other changes of any kind made to the Property or to any Parcel, whether above or below grade, including, but not limited to buildings, equipment, utility installations, walkways, bike paths, driveways, landscaping, signs, site lighting, site grading and earth movement, all as set forth in the final engineering plans approved by the Village at the time of the approval of a final Plat of Subdivision, and any additions, changes or alterations thereto approved from time to time by the Village.
22. "Landscaped Entrance Ways" shall mean the those portions of the Property located within a Buildable Lot or any Common Areas which are intended to be landscaped and maintained by the Association in a manner to be approved by the Corporate Authorities of the Village at the time of the approval of a final Plat of Subdivision or an Approved Landscape Plan. It is also anticipated that such portions may contain monument signs approved by the Corporate Authorities of the Village at the same time or thereafter, which signs may include the name "SAVANNA SPRINGS" or another name chosen by Declarant or the Association to identify the Property.
23. "Maintenance" shall have the meaning set forth in Section VI.A.
24. "Member" shall mean either a Class A Member or a Class B Member in the Association.
25. "Occupant" shall mean any Person legally entitled to occupy and use any part or portion of a Parcel at any time, including, but not limited to lessees and Parcel Owners.
26. "Open Space Area" or "Open Space Areas" shall mean and include all those portions of the Outlots encumbered by the "Wetlands Conservation Easement" or designated as a "Resource Protection Area", and all areas within any portion of a Buildable Lot designated as a "Resource Protection Area."
27. "Parcel" or "Lot" shall mean any part or portion of the Property, fee simple title to which is, from time to time, under common ownership, the size and the dimensions of which shall be established by the legal description in the Deed conveying such Parcel or Lot and which may, but need not, correspond to a numbered or lettered lot of record established pursuant to a Plat of Subdivision.

28. "Parcel Owner" or "Parcel Owners" shall mean the Person or Persons other than Declarant who from time to time is or are the record title holder or holders of a fee simple interest in any portion of the Property.

29. "Person" shall mean any individual, corporation, partnership, trustee of a land trust or other legal entity, public or private.

30. "Plat of Subdivision" shall mean a final plat of subdivision executed and approved by the Corporate Authorities of the Village and any other Persons required by law in order to comply with the Plat Act, 765 ILCS 205/0.01 et seq. (1992), as the same may be amended from time to time, and all other applicable Governmental Regulations, which has been recorded in the Office of the Recorder of Lake County, Illinois, including any amendments, corrections or modifications thereto.

31. "Property" shall have the meaning set forth on page one.

32. "Proportionate Share" shall mean each Member's share of the Association Costs determined in accordance with the provisions of Section V.F.

33. "Protective Covenants" shall have the meaning set forth on page one.

34. "Purpose" or "Purposes" shall mean the purpose or purposes for which this Declaration has been established as set forth in Article III.

35. "Recapture Agreements" shall mean and include any agreement between Declarant (or any predecessor in title to Declarant) or any other Person and the Village or any other Governmental Authority whereby Declarant, such predecessor in title or such other Person has agreed to construct any Improvements for the benefit of or located within the Property on the condition that all or some portion of the cost of such Improvements, plus interest or other costs and expenses, shall be reimbursed by later users, Parcel Owners or any other Person in the manner provided in such agreement.

36. "Resource Protection Areas" or "Resource Protection Area" shall mean all or any portions of the Property included within the boundaries of any "Resource Protection Area" identified on any Plat of Subdivision.

37. "Storm Water Facilities" shall mean all areas within those Parcels or Lots comprising the Property which are designated as a "Drainage and Utility Easement" on a Plat of Subdivision, and all other components of the storm water detention and drainage system serving more than a separate Parcel or Lot within the Property, including all conduits, catch basins, inlets, inlet leads, catch basin leads, detention basins and retention ponds located within such Parcels or Lots or within any other Common Areas and the table land immediately adjacent to such basins and ponds (and contained,

however, within the Parcel or Lot so designated). There shall be excluded from Storm Water Facilities any storm water collecting facilities dedicated to or owned by any Governmental Authority and the storm water collecting sewers and facilities located within a Parcel or Lot, the principal purpose of which is to serve such Parcel or Lot, unless such Parcel or Lot is a part of the Common Areas.

38. "Subdivision" shall have the meaning set forth in Section III.C.

39. "Village" shall mean the Village of Lake Villa, an existing Illinois municipal corporation, and its successors.

40. "Wetlands" shall have the meaning provided in 40 C.F.R. § 230.41, as the same may be hereafter amended, and shall include only those portions of the Common Areas within the Property which are designated as such pursuant to the Wetlands Conservation Easement.

41. "Wetlands Conservation Easement" shall mean the easements created pursuant to that certain Wetlands Conservation Easement for SAVANNA SPRINGS heretofore granted by Declarant to the Army Corps and recorded on October 28, 1994 as Document No. 3608686 in the office of the Recorder of Lake County, Illinois.

42. "Wetlands Permit" shall mean that certain Department of the Army Permit issued August 16, 1994 by the Army Corps to Clarion Development, Inc. pursuant to Application No. 199300749, a copy of which is attached hereto as Exhibit "B" which permit has been assigned to Declarant, with respect to the Property and Additional Land in accordance with the attachment thereto included as a part of Exhibit "B" attached hereto.

43. "WindDance Declaration" shall mean that certain Declaration of Restrictive Covenants and Easements for WindDance, Lake Villa, Illinois, recorded as Document No. 3608687 with the Recorder of Lake County, Illinois.

44. "WindDance Development" shall mean that certain development of single family homes and open spaces of which the Property is a part, consisting of 223.64 acres, more or less, located in the Village of Lake Villa, Lake County, Illinois.

B. Grammatical Changes: Wherever appropriate in this Declaration, the singular shall include the plural and the plural the singular, and references to gender shall apply to any and all genders.

### III. PURPOSES

A. General Purposes. The purposes ("Purposes") for which this Declaration has been established are to ensure the proper development and use of each Parcel and Lot contained within the Property as a part of a first-class, high-quality single-family residential development, to provide a means to maintain and preserve the Wetlands in accordance with the requirements of the Wetlands Permit, and to protect the Parcel Owner or Occupant, present or future, of each Parcel and Lot against the improper development and use of other Parcels and Lots in a manner that will depreciate or otherwise adversely affect or result in the improper use or maintenance of any Common Areas or Lots.

B. Conflicts with Governmental Authorities and Regulations. These Protective Covenants are intended to complement all applicable Governmental Regulations, and where conflicts occur between these Protective Covenants and any Governmental Regulations, including the Village's ordinances, the most strict or stringent requirements shall be applied. Notwithstanding the foregoing, nothing contained in this Declaration shall be construed in any way so as to restrict or affect the Village's or any other applicable Governmental Authority's power and authority to review the plans and specifications for all proposed Improvements to insure compliance with all applicable Governmental Regulations regarding the issuance of building permits or any other applicable permits required in connection with such Improvements.

C. Right of Parcel Owners to Create Homeowners' Associations. This Declaration is intended to provide for the maintenance, repair and beautification of Common Areas intended to serve the entire Property, all as contemplated herein, and the creation of the Association to act as a so-called "master" or "umbrella" association with respect to the entire property. It is anticipated, however, that separate Homeowners' Associations may or will be created pursuant to separate declarations of protective covenants recorded from time to time with respect to or concurrently with a Plat of Subdivision creating an individual separate residential subdivision or another similar residential development to be located within the Property (each such subdivision or development is hereinafter called a "Subdivision"). Nothing contained in this Declaration shall be construed as preventing or requiring the same or otherwise limiting or governing the terms and provisions of any such declaration or the powers, duties and responsibilities of any Homeowners' Associations, except that no such declaration, Plat of Subdivision or other recorded instrument may (a) amend, alter, modify or revoke any of the terms and provisions of this Declaration; or (b) create any additional Common Areas to be maintained or owned by the Association, it being understood and agreed by any Parcel Owner acquiring any interest in the Property by a Deed recorded after the recordation of this Declaration that (i) any portion of the Property may be designated as Common Areas on any Plat of Subdivision or other recorded instrument only (x) if they are included within the definition of Common Areas in this Declaration, and (y) Declarant (or the Association, if Declarant has transferred or assigned its rights hereunder to the Association) consents thereto, which consent shall be evidenced by the execution by Declarant or the Association, as the case may be, of the Plat of Subdivision or other recorded instrument purporting to create or so designate any such Common Areas; and (ii) all other common areas designated as such on any Plat of Subdivision or in any other recorded instrument shall be for the benefit of and the responsibility of the Parcel

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Owners of the Buildable Lots within such Subdivision subject to such recorded instrument or the Homeowners' Association created pursuant to such declaration or other recorded instrument.

#### IV. GENERAL REQUIREMENTS

A. Zoning. The zoning of the Property is as shown on Exhibit "C" attached hereto and made a part hereof. Any application to change the zoning of all or any portion of the Property, any Parcel within the Property or, after the recording of a Plat of Subdivision, one or more Lots, or any part thereof, shall require the prior written approval of Declarant (or of the Association, after the rights of Declarant have been transferred or assigned to the Association).

B. Maintenance of Bufferyards, Landscaping and Drainage Easement Areas.

1. General Standards. At all times, the Parcel Owner of any Buildable Lot containing any areas designated as a "Class B Bufferyard" or a "Class C Bufferyard" on any Plat of Subdivision shall landscape and maintain such Bufferyard in compliance with the applicable provisions, if any, of Section 6.1 of the Supplemental Regulations to the Village's Zoning Ordinance, in effect as of the date the Plat of Subdivision is approved by the Village. In addition, at all times the Parcel Owner of any Lot containing any areas designated as an "ADID Bufferyard" shall maintain said ADID Bufferyard in accordance with the provisions of paragraph 25 of the Wetlands Permit. All landscaped and other areas within the Parcels or any Lots owned by a Parcel Owner, Declarant or the Association, as the case may be, that are not improved with a building, driveway, parking lot or other improvements, shall be maintained in an attractive, sightly and well-kept condition, including removal of trash and debris from whatever source. In addition, all landscaped areas located within the Common Areas shall be landscaped in accordance with the Approved Landscape Plan. All street trees planted within the right of way and adjacent to a Lot and all landscaping planted on any Lot shall be maintained by the Parcel Owner of such Lot. Street tree locations and species shall be as provided from time to time in the applicable provisions of the Village Zoning Ordinance, as shown on the Approved Landscape Plan which covers such Lot. Any landscaping required by the Village Zoning Ordinance to be installed on any Buildable Lot as part of the initial construction of a residence shall be provided at the cost of the contractor constructing said residence, but the location of any plantings within a Buildable Lot shall be at the discretion of the Parcel Owner of each such Buildable Lot. However, any trees that a Parcel Owner may, from time to time, desire to move or relocate within such Parcel Owner's Buildable Lot shall be replaced in accordance with the applicable provisions of the Village Zoning Ordinance.

2. Parcel Owner's Responsibility With Respect to Drainage Easement Areas. Notwithstanding any other provision of this Declaration, each Parcel Owner of any and all areas designated as "Drainage and Utility Easement" or as easements for drainage using words of similar import on a Plat of Subdivision or in a grant of easement

affecting or encumbering any Buildable Lot or Parcel and which do not constitute a part of the Common Areas (collectively, "Drainage Easement Areas") shall maintain such Drainage Easement Areas clear of debris and other accumulations, insuring that the flow of storm water is not blocked or hindered, shall maintain the Drainage Easement Areas in accordance with the plans approved by the Village or other applicable Governmental Authority for storm water drainage within the Property, and shall otherwise perform any and all other surface maintenance required by this Declaration or applicable Governmental Regulations. Nothing contained in this Section III.B.2. shall modify or abrogate the obligations of any Governmental Authority or public utility to maintain any utilities or utility structures located within any such Drainage Easement Areas in accordance with the agreement or other document creating the same or as may otherwise be required by law.

3. Failure to Maintain. In the event Declarant or, after Declarant has transferred or assigned its rights hereunder to the Association, the Association determines that a Parcel Owner is not properly maintaining a Parcel or any Drainage Easement Areas located on its Parcel in accordance with the foregoing requirements, Declarant or the Association, as the case may be, shall so notify the Parcel Owner in writing, which notice shall set forth the specific condition or circumstances determined to be objectionable. If maintenance remedying the conditions is not completed by the Parcel Owner within thirty (30) days from the date of such notice to the Parcel Owner, then Declarant or the Association, as the case may be, or their respective agents shall have the right (but not the obligation) to enter upon the Parcel for the purpose of remedying the objectionable condition, using whatever means Declarant or the Association may deem reasonably necessary, including maintaining, restoring or repairing the landscaping to conform to the original design therefor or to otherwise eliminate the objectionable condition. All actual, out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by reason thereof, plus twenty-five percent (25%) as a charge for overhead and supervision, shall be paid on demand by the Parcel Owner to Declarant or the Association, as the case may be. Until paid, the unpaid portion of all such costs incurred, including the twenty-five percent (25%) overhead and supervision charge, which is agreed by each Parcel Owner upon the acceptance of a Deed to a portion of the Property to be a reasonable fee for the time and effort that will be required to be expended by the Association under the circumstances set forth herein, shall accrue interest from the date of demand for payment thereof at the rate of twelve percent (12%) per annum (compounded annually) and shall be a lien upon the Parcel enforceable in accordance with the provisions hereof.

C. Common Area Maintenance, Including Landscaped Entrance Ways and Signs. Notwithstanding the foregoing, but except as otherwise provided in Section IV.D.3 below, Declarant or the Association (if Declarant has transferred or assigned its rights hereunder to the Association) shall be responsible for (a) the maintenance, repair, restoration and replacement of the landscaping, signs identifying the Property as "SAVANNA SPRINGS" or otherwise, and all other Improvements located from time to time in or on those portions of the Common Areas lying within the Landscaped Entrance Ways as shown on the Plat or Plats of

Subdivision dedicating WindDance Drive; (b) the maintenance, repair, restoration and replacement of the landscaping or other Improvements, including, but not limited to, any Storm Water Facilities and any Detention Easement Areas, located from time to time in or on those portions of the Common Areas so designated on a Plat of Subdivision; and (c) except as otherwise provided in Section VI.E. below, any Wetlands located on the Property, all as more fully set out in Article VI below.

**D. Water Detention and Drainage and Storm Water Facilities.**

1. **Detention and Drainage Easements and Easement Areas.** Easements for the retention, detention and drainage of water for the benefit of the Property and the individual Parcels are hereby declared (a) over, under and upon those portions of the Property and each Parcel thereof, if any, that are designated on a Plat of Subdivision as Outlots and (b) over, under and upon any areas designated on a Plat of Subdivision as a "Drainage and Utility Easement" (all of which easement areas are sometimes collectively referred to as "Detention and Drainage Easement Areas"). It is understood that any Detention and Drainage Easement Areas previously so designated may be reshaped, altered, or relocated in the future to meet required Governmental Regulations. If required, such reshaping, alteration or relocation shall be evidenced by the execution and recordation by Declarant (or the Association) and the Parcel Owner's or Homeowners' Association whose Lot or Parcel, if any, is so affected of an amended or supplementary Plat of Subdivision or easement indicating the same. Copies thereof shall be provided by Declarant or such Parcel Owner to directly affected Parcel Owners, if any, and, when and if feasible, Declarant (or the Association) shall advise directly affected Parcel Owners of proposed changes in advance thereof.

2. **Storm Water Facilities.** It is recognized and understood that the Storm Water Facilities, including any water circulation systems appurtenant thereto, serve both important functional and aesthetic purposes and that their repair and maintenance is of vital concern to all Persons having an interest in the Property. In order to ensure that such facilities are initially constructed by the initial developer or developers and thereafter are maintained in complete and good working order, are sightly and well kept and comply with applicable Governmental Regulations, the responsibility for their initial construction shall be the responsibility of the initial developer or developers and thereafter, the maintenance and repair, including the cost of such maintenance and repair (after acceptance by the Village), shall be that of the Association, except that the responsibility for maintenance of Storm Water Facilities, if any, located within the boundaries of any Buildable Lot (including any Drainage Easement Areas identified on the Plat of Subdivision as being located within any such Buildable Lot) shall be that of the Parcel Owner of such Buildable Lot, as provided in Section IV.B. Where necessary or advisable, in the opinion of Declarant or the Association (if Declarant has transferred or assigned its rights hereunder to the Association) and in accordance with all applicable Governmental Regulations, the Storm Water Facilities may be modified in order to accommodate specific topographical conditions and/or the location of Improvements.

Where feasible and practical, a physical demarcation should be utilized in order to facilitate recognition of the Association's and each individual Parcel Owner's or Homeowners' Association's respective maintenance areas.

3.. Damage to Storm Water Facilities. No Parcel Owner or Occupant of all or any part of the Property, by either act or omission, shall do or refrain from doing any act the effect of which will damage or impair the function or aesthetic appearance of the Storm Water Facilities or any appurtenances utilized in connection therewith. Where an extraordinary expense is incurred by the Association with regard to the repair or maintenance of the Storm Water Facilities as a result of the act or omission of a Parcel Owner, an Occupant or their respective agents, licensees, invitees, contractors, sub-contractors or employees of such Parcel Owner or Occupant, such expense shall be due and payable by the Parcel Owner or Occupant so charged with responsibility for such act or omission upon demand. Any portion of such expense which remains unpaid for more than thirty (30) days after a demand for payment shall accrue interest at the rate of twelve percent (12%) per annum (compounded annually) and shall be a lien upon the Parcel or Lot owned or occupied by such Person enforceable in accordance with the provisions hereof.

E. Maintenance of Resource Protection Areas and Associated Utility Easements.

All Resource Protection Areas, regardless of whether the same are located within the boundaries of a Buildable Lot or any Common Areas, are required to be maintained at all times by the Parcel Owner thereof (including the Association) in their existing, natural state, and may not be altered without the consent of the Village, except as specifically authorized herein. The prohibition on alteration of any Resource Protection Areas shall include, without limitation, a prohibition on mowing, cutting or removing trees, bushes or other vegetation (except that the Parcel Owner of a Buildable Lot shall be permitted to remove dead trees and bushes from those portions of any Resource Protection Areas located within the boundaries of such Parcel Owner's Buildable Lot to the extent necessary to protect any improvements located on such lot from damage); and a prohibition on grading, excavating or otherwise altering the ground levels, drainage swales or other physical or topographical conditions of any areas located within such Resource Protection Areas. Notwithstanding the foregoing, if and only to the extent any areas included within the boundaries of any Drainage Easement Areas or Detention and Drainage Easement Areas extend into any Resource Protection Areas, or any Storm Water Facilities or Resource Protection Areas are included in any Drainage Easement Areas or Detention and Drainage Easement Areas, a limited right is hereby reserved to Declarant, the initial developer or developers and to the Village or any other public utility company, if any, granted permission pursuant to any easement or grant creating such Drainage Easement Areas or any permit issued by any Governmental Authority to install and maintain only those public utilities (e.g., electric, gas, water and storm, detention improvements or sanitary sewer lines) permitted or required by the Village to be located within such Detention and Drainage Easement Areas pursuant to the approval of a Final Plat of Subdivision and related engineering plans or by acceptance of any easement therefor.

F. Unpermitted Uses: Prohibition on Chemicals. No operation, use or construction shall be permitted which contravenes the Purposes of this Declaration or any Governmental Regulations, including the Wetlands Permit. As provided in paragraph 22 of the Wetlands Permit, no Parcel Owner (including the Association) may apply any chemical fertilizers, herbicides or pesticides to any of the Common Areas or to any yards, landscaped areas or any other areas planted with vegetation.

G. Restrictions on Street Lighting. As provided in paragraph 23 of the Wetlands Permit, any street lights located within the Property and within 500 feet of the ADID Wetlands shall be positioned in a manner so as to result in minimal illumination of the ADID Wetlands.

H. Parcel Owner's Responsibility for Conformity with Governmental Regulations. Each Parcel Owner or prospective Parcel Owner shall be responsible for conducting such reviews of the Village's zoning ordinance, building code and any other applicable Village ordinances as such Parcel Owner shall deem necessary or advisable, copies of which can be obtained at the Village Hall of the Village. Nothing contained in these Protective Covenants, including without limitation, the provisions of this Section IV, shall be construed in any way so as to, are not intended to, and do not in any way (a) modify or otherwise supersede the Governmental Regulations of the Village or any other Governmental Regulations, all of which Governmental Regulations constitute the minimum standards for development which shall be fully adhered to in the development of the Property or the construction of any Improvements on any Parcel, Lot or other portion of the Property, or (b) make or hold Declarant or the Association liable for damages to any Parcel Owner, Occupant or any other Person by reason of a failure of any Improvements constructed by a Parcel Owner to comply with the Village's zoning ordinance, building code or any other applicable Governmental Regulations.

#### V. SAVANNA SPRINGS HOMEOWNERS' ASSOCIATION

A. Incorporation. At any time after the recording of this Declaration, but in no event later than the earlier of (i) the closing of the sale or other transfer by Declarant of that portion of the Property which comprises at least fifty percent (50%) of the gross area of the Property (all of which is located within the SR2 Zoning District of the Village), or (ii) the substantial completion of construction of any Storm Water Facilities to be maintained by the Association, Declarant shall cause an Illinois not-for-profit corporation to be formed which shall be known as the "Savanna Springs Homeowners' Association" (or by such other name selected by Declarant as may be available at the time of its incorporation).

B. Purpose. The purpose of the Association shall be to carry out the Purposes of this Declaration, to provide for the continuing administration of Savanna Springs as a first class, high quality, single-family residential development, and more specifically, to provide for the continuing maintenance, repair, improvement and beautification of the Common Areas, including the Landscaped Entrance Ways and Storm Water Facilities. The Association shall be the governing organization for the levying and collection of assessments to provide funds as they

may be required from time to time for such purposes and shall have and possess all such powers as shall be necessary or appropriate for the accomplishment of such duties and functions. The Association shall have the power to accept and retain legal title to any Common Areas or to Parcels or Lots in order to effectively carry out such purposes.

C. Funds. All funds collected by the Association shall be held and expended for the purposes designated herein and in the Association's articles of incorporation and its by-laws. All such funds shall be deemed to be held for the benefit, use and account of each of the Members and shall not be commingled with the funds of Declarant or any other Person.

D. Membership.

1. Identity of Members: Change Due to Formation or Dissolution of Homeowners' Association. Upon the formation of the Association, each Person who is a Parcel Owner of all or any portion of the Property as of the date of the Association's incorporation (but excluding for such purposes any Person who owns only a portion of any Common Areas) shall be a Member of the Association and each subsequent purchaser, heir, devisee or transferee of such a Parcel or Parcels shall, by acceptance of the Deed therefor or the benefits of ownership thereto, become a Member of the Association regardless of whether it shall be so provided in any such Deed or other instrument or decree of conveyance. Notwithstanding the foregoing, (i) no Person who is a holder of any such interest merely as security for the performance of an obligation shall be a Member; (ii) no person who is a Governmental Authority and who owns any portion of the Property which is dedicated for public park, roadway purposes or other public purposes shall be a Member; (iii) the beneficiary of any land trust holding title to a Parcel shall exercise all of the Parcel Owner's rights as a Member, rather than the trustee; and (iv) any Parcel Owner may assign its rights but not its obligations hereunder to an Occupant who is not a Parcel Owner.

2. Termination of Membership. Each Member's membership in the Association (other than the membership of a Homeowners' Association) shall automatically terminate upon the sale, transfer or other disposition of that Member's interest in the Property which gave rise to such Person's membership, at which time such Member's successor in title shall thereafter be entitled to exercise the rights of and shall be subject to obligations of a Member set forth herein. No Member shall have any right or power to disclaim, terminate or withdraw from its membership in the Association or from any of its obligations as a Member by non-use of the Common Areas or otherwise, except as specifically provided herein.

E. Voting Rights. The Association shall have two (2) classes of voting Members who shall be entitled to vote on any matter which, pursuant to the by-laws of the Association, shall be submitted to a vote by Members or any other matter the Board elects to present to the Members for a vote:

1. Class A. "Class A Members" shall include all Persons who, from time to time, own all or any portion of any Parcels (but excluding Persons owning only portions designated solely as Common Areas or dedicated for public roadway purposes or from time to time owned by the Village or any other Governmental Authority and excluding Declarant. The Class A Members shall be entitled to a total of one (1) vote for each Buildable Lot existing on the Parcel owned by such Member or, prior to the recording of a Plat of Subdivision or Plats of Subdivision covering the entire property, one (1) vote for each Buildable Lot proposed for development on such Parcel, as evidenced by the most current version of any proposed Plat of Subdivision then on file with the Village, provided the same does not contemplate more Buildable Lots than are permitted under the zoning applicable to such Parcel. If any separate Parcel Owner consists of more than one Person and the votes such Parcel Owner shall be entitled to cast does not exceed one (1), such vote may be cast only as agreed to by such persons, and in the absence of an agreement among such Persons, such vote shall be disregarded for all purposes, including whether the vote by the Members has been unanimous. Where any Parcel is entitled to more than one (1) vote, the votes for such Parcel may be cast in whatever proportions the Parcel Owners may determine; provided, however that in no event shall more than the total number of votes allocated to a Parcel be cast. If any separate Parcel Owner consists of more than one Person and the votes such Parcel Owner shall be entitled to cast is greater than one (1), such votes may be cast by such Persons in whatever proportions such Persons may determine, but in the absence of an agreement among such Persons, such votes shall be cast in substantially equal proportions.

2. Class B. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to that number of votes which is equal to the number of votes to which it otherwise would be entitled under Section V.D.1. above if it were a Class A Member, multiplied by three (3). Notwithstanding the foregoing, Declarant's status as a Class B Member shall terminate and shall be converted to a Class A Member on the first to occur of any of the following events:

- a. Three (3) years from the date hereof; or
- b. When the developer or developers of Savanna Springs have conveyed at least 75% of the total number of Buildable Lots included within the Savanna Springs, including any additions thereto (as shown on the Plats of Subdivision); or
- c. Whenever Declarant shall so elect, which election shall be evidenced by the recording of a document to such effect.

Notwithstanding any other provision contained in this Declaration, amendments to this Section V.E. shall be effective only if made by the unanimous written consent of all Class A Members and the Class B Member (if any).

F. By-Laws. At the time of the incorporation of the Association, Declarant shall establish appropriate by-laws for the Association by and through which the Association shall be empowered to carry out the Purposes of this Declaration.

G. Amendments. The Members shall have and they are hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof, and each and all of the covenants, easements, agreements and restrictions herein contained which pertain to the Common Areas, at any time and from time to time, by action recommended by the Board and approved by the affirmative vote of that portion of its Members stipulated in Sections VIII.C. or V.E. of this Declaration (whichever is applicable) or, if not so stipulated, in the by-laws of the Association, subject to the limitation that such action shall not cause the Common Areas, or any part thereof, to be in non-compliance with any Governmental Regulation, including but not limited to the Village zoning ordinances or building code.

## VI. COMMON AREA

A. Declarant's Maintenance Obligations. Until Declarant shall have assigned its rights and obligations with respect to the Common Areas or other portions of the Property to the Association, it shall, and thereafter the Association shall, cause the Common Areas to be maintained, repaired, replaced and renewed in a clean, sightly, safe and first-class condition in accordance with the requirements set forth in paragraphs 1 through 3 below (hereinafter called "Maintenance"). Such Maintenance, to the extent not performed by the Village or other Governmental Authority or required pursuant to this Declaration to be performed by any other Parcel Owner, shall include:

1. Landscaping. The mowing of all grassy, non-wetlands areas requiring mowing as part of their normal maintenance, watering, fertilizing, weeding, replanting and replacing of landscaping planted or installed from time to time in any Common Areas pursuant to the Approved Landscape Plan in a manner such that all trees, shrubs and other material initially planted within such areas are properly trimmed and otherwise maintained in a healthy condition, removing and replacing any diseased or dead materials with equally attractive replacements and otherwise conforming to the requirements of the Approved Landscape Plan and Article IV above.

2. Storm Water Facilities. The operation, maintenance, repair, replacement and renewal of all Storm Water Facilities to standards not less than those required by Village ordinances or other applicable Governmental Regulations; the spraying for insects (to the extent the same is not the responsibility of any Governmental Authority); the maintenance of the banks and the landscaped table lands located within any portion of any Common Areas that are intended to provide for storm water detention or retention; and all other maintenance necessary to keep such Storm Water Facilities in proper operation and condition and in accordance with the provisions of Article IV above.

3. Storm Water Facilities Located Within Wetlands and Maintenance of Wetlands. Maintaining all Storm Water Facilities or Drainage Easement Areas forming a part of the Common Areas clear of debris or other accumulations and in a manner so as not to impair, block or hinder the flow of storm water and otherwise in conformity with all applicable Governmental Regulations (including without limitation the Wetlands Permit) now or hereafter in effect; and maintaining the Wetlands in conformity with all applicable Governmental Regulations (including without limitation the Wetlands Permit and the Wetlands Conservation Easement) now or hereafter in effect.

Notwithstanding the foregoing, however, in no event shall the Maintenance obligations herein contained require or permit Declarant or the Association to perform any Maintenance prohibited or restricted by any Governmental Authorities or by the Wetlands Permit, the Wetlands Conservation Easement or the provisions contained in Section IV.E. with respect to Resource Protection Areas, except in accordance therewith. The cost and expenses of performing Maintenance (all such costs and expenses being hereinafter collectively called the "Cost of Maintenance") shall include, but not be limited to, all costs of material, labor, supplies and insurance incurred as deemed necessary or appropriate by Declarant or the Association, as the case may be, including provision for the creation of reasonable reserves for future costs and expenses, for purposes of properly conducting all Maintenance which is the responsibility of the Association under these Protective Covenants.

B. Easements for Wetlands Work and Common Area Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Parcels (excluding buildings) are hereby declared, created and reserved by Declarant for the benefit and use of Declarant and the Association, as the case may be, and their respective successors or assigns, agents and employees, including temporary easements for the benefit of the initial developer or developers of the Property, to provide reasonable access to the Common Areas and to enter upon the Parcels for the sole purpose of performing (i) the initial grading construction and improvement of the Wetlands in accordance with the Wetlands Permit issued by the Army Corps, (ii) Maintenance or (iii) otherwise enforcing the obligations and rights of the Declarant or the Association, as the case may be, pursuant to this Declaration and the Wetlands Permit, including without limitation the performance of all monitoring work required under the Wetlands Permit issued by the Army Corps.

C. Transfer of Common Areas and Obligations with Respect to Common Areas. After the formation of the Association, Declarant may, at any time and from time to time, and any Parcel Owner on whose Parcel any Common Areas may, from time to time, be located shall, upon demand by Declarant:

1. Convey to the Association all or any part of its right, title and interest to the Common Areas; or

2. Either separately or together with the conveyance of Common Areas to the Association, and at the same or a different time, assign to the Association, all of Declarant's obligations for the performance of Maintenance with respect to any portion of the Common Areas.

D. Common Area Real Estate Taxes. Whenever a Parcel contains within its boundaries land designated herein as Drainage Easement Areas, or Storm Water Facilities that are not a part of the Common Areas, the Parcel Owner shall be liable for all real estate taxes and assessments on the total Parcel including said Drainage Easement Areas unless and until the same shall be conveyed to the Association. Otherwise the Association Costs shall include the real estate taxes payable with respect to all Common Areas.

E. Common Area Dedication: Special Service Area.

1. Dedication or Conveyance of Storm Water Facilities, Common Areas and Other Public Improvements. Notwithstanding anything contained in this Declaration to the contrary, Declarant (and the Association upon its succeeding to Declarant's rights) shall, to the extent of its interest, have the right, power and authority to dedicate to the Village, to any applicable public utility or to any other Governmental Authority any and all water lines, sanitary sewer systems, Storm Water Facilities or public streets or roadways within or serving all or any portion of the Property. In addition, after the creation of the Association, if approved by the affirmative vote of the Members holding sixty percent (60%) or more of the total votes then eligible to be cast by Members of the Association, the Association (x) may convey any other portions of the Common Areas (i) to the Village, (ii) to a public park district to which the Property is to be or has been annexed, or (iii) to any other Governmental Authority; or (y) may convey all or any portion of the Common Areas, including the Wetlands and the Storm Water Facilities to any not-for-profit corporation formed for the primary purpose of owning and maintaining wetlands and storm water facilities similar in nature and kind to the Wetlands and the Storm Water Facilities in perpetuity or for the purpose of consolidating ownership thereof in particular geographic areas in order to create and preserve "green belts" or "natural areas" for the benefit of the general public. Any such conveyance (A) shall expressly be made subject to the easements granted to Declarant and the Association herein, unless it is a conveyance to the Village, public park district or any Governmental Authority, (B) shall expressly be made subject to the provisions of the Wetlands Permit and, in the case of a conveyance of the Wetlands, the Wetlands Conservation Easement, and (C) the grantee shall agree to assume all of the Maintenance obligations, if any, set forth herein with respect to the portion of the Property so conveyed. Upon acceptance of such dedication or conveyance to the Village, the applicable utility, other Governmental Authority or not-for-profit corporation, as the case may be, the portion of the Property so conveyed shall, without any further act on the part of any Person, be removed from the Common Areas, and the Maintenance obligations of Declarant or the Association, as the case may be, with respect thereto under this Declaration shall terminate, effective upon the recording of the instrument of conveyance, subject to the provisions of Section VI.E.2

below. Notwithstanding anything contained in this Section VI.E.1, no conveyance of any portion of the Common Areas shall be made by Declarant or the Association (or their respective successors) to any Person without the prior written consent of the Village, which consent shall not be unreasonably withheld so long as the Village has been provided with evidence satisfactory to it that such Person corporation has the financial wherewithal (including funds to be pledged by Declarant or any other Person for any necessary Maintenance or other costs associated with such portion of the Common Areas) and the expertise required to own and maintain such portion of the Common Areas in accordance with the requirements of this Declaration.

2. Special Service Area. If, at any time prior to or after the recording of this Declaration, the Village or any other Governmental Authority having the requisite powers under applicable law elects to include the Property within a special service area, as that term is used in Section 2 of the Illinois Compiled Statutes, 35 ILCS 235/2 (1992), and to assess the Buildable Lots within the Property for purposes of providing the Maintenance of the Common Areas described in the WindDance Declaration, as required under this Declaration, and under the WindDance Declaration, then regardless of whether Declarant or the Association has previously conveyed all or any portion of the Wetlands or Storm Water Facilities as permitted under Section VI.E.1. above, the obligations of the Association or the not-for-profit corporation to which the Wetlands or Storm Water Facilities have been conveyed, as the case may be, with respect to the Maintenance of those portions of the Storm Water Facilities or Wetlands, or both, included within the responsibility of such special service area shall be transferred to the Village or other Governmental Authority, automatically and without any act on the part of Declarant or the Association, to the extent provided in the ordinance or ordinances from time to time establishing such special service area, the cost of which Maintenance shall be assessed against each Buildable Lot within the Property in the manner provided in said statutes and ordinances. However, if requested by the Village or such Governmental Authority, Declarant, or if Declarant is no longer a Member, the appropriate officers of the Association, shall have the power and authority to execute and record an amendment to this Declaration setting forth such matters with respect to such special service area as may be requested by the Village or such other Governmental Authority, without first obtaining the approval or a vote by the Members of the Association. At the option of the Village or such other Governmental Authority, assessments within the special service area may be deferred until such time as and if and to the extent that the Village or such other Governmental Authority, as the case may be, determines that the Association or the not-for-profit corporation or other Person charged with responsibility for Maintenance has failed to fulfill its obligations with respect thereto. Declarant hereby consents, which consent shall be binding on any portion of the Property from time to time owned by Declarant and any other Parcel Owner, (i) to the creation of such a special service area for the purposes described herein; (ii) to the levy of taxes for such purposes against all Buildable Lots within the Property (excluding any Common Areas or portions exempt from the levy of taxes by reason of being owned by the Village or any other Governmental Authority); and (iii) the issuance of bonds for such purposes. Further,

Declarant hereby waives, for itself and for any subsequent Parcel Owners, the right to file a statutory objection to the creation of such a special service area, the levy of taxes, or issuance of bonds.

F. Association's Common Area Maintenance Obligations. Once formed, the Association shall perform such Maintenance as shall have been assigned to it by Declarant and shall exercise the powers and rights of Declarant with respect thereto. The Association shall perform all Maintenance from and after the assignment or termination of Declarant's obligations to perform Maintenance pursuant to the provisions of Sections VI.A. and IV.C. and, with respect to such performance, the Association shall have all the powers and rights of Declarant as set forth herein, including, but not limited to, the right to convey and thereby remove certain Parcels or Lots from the Common Areas pursuant to Section VI.E.

G. Right of Village to Maintain Common Areas and Drainage Easements and Enforce Protective Covenants; Village's Option to Purchase Common Areas. The Village shall have the following rights, but not obligations, with respect to these Protective Covenants:

1. Maintenance of Common Areas: Assessment. If the Association or Declarant, as the case may be, shall not have exercised diligence in the care, maintenance and appearance of any portion of the Common Areas and regardless of whether the Village or any other Governmental Authority has designated any portion of the Property as part of a special service area (as permitted under Section VI.E.2. above), the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice, enter upon such Common Areas and provide such Maintenance as may be required to maintain such Common Areas in accordance with the provisions of this Declaration. In the event the Village shall provide Maintenance as provided herein, it shall have the option and discretion to assess and collect its costs (including attorneys' fees) from the Association and, in the event said Association refuses or is unable to act for any reason or has been dissolved, the Village shall, at its sole option and discretion, have the right, but not the obligation, to succeed to any or all of the rights and powers of assessment, lien and enforcement contained in this Declaration or in the Savanna Springs Homeowners' Association by-laws, if such by-laws are in existence.

2. Maintenance of Easement Areas on Individual Parcels: Assessment. If any Parcel Owner shall not have exercised diligence in the care and maintenance of any Drainage Easement Areas located on its Lot or Parcel or otherwise failed to maintain such Drainage Easement Areas or any Bufferyard or Resource Protection Area in accordance with the provisions of this Declaration, the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice, enter upon said Parcel Owner's Lot or Parcel for the purpose of providing such care and maintenance as may be required to maintain such Drainage Easement Areas, Bufferyard or Resource Protection Area in accordance with the provisions of this Declaration. In the event the Village shall provide care and maintenance as provided herein, it shall have the option and discretion to assess and collect its costs (including attorneys' fees) from the Parcel Owner of the Lot or Parcel

with respect to which the Village provided such care and maintenance. If such Parcel Owner fails to pay the Village as herein provided, the Village shall have the same rights and powers of lien and enforcement contained in this Declaration or in the WindDance Property Owners' Association pursuant to its by-laws, if such by-laws are in existence.

3. Right to Enforcement of Protective Covenants. The Village shall have the right to enforce the conditions, covenants, restrictions, reservations and standards set forth in this Declaration in the manner provided in Sections VIII.E and VIII.F below. In addition, if and to the extent the Village is successful in enforcing any of the rights and remedies available to the Village under this Declaration, the Village shall be entitled to recover its costs of enforcement (including attorneys' fees).

4. Option to Purchase Common Areas. In addition to its other rights under this Declaration, the Village shall have the option, exercisable by notice given at any time within the first fifty years following the date of this Declaration to the then owner of such Common Areas, to purchase all or any of the "Outlot" portions of such Common Areas at a purchase price of \$1.00 for each Outlot so purchased. Notwithstanding such purchase, the Parcel Owners' obligations with respect to payments for the Cost of Maintenance with respect to such Common Areas shall not terminate, but the Village shall be entitled to perform all of the Maintenance required to maintain such Common Areas in conformity with this Declaration, to assess each Member for its Proportionate Share of the Cost of Maintenance of such portion of the Common Areas as are then owned by the Village, and to record and enforce a lien on any Member's Buildable Lot for any unpaid assessments and costs, all as provided in this Declaration and in the same manner as the Association.

H. Additional Powers of the Association. The Association shall perform such other duties and obligations of the Declarant under this Declaration as shall have been assigned to it by Declarant and, to the extent the board of directors or managers of the Association ("Board") deems appropriate for Association purposes, shall have the power to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain a policy or policies of insurance insuring the Association and its Members against such risks of loss or liability as the Board shall deem necessary or advisable, to contract for legal and accounting services, to borrow funds, to employ employees directly, and otherwise to do that which it believes necessary to protect or defend the Common Areas, the Association and the Property from loss or damage by suit or otherwise pay the costs of the foregoing from assessments; provided, however, that nothing contained in this Section VI.H. shall be construed as requiring or obligating the Association (or its Board) or Declarant to obtain any particular type, form or amounts of insurance.

## VII. ASSOCIATION ASSESSMENTS

A. Liability for Payment. All assessments shall be used for the payment of Association Costs, including without limitation the Cost of Maintenance for the Common Areas,

or for such other uses consistent with the purposes for which the Association is formed as the Board shall direct. Each Member shall be liable for such Member's Proportionate Share of the total assessments imposed by the Association. In the event that record title to a Lot or Parcel is held in trust, then the beneficiary or beneficiaries shall also be liable for payment of the assessments.

B. Property Lien. All unpaid assessments and charges imposed on a Member pursuant to this Declaration, together with interest thereon as provided in Section VII.H. and the costs of collection, if any (including reasonable attorneys' fees), shall be charged as a continuing lien upon the Parcel or Lot owned by said Member until paid. If, however, a Member is a Homeowners' Association, then the lien shall be a lien on the Buildable Lot or Lots owned by each member of such Association in the same proportion or as assessments imposed by such Homeowners' Association's are assigned based on the information provided to the Association by such Homeowners' Association, or, in the absence of any such information, in equal amounts for each of the Buildable Lots included within the subdivision subject to the declaration calling for the formation of such Homeowners' Association. In addition, Declarant or the Association shall have the right, but not the obligation, to give notice of any such lien to any mortgagee or lender which holds a mortgage of record on the Parcel or Lot on which the lien has attached.

C. Amount of Regular Assessments. The initial annual assessment payable to the Association shall be fixed by Declarant in its reasonable discretion, giving due consideration to the actual Association Costs for the prior twelve (12) month period or, if no records exist for such a period, the reasonably estimated Association Costs for the next succeeding twelve (12) month period. If required, such initial annual assessment shall be prorated for the period commencing with the date the Association becomes obligated to perform Maintenance to the end of its then current fiscal year. Commencing with the next fiscal year and for each year thereafter, the Board shall estimate in writing the costs and expenses, including the cost to establish reasonable reserves, to be incurred by the Association in carrying out the purposes of the Association described in this Declaration, including, but not limited to, the Cost of Maintenance, insurance premiums, management fees and expenses, and other costs and expenses of the nature and type described in this Declaration (collectively "Association Costs") for the next succeeding year and the same shall be assessed against each Member in accordance with each such Member's Proportionate Share and paid in advance by each Member not more frequently than quarterly unless the Board shall otherwise direct. Such estimate shall take into consideration the estimated cost of or reserves for any contemplated repair, replacement or renewal of a specified Improvements to or upon the Common Areas or the personal property, equipment and facilities maintained by the Association. If the assessments paid and collected proves inadequate for any reason (including non-payment by any Member of such Member's assessment) or prove to exceed the Association Costs reasonably estimated to be required for the next succeeding twelve (12) month period, then the Association may increase or decrease the total assessments payable hereunder by giving written notice thereof (together with a revised estimate) to each Member not less than ten (10) days prior to the effective date of the revised assessment. At least once each year the Association shall deliver to each Member a statement of actual costs for the prior year along with a reconciliation of estimated assessments with actual costs and reserves.

D. Special Assessments. The Board shall also have the power to levy additional, special assessments above and beyond the regular assessments when and in the manner and for such purposes as are provided in the by-laws of the Association. Each Member's Proportionate Share of any special assessment shall be computed in accordance with the formula set forth in Section VII.E.

E. Member's Proportionate Share of Association Costs. Each Member of the Association shall pay its Proportionate Share of all Association Costs and Assessments issued by the Board for such purposes, all in accordance with the following formula:

@@

$$\frac{\text{No. of Votes of Member}^1}{\text{Total No. of Votes of All Members}^1} \times 100 = \text{Member's Proportionate Share (expressed as a percent)}$$

@@

Declarant, or after Declarant has transferred and assigned its rights to the Association, the Association, shall maintain books and records of each Member's Proportionate Share, which books and records shall be available for inspection at reasonable times by any Member, and Declarant or the Association, as the case may be, shall promptly notify each Member of any change or changes in such Member's Proportionate Share caused by a change in the information upon which such Member's Proportionate share was previously determined.

F. Parcel Owner's Participation in Association Costs Prior to Incorporation of Association. Until such time as the Association has been formed, each Parcel Owner shall pay to or to the order of Declarant its proportionate share of the total Association Costs determined in accordance with the formula as set forth in Section VII.E. and Declarant shall assess each Parcel Owner in the manner provided in Sections VII.C. and VII.D. above with respect to Members.

G. Books and Records; Proration. Any Member shall have the right to examine the Association's records relative to any assessment or the determination of any Member's Proportionate Share at the office of the registered agent of the Association or, prior to the incorporation of the Association, at the offices of Declarant at 2500 W. Higgins Road, Suite 770, Hoffman Estates, Illinois 60195, during normal business hours upon reasonable prior notice; provided that said Member bears all costs of said examination. All assessments payable by a Member which is a Parcel Owner shall be prorated as of the date title transfers to a new Parcel Owner. No such proration or transfer of title or assignment of rights and obligations shall affect

<sup>1</sup> For purposes of determining each Member's Proportionate Share, the Class B Member's votes shall be divided by three (3) in order for the number of votes of the Class B member to be one (1) for each Buildable Lot owned by the Class B Member (either existing by virtue of the recording of a Plat of Subdivision or proposed for development pursuant to the most current version of any proposed Plat of Subdivision then on file with the Village).

the Association's rights with respect to liens for unpaid assessments as provided in Section VII.B or otherwise.

H. Non-Payment of Assessment. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after due date, such assessment shall bear interest from the due date at the rate of twelve (12%) percent per annum (compounded annually), and the Association may, at its option, bring an action at law against the Member personally obligated to pay such assessment, may foreclose the lien against (i) the Parcel or Lot owned by such Member, (ii) by such Member's land trustee (in the event the Member is a beneficiary of a land trust) or (iii) by the members of a Homeowners' Association Member failing to pay such assessment, as the case may be, or may exercise any other rights or remedies the Association may have at law or in equity. The amount of the interest provided for herein, together with all actual out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Association in connection with any such action, shall be added to the amount of such assessment and to any judgment or decree therefor. The lien provided for under Section VII.B, shall secure the payment of the assessment or charge, interest thereon and the aforesaid costs, expenses and reasonable attorneys' fees. No Parcel Owner or Member (or member of a Homeowners' Association) may waive or otherwise avoid liability for an assessment or charges as provided for herein by non-use of any Common Areas or any facilities related thereto, by abandonment of its Lot or Parcel or by reason of the failure by a Homeowners' Association Member to pay its assessments.

I. Subordination of Lien to Mortgage Liens. The lien for any assessment or charge provided in this Declaration shall be subordinated only to (i) taxes, special assessments and special taxes levied, by any political subdivision or municipal corporation of Illinois or the United States government and which by law are a prior lien on the interest of any Parcel Owner in any Parcel or Lot, regardless of whether the same are levied before or after the date of the failure to pay any such assessment or charge; or (ii) the lien of any bona fide security device, including a mortgage or trust deed recorded as security for any loan obtained by the Parcel Owner for the purposes of the improvement or acquisition of any Parcel or Lot, if such lien is recorded or perfected against the interest of a Parcel Owner in a Parcel or Lot prior to the date on which such assessment or charge first become due and payable. No subsequent sale or transfer of a Parcel or Lot pursuant to or in lieu of foreclosure by the holder of such security interest shall relieve the Parcel or Lot from the lien for any assessments or charges thereafter becoming due, nor shall the Parcel Owner prior to the date of such sale or transfer be relieved of the obligation to pay such assessments and charges, all of which shall remain and continue as a direct obligation of such Parcel Owner and shall automatically (and without any further act on the part of the Association or other lien holder) be deemed reinstated as a lien on the Parcel or Lot if said Parcel Owner exercises any right of redemption afforded to such Parcel Owner to reacquire title, whether directly or indirectly, to such Parcel or Lot after such sale or transfer.

J. Property Not Subject to Assessment. The following portions of the Property and Improvements shall be exempt from the assessments, charges and liens created under this Declaration:

1. All portions of the Property and Improvements deeded or dedicated to and accepted by the Village, a public utility or other Governmental Authority.

2. All Common Areas provided for under this Declaration.

### **VIII. MISCELLANEOUS PROVISIONS**

A. **Recapture and Village Charges.** Nothing contained in this Declaration shall in any manner limit the right of Declarant to enter into and enforce any Recapture Agreements with the Village or any other Governmental Authority having jurisdiction over the subject matter of any such agreements.

B. **Term.** This Declaration shall run for a term of forty (40) years from the date this Declaration is recorded, after which time it shall automatically be extended for successive periods of five (5) years unless an instrument executed as provided in Section VIII.C. has been recorded, pursuant to which this Declaration is amended in whole or in part.

C. **Amendments.** Each of the conditions, covenants, restrictions, reservations and standards set forth herein shall continue and be binding upon the Parcel Owner, lessees and sublessees of Parcels and Lots in Savanna Springs and upon their respective successors and assigns and all Persons claiming under them. Notwithstanding the foregoing Declarant and all other Parcel Owners may amend this Declaration in accordance with the following terms and conditions:

1. **Within Five Years.** At any time after the date hereof and up to and including the fifth annual anniversary of the date hereof, if approved by the affirmative vote of Members holding ninety percent (90%) or more of the total number of votes then eligible to be cast by Members of the Association, the Members may amend, rescind or otherwise modify this Declaration in whole or in part by written instrument recorded in the Office of the Recorder of Lake County, Illinois.

2. **Between Five and Twenty-Five Years.** At any time after the fifth annual anniversary of the date hereof and up to and including the twenty-fifth annual anniversary of the date hereof, if approved by the affirmative vote of Members holding sixty-seven percent (67%) or more of the total number of votes then eligible to be cast by Members of the Association, the Members may amend, rescind or otherwise modify this Declaration in whole or in part by written instrument recorded in the Office of the Recorder of Lake County, Illinois.

3. **Twenty-Five Years and Thereafter.** At any time after the twenty-fifth annual anniversary of the date hereof, if approved by the affirmative vote of Members holding fifty-one (51%) or more of the total number of votes then eligible to be cast by

Members of the Association, the Members may amend, rescind or otherwise modify this Declaration in whole or in part by written instrument recorded in the Office of the Recorder of Lake County, Illinois.

Notwithstanding any other provision contained herein, no provision contained in this Declaration which inures to the benefit of the Village shall be amended without the written consent of the Village.

D. Annexation of Land to the Property Notwithstanding the provisions of Section VIII.C. hereof to the contrary, Declarant may by a written Supplemental Declaration execute and recorded with the Lake County Recorder annex any portion of the Additional Land legally described on Exhibit "D" hereto (which currently is a part of the WindDance Development) to the Property, provided that the record owner of such portion has contemporaneously executed and recorded with the Lake County Recorder a Release which releases such portion from the terms and provisions of the WindDance Declaration. In such event, that portion of the Additional Land so annexed shall be and become a part of the Property and shall be subject to all of the covenants, easements, charges, liens and restrictions contained herein.

E. Corrective Amendments Notwithstanding the provisions of VIII.C. hereof to the contrary, in the event the Declarant desires to amend this Declaration: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (y) for the sole purpose of causing the Declaration to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Properties to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Properties, or (z) for the sole purpose of causing the Declaration to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, it may do so by an instrument signed by Declarant without further consents from any parties by a written instrument executed by Declarant and recorded with the Office of the Recorder of Lake County, Illinois. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as Attorney-in-Fact to so amend the Declaration as provided in this Subsection E, and each deed, mortgage or other instrument with respect to a Parcel and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said Attorney-in-Fact.

F. Severability. If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portion of this Declaration shall not be affected thereby and such remaining portions shall remain in full force and effect.

G. Parties Entitled to Enforcement. The conditions, covenants, restrictions, reservations and standards set forth in this Declaration shall operate as covenants running with the land regardless of whom or what may be the record title holder or holders of the Property, or any part thereof, and shall be enforceable by each and every Parcel Owner within Savanna Springs, Declarant, the Association, the Village or the Army Corps by proper proceeding as provided in Section VIII.F., and the failure of any Person so entitled to enforce this Declaration at any time shall in no event be deemed to be a waiver of the right of enforcement thereafter at any time. The violation of the conditions, covenants, restrictions, reservations and standards set forth in this Declaration shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

H. Proceedings for Enforcement. Enforcement of the conditions, covenants, restrictions, reservations and standards set forth in this Declaration may be by any proceeding at law or in equity against any appropriate Person by means of: (a) an action to restrain said violation; (b) an action to recover damages against any Person personally liable pursuant to the provisions hereof; (c) the filing of notice of and an action to foreclose any lien against the fee title interest of any Parcel Owner to which Declarant or the Association may be entitled under these Protective Covenants; (d) a denial of the use of the Common Areas; (e) a refusal to furnish Maintenance as provided herein or as provided in the by-laws of the Association concerning the Common Areas; or (f) any other remedy available at law or equity. The remedies given by the provisions hereof or by the by-laws of the Association may be exercised cumulatively or independently.

I. Certifications. Within fifteen (15) days following a request in writing from any Member, Parcel Owner or Occupant, Declarant or the Association, as the case may be, shall certify in writing whether any amounts are then due and owing pursuant to this Declaration with respect to such Member or the Parcel or Lot as to which such request is made.

J. Notices. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when personally delivered or deposited in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed, if to a Parcel Owner, at its last mailing address registered with Association, and if to the Association, at the address to which payments of assessments are mailed or to the Association's registered agent. Notices to Declarant shall be deemed to have been properly served when personally delivered or deposited in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed as follows: Pulte Home Corporation, 2500 W. Higgins Road, Suite 770, Hoffman Estates, Illinois 60195, or such other address as Declarant shall designate by written notice to each other Parcel Owner or (after the creation of the Association) to the Association at its last mailing address provided to Declarant or the Association, as the case may be.

K. Miscellaneous.

1. Governing Law. This Declaration shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

2. Captions. The captions contained in this Declaration are for convenience of reference only and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions thereof.

3. Village-Owned Parcels. Notwithstanding any provision of this Declaration, neither the restrictions and covenants contained herein nor any obligation to pay for Maintenance or Association Costs shall apply to any Parcel owned by the Village during any time it is so owned, except to the extent required by the Wetlands Permit.

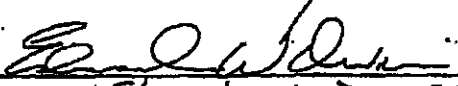
IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

PULTE HOME CORPORATION

By: 

Printed Name: OREST CHEYNUSKY

Its: Attorney-in-Fact

By: 

Printed Name: Edward W DWIER

Its: Attorney-in-Fact

STATE OF ILLINOIS )  
COUNTY OF Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Orest Chyminsky and Edmond W. Dineen  
personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a  
Michigan corporation, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that they signed and delivered the said instrument as Attorneys-in-Fact 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 their free and voluntary act and as the free and  
voluntary act and deed of said corporation, for the uses and purposes therein set forth.

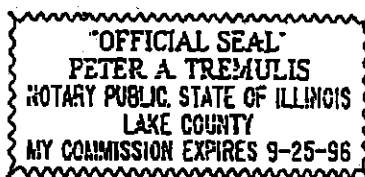
GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of July, 1995

Peter A. Tremulis

Notary Public

My Commission Expires:

9-25-96



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Charles L. Byrum, Esq.  
GARDNER, CARTON & DOUGLAS  
321 N. Clark Street  
Suite 3100  
Chicago, Illinois 60610  
(312) 644-3000

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

(EXCEPT OUTLOT B)

WINDDANCE PARCEL 2, PHASE 1, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF SECTION 5, THE SOUTHWEST QUARTER OF SECTION 4, THE NORTHEAST QUARTER OF SECTION 8, AND THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612124.

WINDDANCE PARCEL 2, PHASE 2, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTHWEST 1/4 OF SECTION 4 AND THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 45 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612125.

WINDDANCE PARCEL 2, PHASE 3, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTH 1/2 OF SECTION 4 AND THE NORTH 1/2 OF SECTION 9 ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612126.

PINs: 06-04-300-007-0021  
06-05-400-008-0021  
06-05-400-009-0021  
06-05-400-010-0021  
06-08-200-014-0021  
06-08-200-015-0021 (portion only)  
06-08-200-055-0021  
06-09-100-020-0021

A-1

33

3715849

**EXHIBIT "B"**

**WETLANDS PERMIT**

[see attached]

B-1

34

3715849

**EXHIBIT "C"**

**ZONING OF THE PROPERTY**

Zone SR-2 - Single Family Residence District Under Ordinance No. 91-11-1 of the  
Village of Lake Villa dated November 15, 1991.

EXHIBIT "D"

LEGAL DESCRIPTION OF ADDITIONAL LAND

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°46'23" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 2615.96 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°01'47" EAST, A DISTANCE OF 1167.25 FEET ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING, BEING ON SOUTH LINE OF THE NORTH 13.06 CHAINS OF THE NORTHEAST QUARTER OF SECTION 9; THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 507.44 FEET TO THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO THOMAS WILMINGTON ON SEPTEMBER 3, 1891 IN BOOK 96 OF DEEDS, PAGE 192 AS POSTIONED BY LEGAL DESCRIPTION RECORDED MARCH 23, 1988, AS DOCUMENT NO. 2666720; THENCE SOUTH 85°42'59" WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED TO THOMAS WILMINGTON A DISTANCE OF 320.65 FEET TO THE NORTH LINE OF COUNTY HIGHWAY 55 AS SURVEYED AND STAKED PER DOC. NO.'S 2773495 AND 2773496 RECORDED MARCH 15, 1989; THENCE NORTH 64°24'53" WEST, ALONG THE SAID NORTH LINE OF COUNTY HIGHWAY 55, A DISTANCE OF 672.05 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, A RADIUS OF 1567.89 FEET, FOR A DISTANCE OF 245.80 FEET; THENCE NORTH 00°01'14" EAST, A DISTANCE OF 531.24 FEET; THENCE NORTH 47°00'50" EAST, A DISTANCE OF 355.26 FEET; THENCE SOUTH 73°24'08" EAST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 67°40'06" EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 29°40'02" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 75°18'14"

WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 19°14'43" EAST, A DISTANCE  
OF 141.07 FEET; THENCE SOUTH 00°15'33" WEST, A DISTANCE OF 46.56 FEET TO  
THE POINT OF BEGINNING, CONTAINING 21.82 ACRES MORE OR LESS.

3/1/96

**FIRST AMENDMENT TO  
DECLARATION OF  
RESTRICTIVE COVENANT  
AND EASEMENTS FOR  
SAVANNA SPRINGS, LAKE  
VILLA, ILLINOIS**

**APR 01 1996**

THIS IS A CERTIFIED  
TRUE AND CORRECT COPY  
OF THE ORIGINAL FILE

FIRST AMENDMENT FILE

**3804572**

BY *Robert C. Wynn*

**THIS FIRST AMENDMENT**

is made this 20th day of March,

1996 to that certain Declaration of Restrictive Covenant and Easements for Savanna Springs, Lake Villa, Illinois (the "Declaration") effective as of July 12, 1995 and recorded August 30, 1995 as Document No. 3715849 in Lake County, Illinois, by PULTE HOME CORPORATION (the "Declarant").

**WITNESSETH:**

WHEREAS, the real estate described on Exhibit "A" to the Declaration (the "Property") commonly known as "Savanna Springs," consists of 180 "Buildable Lots" (as that term is defined in the Declaration) of which Declarant is the owner of 156 Buildable Lots; and

WHEREAS, pursuant to ARTICLE IV, Section B of the Declaration, Declarant, as the Class B Member of the Savanna Springs Homeowner's Association established pursuant to the Declaration, is entitled to three (3) votes for each Buildable Lot owned within the Property for a total of 468 votes and the Class A Members of Savanna Springs Homeowner's Association being the owners of these Buildable Lots which have been conveyed by Declarant, are entitled to one (1) vote for each Buildable Lot owned within the Property for a total of 24 votes; and

WHEREAS, ARTICLE VIII, Section C of the Declaration provides that up to the fifth anniversary of the date of the Declaration, the Members holding ninety percent (90%) or more of the total number of votes then eligible to be cast by Members of the Association may amend, rescind or otherwise modify the Declaration in whole or in part by a written instrument recorded in the Office of the Recorder of Lake County, Illinois; and

WHEREAS, Declarant as the holder of more than ninety percent (90%) of the total number of votes eligible to be cast by Members of the Association intends to amend the Declaration by this instrument and to cause the same to be recorded with the Office of the Recorder of Lake County, Illinois.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

1. The following sentence is added at the end of ARTICLE VII, Section A:

" . . . Notwithstanding the foregoing, until such time as Declarant has executed and recorded its "Termination of Deficiency Payment Notice" referred to in ARTICLE VII, Section C hereof, the regular assessments paid pursuant to ARTICLE VII, Section C hereof shall be as follows: (i) the regular assessment paid by each Class A Member other than Declarant and the regular assessment paid by Declarant for each Buildable Lot on which a home has been built and which is occupied by a tenant of Declarant shall not exceed the "Maximum Regular Assessment" set forth in ARTICLE VII, Section C, (ii) the Regular Assessment paid by Declarant for each Buildable Lot on which a home has been built but which is unoccupied shall be 25% of the regular assessment paid by the Class A Members, and (iii) Buildable Lots owned by Declarant shall be exempt from regular assessments prior to completion of a home thereon.

2. The following paragraph is added to ARTICLE VII, Section C:

" . . . Until such time as Declarant executes and records with the Recorder of Deeds of Lake County, Illinois a "Termination of Deficiency Payment Notice", the total amount of the regular assessment payable within any calendar year by any Class A Member, other than Declarant, for his Buildable Lot, including any revisions made to such regular assessment under this Section C shall not exceed the "Maximum Regular Assessment" which shall be \$211 for calendar year 1996. Commencing with calendar year 1997, the Maximum Regular Assessment which may be collected shall automatically be increased by ten percent (10%) each year over the Maximum Regular Assessment for the prior year, but the Board shall not be required to collect a regular assessment in the full amount of the Maximum Regular Assessment for any year. In addition, until Declarant executes and records the Termination of Deficiency Payment Notice provided for herein, Declarant shall pay, during each calendar year, any deficiencies in the expenses incurred by the Association over the amounts

due or collected as regular assessments. Declarant's obligation hereunder shall not include the obligation to make any payments for purposes of establishing, increasing or maintaining reserves. From and after the date that Declarant executes and records with the Recorder of Deeds of Lake, County, Illinois a "Termination of Deficiency Payment Notice": (x) Declarant shall pay a regular assessment for each Buildable Lot it owns in the same amount as the regular assessment paid for Buildable Lots owned by other Class A Members, (y) there shall be no further Maximum Regular Assessment and no further limitation on the amount of the regular assessment Class A Members must pay, and (z) Declarant shall have no further obligations to pay any deficiency amount.

3. The following is inserted in lieu of the last sentence of ARTICLE VII, Section D:

"... Special Assessments. The Board shall also have the power to levy additional special assessments beyond the regular assessments to defray any Association Costs that are not paid out of the regular assessments collected pursuant to ARTICLE VII, Section C. hereof, and each owner of a Buildable Lot shall pay its Proportionate Share thereof; provided, however, that until Declarant has executed and recorded its "Termination of Deficiency Payment Notice", (i) the special assessment paid by Declarant for each Buildable Lot it owns on which a home has been built, but is unoccupied shall be 25% of the special assessment paid by Class A Members other than Declarant, and (ii) Buildable Lots owned by Declarant shall be exempt from special assessments prior to completion of a home thereon.

4. The following is inserted in lieu of the first sentence of ARTICLE VII, Section E:

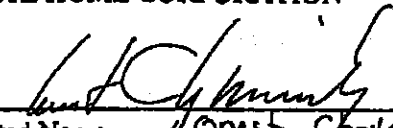
"... Each Member of the Association shall pay its Proportionate Share of all Association Costs and assessments issued by the Board for such purposes. Except as provided in Section A, C and D of ARTICLE VII with respect to assessments paid by Declarant for Buildable Lots owned by Declarant prior to Declarant's execution and recordation of the "Termination of Deficiency Payment Notice", each Member's Proportionate Share of the Association Costs and assessments shall be a fraction, the numerator of which is the number of Buildable Lots owned by the Member and the denominator of which is the total number of Buildable Lots in the Property.

5. Attached hereto as Exhibit "B" are the By-laws of the Association which shall govern the conduct of the affairs of the Association, subject to any amendments or modifications to such By-laws as may be made pursuant to the terms thereof.

6. Other than as amended hereby, the Declaration is hereby ratified and confirmed in all respects.

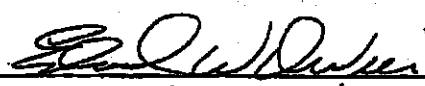
IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Declaration as of the date first above written.

PULTE HOME CORPORATION

By: 

Printed Name: Orest Chrynowsky

Its: Attorney-in-Fact

By: 

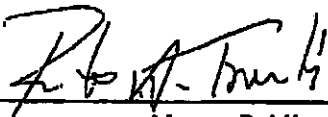
Printed Name: EDWARD W DWYER

Its: Attorney-in-Fact

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF   Cook    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Orest Chryniwsky and Edward W. Dwier  
personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a  
Michigan corporation, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that they signed and delivered the said instrument as Attorneys-in-Fact 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 their 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 20th day of March, 19 96.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

9-25-96



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Charles L. Byrum, Esq.  
GARDNER, CARTON & DOUGLAS  
321 N. Clark Street  
Suite 3000  
Chicago, Illinois 60610  
(312) 644-3000

**EXHIBIT "A"**

**Legal Description Of Property**

WINDDANCE PARCEL 2, PHASE 1, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF SECTION 5, THE SOUTHWEST QUARTER OF SECTION 4, THE NORTHEAST QUARTER OF SECTION 8, AND THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612124.

WINDDANCE PARCEL 2, PHASE 2, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTHWEST 1/4 OF SECTION 4 AND THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 45 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612125.

WINDDANCE PARCEL 2, PHASE 3, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTH 1/2 OF SECTION 4 AND THE NORTH 1/2 OF SECTION 9 ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612126.

PINs: 06-04-300-007-0021  
06-05-400-008-0021  
06-05-400-009-0021  
06-05-400-010-0021  
06-08-200-014-0021  
06-08-200-015-0021 (portion only)  
06-08-200-055-0021  
06-09-100-020-0021

EXHIBIT "B"

BY-LAWS  
OF  
SAVANNA SPRINGS  
HOMEOWNERS' ASSOCIATION

**NAME AND LOCATION.** The name of the corporation is SAVANNA SPRINGS HOMEOWNERS' ASSOCIATION, an Illinois not-for-profit corporation, hereinafter referred to as the "Association." Until there is no longer any Class B Members, the principal office of the corporation shall be located within the State of Illinois, County of Cook, Village of Hoffman Estates. Thereafter, the principal office of the corporation shall be located within the County of Lake, Village of Lake Villa. Meetings of members and directors may be held at such places within the State of Illinois, County of Lake, as may be designated by the Board of Directors.

ARTICLE I

DEFINITIONS

**SECTION 1. "ASSOCIATION"** shall mean and refer to Savanna Springs Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

**SECTION 2. "DECLARATION"** shall mean and refer to the Declaration of Restrictive Covenants and Easements for Savanna springs, Lake Villa, Illinois, recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 3715849 and any amendments thereto.

**SECTION 3. "ADID WETLANDS"** shall mean those portions of the Wetlands which consist of areas given the "Advanced Identification" designation by the Army Corps.

**SECTION 4. "APPROVED LANDSCAPE PLAN"** shall mean a final landscape plan for all or any portion of the Property prepared on behalf of Declarant and approved from time to time by the Village and showing all landscaping required under Section IV.B.1 with respect to such portion of the Property.

**SECTION 5. "ARMY CORPS"** shall mean the United States Army Corps of Engineers or its successor United States governmental agency having jurisdiction over the discharge of dredged or fill materials into waters of the United States pursuant to Section 404 of the Clean Water Act, 33 U.S.C. 1344, and related regulations, which jurisdiction includes adjacent wetlands pursuant to 33 C.F.R. §§ 328.3(a) and 323.2(a) (7/1/92).

**SECTION 6. "ASSOCIATION COSTS"** shall have the meaning set forth in Section VII.C of the Declaration.

**SECTION 7. "BOARD"** shall have the meaning set forth in Section VII. of the Declaration.

**SECTION 8. "BUILDABLE LOT"** shall mean a Lot or portion of the Property (a) which is not designated in this Declaration or by any other recorded instrument as part of (i) the Common Areas, or (ii) any other common areas intended to be owned by the Association; and (ii) which meets the applicable requirements of the Village's zoning ordinance for purposes of constructing a residence or other building.

**SECTION 9. "CLASS A MEMBER"** shall have the meaning set forth in Section V.E.1. of the Declaration.

**SECTION 10. "CLASS B MEMBER"** shall have the meaning set forth in Section V.E.2. of the Declaration.

**SECTION 11. "COMMON AREA" or "COMMON AREAS"** shall mean and include (i) those Lots (exclusive of any Buildable Lots) that are from time to time designated on a Plat of Subdivision as being an "Outlot" (other than any Outlot conveyed to the Village); (ii) areas, if any, designated on a Plat of Subdivision or otherwise granted by Declarant or a subsequent owner as a "Private Water Detention Easement" or a "Detention and Drainage Easement" or words of similar import used in such Plat of Subdivision or grant and which are not part of a Buildable Lot; (iii) any other areas of land within the Property intended for the common use or benefit of the Parcel Owners and Occupants of all or any portion of the Property and which are so designated by Declarant in this Declaration or in another duly recorded instrument, including the Landscaped Entrance Ways; and (iv) any facilities or Improvements appurtenant thereto and owned by Declarant (until transferred or assigned to the Association) or by the Association. Common Areas may be owned by Declarant or by any Parcel Owner constructing the same if the same are intended for the benefit of more than the Parcel or Lot owned by such Parcel Owner or the Association, unless and until dedicated or conveyed to the Village or another Governmental Authority as provided in Section VI.E. of the Declaration.

**SECTION 12. "CORPORATE AUTHORITIES"** shall mean the President and Board of Trustees of the Village.

**SECTION 13. "COST OF MAINTENANCE"** shall have the meaning set forth in Section VI.A. of the Declaration.

**SECTION 14. "DECLARANT"** shall mean the Declarant identified on page 1 of the Declaration and its successors and assigns. In the event that at any time after the date hereof the named Declarant shall cease to be the record title holder of a fee simple interest in any portion of the Property, the rights and obligations of Declarant shall automatically be assigned to and assumed by the Association as provided in Articles V and VI. of the Declaration.

**SECTION 15. "DEED"** shall mean any deed from Declarant, or its successor or successors in title, conveying a Parcel or Lot to a Parcel Owner or the Association.

SECTION 16. "DETENTION AND DRAINAGE EASEMENT AREAS" shall have the meaning set forth in Section IV.D.1. of the Declaration.

SECTION 17. "DRAINAGE EASEMENT AREAS" shall have the meaning set forth in Section IV.B.2. of the Declaration.

SECTION 18. "GOVERNMENTAL AUTHORITY" shall mean and include any of the Village, the State of Illinois, the United States government or any political subdivision thereof or any quasi-governmental agency or department related thereto, including, but not limited to, the Army Corps.

SECTION 19. "GOVERNMENTAL REGULATIONS" shall mean and include the Village's zoning or other ordinances, building and other codes and any other laws, ordinances, codes, rules, regulations or other similar requirements imposed or adopted from time to time by a Governmental Authority.

SECTION 20. "IMPROVEMENT" or "IMPROVEMENTS" shall mean any and all enhancements, betterments or other changes of any kind made to the Property or to any Parcel, whether above or below grade, including, but not limited to buildings, equipment, utility installations, walkways, bike paths, driveways, landscaping, signs, site lighting, site grading and earth movement, all as set forth in the final engineering plans approved by the Village at the time of the approval of a final Plat of Subdivision, and any additions, changes or alterations thereto approved from time to time by the Village.

SECTION 21. "LANDSCAPED ENTRANCE WAYS" shall mean the those portions of the Property located within a Buildable Lot or any Common Areas which are intended to be landscaped and maintained by the Association in a manner to be approved by the Corporate Authorities of the Village at the time of the approval of a final Plat of Subdivision or an Approved Landscape Plan. It is also anticipated that such portions may contain monument signs approved by the Corporate Authorities of the Village at the same time or thereafter, which signs may include the name "SAVANNA SPRINGS" or another name chosen by Declarant or the Association to identify the Property.

SECTION 22. "MAINTENANCE" shall have the meaning set forth in Section VI.A. in the Declaration.

SECTION 23. "MEMBER" shall mean either a Class A Member or a Class B Member in the Association.

SECTION 24. "OCCUPANT" shall mean any Person legally entitled to occupy and use any part or portion of a Parcel at any time, including, but not limited to lessees and Parcel Owners.

SECTION 25. "OPEN SPACE AREA" or "OPEN SPACE AREAS" shall mean and include all those portions of the Outlots encumbered by the "Wetlands Conservation Easement"

or designated as a "Resource Protection Area", and all areas within any portion of a Buildable Lot designated as a "Resource Protection Area."

**SECTION 26. "PARCEL" or "LOT"** shall mean any part or portion of the Property, fee simple title to which is, from time to time, under common ownership, the size and the dimensions of which shall be established by the legal description in the Deed conveying such Parcel or Lot and which may, but need not, correspond to a numbered or lettered lot of record established pursuant to a Plat of Subdivision.

**SECTION 27. "PARCEL OWNER" or "PARCEL OWNERS"** shall mean the Person or Persons other than Declarant who from time to time is or are the record title holder or holders of a fee simple interest in any portion of the Property.

**SECTION 28. "PERSON"** shall mean any individual, corporation, partnership, trustee of a land trust or other legal entity, public or private.

**SECTION 29. "PLAT OF SUBDIVISION"** shall mean a final plat of subdivision executed and approved by the Corporate Authorities of the Village and any other Persons required by law in order to comply with the Plat Act, 765 ILCS 205/0.01 et seq. (1992), as the same may be amended from time to time, and all other applicable Governmental Regulations, which has been recorded in the Office of the Recorder of Lake County, Illinois, including any amendments, corrections or modifications thereto.

**SECTION 30. "PROPERTY"** shall have the meaning set forth on page one of the Declaration.

**SECTION 31. "PROPORTIONATE SHARE"** shall mean each Member's share of the Association Costs determined in accordance with the provisions of Section V.F. of the Declaration

**SECTION 32. "PROTECTIVE COVENANTS"** shall have the meaning set forth on page one of the Declaration.

**SECTION 33. "PURPOSE" or "PURPOSES"** shall mean the purpose or purposes for which this Declaration has been established as set forth in Article III. of the Declaration.

**SECTION 34. "RECAPTURE AGREEMENTS"** shall mean and include any agreement between Declarant (or any predecessor in title to Declarant) or any other Person and the Village or any other Governmental Authority whereby Declarant, such predecessor in title or such other Person has agreed to construct any Improvements for the benefit of or located within the Property on the condition that all or some portion of the cost of such Improvements, plus interest or other costs and expenses, shall be reimbursed by later users, Parcel Owners or any other Person in the manner provided in such agreement.

**SECTION 35. "RESOURCE PROTECTION AREAS" or "RESOURCE PROTECTION AREA"** shall mean all or any portions of the Property included within the boundaries of any "Resource Protection Area" identified on any Plat of Subdivision.

**SECTION 36. "STORM WATER FACILITIES"** shall mean all areas within those Parcels or Lots comprising the Property which are designated as a "Drainage and Utility Easement" on a Plat of Subdivision, and all other components of the storm water detention and drainage system serving more than a separate Parcel or Lot within the Property, including all conduits, catch basins, inlets, inlet leads, catch basin leads, detention basins and retention ponds located within such Parcels or Lots or within any other Common Areas and the table land immediately adjacent to such basins and ponds (and contained, however, within the Parcel or Lot so designated). There shall be excluded from Storm Water Facilities any storm water collecting facilities dedicated to or owned by any Governmental Authority and the storm water collecting sewers and facilities located within a Parcel or Lot, the principal purpose of which is to serve such Parcel or Lot, unless such Parcel or Lot is a part of the Common Areas.

**SECTION 37. "SUBDIVISION"** shall have the meaning set forth in Section III.C. of the Declaration.

**SECTION 38. "VILLAGE"** shall mean the Village of Lake Villa, an existing Illinois municipal corporation, and its successors.

**SECTION 39. "WETLANDS"** shall have the meaning provided in 40 C.F.R. § 230.41, as the same may be hereafter amended, and shall include only those portions of the Common Areas within the Property which are designated as such pursuant to the Wetlands Conservation Easement.

**SECTION 40. "WETLANDS CONSERVATION EASEMENT"** shall mean the easements created pursuant to that certain Wetlands Conservation Easement for SAVANNA SPRINGS heretofore granted by Declarant to the Army Corps and recorded on October 28, 1994 as Document No. 3608686 in the office of the Recorder of Lake County, Illinois.

**SECTION 41. "WETLANDS PERMIT"** shall mean that certain Department of the Army Permit issued August 16, 1994 by the Army Corps to Clarion Development, Inc. pursuant to Application No. 199300749, a copy of which is attached to the Declaration as Exhibit "B".

**SECTION 42. "WINDDANCE DECLARATION"** shall mean that certain Declaration of Restrictive Covenants and Easements for WindDance, Lake Villa, Illinois, recorded as Document No. 3608687 with the Recorder of Lake County, Illinois.

**SECTION 43. "WINDDANCE DEVELOPMENT"** shall mean that certain development of single family homes and open spaces of which the Property is a part, consisting of 223.64 acres, more or less, located in the Village of Lake Villa, Lake County, Illinois.

## ARTICLE II.

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth ( $1/4$ ) of all of the votes of each class of membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days but not more than forty (40) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-tenth ( $1/10$ ) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at each subsequent meeting shall be one-half ( $1/2$ ) of the required quorum for the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

### ARTICLE III.

#### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors, who need not be Members of the Association; provided however, until the first annual meeting of Members, the Board of Directors may be less than six (6) in number, but not less than three (3).

Section 2. Term of Office. At the first annual Meeting, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect two (2) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a vote of sixty-seven percent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

### ARTICLE IV.

#### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE V.

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Periodic regular meetings of the Board of Directors may be held without notice, on such dates and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VI.

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for any single infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by virtue of the Declaration or the Articles of Incorporation of the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided, however, that any such employment arrangement shall be terminable by the Association without cause and without penalty on not more than 90 days notice; and

(f) procure and maintain liability, casualty and other insurance.

(g) procure and maintain errors and omissions insurance coverage for the Board of Directors, the officers, and such of the agents of the Association as the Board, in its discretion, deems appropriate.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, in such form as the Board shall deem appropriate, to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment, or any increases or decreases thereto, for assessment period and fix the amount of any special assessments;

(2) at its option, foreclose the lien against any Lot for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(3) own the Common Areas, subject to the rights of Village to purchase the same, as provided in the Declaration;

(4) cause the Common Areas to be maintained, repaired, replaced and renewed in a clean, sightly, safe and first class condition and in accordance with the requirements set forth in the Declaration; and

(5) perform such other duties and obligations under the Declaration as may be imposed on the Association by the Declaration or as may have been assigned to the Association by the Declarant.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. No charge shall be made for issuing from time to time said certificates to the Declarant on lots then owned by Declarant; and

(e) procure and maintain insurance in the manner provided in the Declaration.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names of the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of the accounts; prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Appearance Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE IX.

### DECLARANT'S RIGHTS

Anything to the contrary contained in these By-Laws notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute and exclusive right to fill any vacancies on the Board of Directors (including any vacancy caused by an increase in the number of directors) and to appoint any officers, assistant officers and agents of the Association.

## ARTICLE X.

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and each officer of the Association and any director or officer of any other corporation serving as such at the request of the Association because of the Association's interest as a shareholder or creditor of such other corporation, shall be indemnified by the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board of Directors and officers of the Association on behalf of the Owners or the Association (including expenses, which expenses shall include attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) or otherwise arising out of their status as members of the Board of Directors or officers (including expenses, which expenses shall include attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) in each event, to the fullest extent permitted by law. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit or proceeding to have assessed or allowed in his favor, against the Association or other corporation or otherwise, his costs and expenses incurred therein or in connection therewith or any part thereof.

## ARTICLE XI.

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or by any mortgagee holding a mortgage on any Lot within the Properties. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII.

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association the initial capital contribution, annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Association may at its election, require the Owner to pay a "late charge" in an amount to be determined by the Association and applied uniformly, and if such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

## ARTICLE XIII.

### CORPORATE SEAL

The Association shall have a seal in circular form having within the circumference the words: "Corporate Seal, Illinois."

## ARTICLE XIV.

### AMENDMENTS

Section 1. General Amendment. These By-laws may be amended as follows:

1. Within Five Years. At any time after the date hereof and up to and including the fifth annual anniversary of the date of the Declaration, if approved by the affirmative vote of Members holding ninety percent (90%) or more of the total number of votes then eligible to be cast by Members of the Association at a meeting duly called where a quorum is present, the Members may amend or otherwise modify these By-laws in whole or in part.

2. Between Five and Twenty-Five Years. At any time after the fifth annual anniversary of the date of the Declaration and up to and including the twenty-fifth annual anniversary of the date of the Declaration, if approved by the affirmative vote of Members holding sixty-seven percent (67%) or more of the total number of votes then eligible to be cast by Members of the Association, at a meeting duly called where a

quorum is present, the Members may amend or otherwise modify these By-laws in whole or in part.

3. Twenty-Five Years and Thereafter. At any time after the twenty-fifth annual anniversary of the Declaration, if approved by the affirmative vote of Members holding fifty-one (51%) or more of the total number of votes then eligible to be cast by Members of the Association, at a meeting duly called where a quorum is present, the Members may amend or otherwise modify this Declaration in whole or in part.

Section 2 Corrective Amendments. Notwithstanding the provisions of Section 1 hereof, in the event the Declarant desires to amend these By-laws: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (y) for the sole purpose of causing the By-laws to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Properties to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Properties, or (z) for the sole purpose of causing the By-laws to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, it may do so by an instrument signed by Declarant without further consents from any parties.

## ARTICLE XV.

### CONTROLLING PROVISION

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XVI.

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Savanna  
Springs Homeowners' Association, have hereunto set our hands this 26th day of March, 1996.

Lt. Lynne J.

W. Michael Rhoads

Edward W. Dukes

Aring DeFreese

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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Savanna Springs Homeowners' Association, an Illinois not-for-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 26th day of March, 1996.

Anne McFadden

Secretary

EXHIBIT "A"

Legal Description of Properties

WINDDANCE PARCEL 2, PHASE 1, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF SECTION 5, THE SOUTHWEST QUARTER OF SECTION 4, THE NORTHEAST QUARTER OF SECTION 8, AND THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612124

WINDDANCE PARCEL 2, PHASE 2, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTHWEST 1/4 OF SECTION 4 AND THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 45 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612125

PARCEL 2, PHASE 3 LEGAL DESCRIPTION:

WINDDANCE PARCEL 2, PHASE 3, BEING A SUBDIVISION OF THOSE PARTS OF THE SOUTH 1/2 OF SECTION 4 AND THE NORTH 1/2 OF SECTION 9 ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT NO. 3612126

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