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MARY ANN LAMM
SANGAMON COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR TREVI GARDENS HOMEOWNERS ASSOCIATION

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Amended Spring 2003

1998 R 61797 11/18/98 – 11/20/98

Trevi Gardens Homeowners Association
P.O. Box 9238
Springfield, Illinois 62791

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TREVI GARDENS HOMEOWNERS ASSOCIATION
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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREVI GARDENS HOMEOWNERS ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Homeowners Association is made the 27th day of April, 1978, as amended the 19th day of November, 2002, by Trevi Gardens Home Owners Association, hereinafter referred to as "Declarant."

WITNESSETH:

Declarant is a Homeowners Association with members consisting of the owners of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant desires to subject said property to the provisions of this Declaration and to create on the property TREVI GARDENS, a planned unit development. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property, the subjecting of additional real property to the provisions of this Declaration, the interrelationship of the component residential associations, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may subsequently hereafter be submitted to this Declaration.

Trevi Gardens is intended to be a planned unit development which may consist of single family residential, apartment, condominium, townhouse, and recreational facilities to be constructed on all or part of the property described in Exhibit "B" as Declarant in its sole discretion shall determine and in such styles, mix, configuration, and manner as Declarant alone shall determine.

The plan of development calls for Trevi Gardens to be built in phases. The initial construction will be single family detached housing, duplex and zero lot line homes. The Association retains the option to determine the number, mix, type, styles and materials of construction of each. Declarant by this Declaration desires to submit the property described in Exhibit "A" and a portion of the property described in Exhibit "B" to this Declaration. This Declaration provides a flexible and reasonable procedure for the subjecting of said property and establishes a method for the administration and maintenance of such property as is now or may subsequently be submitted to this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "C" and any additional property as may by subsequent amendment be added to and subjected to this Declaration by amendment shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest on the described properties or any part thereof, their heirs, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to Trevi Gardens Homeowners Association, Inc., an Illinois nonprofit corporation, its successors and assigns.

Section 2: "Properties" shall mean and refer to the real property described in Exhibit "C" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

Section 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding any party holding the fee simple title merely as security for the performance of an obligation.

Section 4: "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5: "Lots." Each lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to the provisions of this Declaration. Subject to the restrictions contained in this Declaration or amendments hereto, each residence shall include all improvements constructed on any Lot which were constructed in accordance with the design criteria established by the plans of the architect designing the residence or were approved by the Board of Directors or its designated representative; and even though protruding beyond the boundaries of the Lot, such improvement shall be deemed a part of the Lot. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to more than one Lot or to the Common Area are excluded from a Lot although located, in part, within the boundaries thereof. The ownership of each Lot shall include, and there shall pass with each Lot as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Lot Owner in the Common Area, which shall include, but not be limited to, membership in the Association. All condominium units now or hereafter subject to the provisions of the Declaration shall be deemed a lot for all purposes.

Section 6: "Area of Common Responsibility" shall mean and refer to the Common Area together with those areas, if any, with or upon a Lot the maintenance, repair, or replacement of which is made the responsibility of the Association by this Declaration or any amendments thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1: Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the facilities of the Association for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

(c) The right of the Declarant with regard to the Properties which may be owned for the purpose of development to grant easements in and to the Common Area contained within the respective Properties to any public agency, authority or utility for such purposes as benefit only the Properties or portions thereof and Owners of Lots contained therein;

(d) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner encumbering any Lot or other property located within Trevi Gardens;

(e) The right of the Association to dedicate or transfer all of any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer shall have been signed by a majority of members of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 3. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support, such rights shall be appurtenant to and pass with the title, to each Lot.

Section 4. Storm Drainage and Sanitary Sewer Systems. Storm drainage systems and sanitary sewer systems may be located under certain buildings containing residences throughout the Properties. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each Residence for the purpose of providing connection of the Residence with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment of all or any part of the Residence subject to such easements or to which such easements are appurtenant.

Section 5. Use of Common Area. Except for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of said property outside their respective Lots except as may be allowed by the Association's Board of Directors or as may be expressly permitted in a Declaration to which the Property or any part thereof are submitted for the purposes of creating a residential association. No planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area or any Lot except as are installed in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. No antennas may be erected upon the Common Area except for a master antenna serving the members may by erected by the Association. It is expressly

acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for the protection of said owners.

Section 6. Signs. No sign of any kind shall be displayed to the public view on the Properties without the prior written consent of the Board or its designate except customary name and address signs and one "for sale" sign of not more that four (4) square feet in size advertising the Lot or Residence for sale, which, except as provided herein, shall be placed on the Property offered for sale. The Board on behalf of the Association shall have the right to erect reasonable and appropriate signs on the Common Area.

Section 7. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

Section 8. Rules and Regulations. The Board of Directors may establish rules and regulations concerning the use of the Common Area and facilities located thereon. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, canceled, or modified in a regular or special meeting by the Vote of the majority of members present at the meeting in person or by proxy. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be canceled by lien and foreclosure as provided in Article VIII.

Section 9. Parking Areas. Except as provided in this section, no owner, tenant, guest, or other person shall park, store, or keep any motor vehicle, boat, trailer, or other vehicle except wholly within the garage contained within such Owner's Lot, or such other area as may be specifically designated for that purpose by the Board. An Owner or tenant may park in his or her garage and upon any parking area, if any, contained within such Owner's Lot the Owner's privately owned automobile, pickup truck or van (excluding large trucks and vans of commercial use) so long as such vehicle or vehicles be used as the lot owners primary means of transportation. No owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 10. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that no more than a total of two dogs, cats or other normal household pets may be kept on Lots or in Residences subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. All pets must be kept within fenced yards, enclosed pens or personal residences, where the animal is not deemed a nuisance to fellow residents. No staking or chaining of animals within open yard areas will be permitted unless the

owner is physically present with the pet, or the animal is being walked. The owner of the property in question will be sent a letter to cease any prohibited activity within five (5) days of mailing of the letter. If the activity persists beyond that point, the owner will be assessed a weekly fine of no less than fifty dollars ($50.00) until such action is ceased. Landlords will be jointly and severally liable for their tenants' violation of these rules and regulations. The Board shall have the absolute power to prohibit pets from being kept on Lots including inside residences constructed thereon.

Section 11. Use of Lots. Except as provided herein below, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the lease is otherwise in compliance with rules and regulations as may be promulgated by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Without the prior written consent of the Association's Board of Directors, nothing shall be kept on any Lot or on the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. No antenna may be erected on any Lot or upon any structure thereon without the prior written consent of the Board. No destructive or offensive activity, or any activity constituting a nuisance shall be conducted on any Lot or the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 12. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder or builders (if other than Declarant) of residences to maintain and carry on, during the period of construction and sale of the Lots or residences, upon such portion of the Common Area as the Declarant deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of such residence. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant or such other builder or builders as models. The exercise of this right by builders other than Declarant shall be subject to such reasonable, nondiscriminatory regulations and standards as Declarant may impose.

Section 13. Easement for Utilities, Etc. There is hereby reversed the power to grant blanket easements upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities including but not limited to, water, sewers, telephones and electricity. The power to grant easements is reserved to and is made a power of the Board of Directors. The Board shall upon written request, grant such easements as may be reasonably necessary for the development of any property made subject to this Declaration. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as may be approved by the Association's Board of Directors or as provided in Article II, Section 1(c). Should any entity furnishing a

service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way effect any other recorded easement on the Properties.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or member's spouse, but in no event shall more than one vote be cast nor held for each Lot.

Section 2. Voting. The Association shall have one form of membership, as follows: Members shall be all Owners and anyone holding one or more Lots for the purpose of both development and sale. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise in writing the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE IV
MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of the Lot and all parts of the residence thereon unless specifically identified as being the responsibility of the Association in this Declaration or in a subsequent amendment thereto shall be the responsibility of the Owner. No Owner shall (i) decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the Association's Board of Directors or its designated representative, as is more fully provided for herein; or (ii) do any work which, in the reasonable opinion of said Board of Directors or its designated representative, would jeopardize the soundness and safety of the Properties, reduce the value thereof, or impair any easement of hereditament thereto.

Section 2. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include, without limitation, the maintenance and repair of streets and parking areas not dedicated to the city, if any, and greenbelts which are part of the Common Area, if any. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost

and expense, of all trees, shrubs, grass, walks and other improvements situated upon the Common Area. The Association may perform or may cause to be performed all maintenance required by these declarations and for sub associations.

(b) In the event the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused or permitted through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is now covered or paid for by insurance in whole or in part, then, in that event, the Association, except in the event of any emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owners sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Each Owner shall insure his entire residence against loss or damage by fire or other casualty under the standard form all-risk homeowner's policy now in use in Illinois or under such other insurance as may be required by the mortgage of the residence. All such insurance shall be for the full replacement cost. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Lot Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Association's Board of Directors or its duly authorized agent shall obtain insurance on all improvement located on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a $500,000 single limit as respects bodily injury and property damage. The Association shall also obtain an umbrella policy in an amount of at least $1,000,000. Premiums for all such insurance shall be common expense of the Association. The policy may contain a reasonable deduction, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost. All such insurance coverage obtained by the Board of Directors shall be written with a company licensed to do business in the State of Illinois and holding a rating of "A" or better in the Financial Category as established by A.M. Best Company, Inc., if available and, if not available, the best rating available. Exclusive authority to adjust losses under policies hereafter in force on the Property obtained by the Association shall be vested in the Association's Board of Directors; provided however, that no mortgage having

an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Springfield, Illinois area. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents, and guests;

(b) A waiver by the insurer of its right to repair, and reconstruct instead of paying cash;

(c) That no policy may be canceled, invalidated or suspended on account of any one or more individual owners;

(d) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner or mortgagee;

(e) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 2. No Partition. There shall be no judicial partition of the property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of the Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies written in the name of the Association shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be distributed in payment of such costs or repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements accounts.

(b) If it is determined as provided for in paragraph 4 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds are to be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising

under such insurance and obtain reliable and detailed estimates of cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least ninety (90%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information, shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors, shall, without the necessity of a vote of the members, levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in the Association's capital improvements account.

ARTICLE VI
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation with Approval of Membership. Upon the affirmative vote of a majority of the members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than shown on Exhibit "A" to the provision of this Declaration and the jurisdiction of the Association by filing for record in the Sangamon County Records a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be written by contract cancellable upon no more that ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with operation of the Properties or the enforcement of this Declaration. The Association by action of its Board of Directors may but shall not be required to arrange as an Association expense with others to furnish trash collection and other common services to each Lot.

Section 3. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include the imposition of reasonable monetary fines which if not paid when due shall constitute a lien as provided in Article VIII hereof.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by-law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII
ASSESSMENTS

Section 1. Purpose of Assessments. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of residences, maintain the Properties, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in

accordance with these Declarations hereof. All such assessments together with interest at the highest rate allowable under the laws of the State of Illinois from time to time relating to usury for residential real estate, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such a manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless otherwise provided by the Board, the assessment shall be paid in monthly installments. Except as provided herein, assessments shall be charged equally against each Lot. The Board may assess Owners of Lots in the duplex housing section a pro rata cost of services, if any, which benefit only Lots therein, by way of example but not limitation, maintenance of streets and snow removal in the duplex section, street light electricity, and appropriate reserves. No owner shall be personally released from the obligations of Article VIII until such owner shall obtain the written release therefor from the Board.

Section 3. Computation. It shall be the duty of the Board at lease thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be sent to the last known residence address of each member at least thirty (30) days prior to the meeting. The budget and assessment shall become effective unless otherwise disapproved at the annual meeting by a vote of at least sixty-six (66%) percent of the total Association members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget of the Board and fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty (50%) percent of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessment payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 2 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members and proxies entitled to cast over twenty-five (25%) percent of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first mortgage deed or any mortgage to Declarant, duly recorded in the public records of Sangamon County, Illinois, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Any Notice of Lien filed on any Lot shall include a statement of a mailing address in the State of Illinois where notice may be mailed to the Association filing the Notice of Encumbrance. The place to where notices shall be mailed shall be the following:

Trevi Gardens
P.O. Box 9238
Springfield, Illinois 62791

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a Notice of Delinquency to be given to any member who has not paid. If the assessment not be paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as foreclosure of real estate mortgages of real property. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his or her Lot.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant, or, in the case of additional Properties annexed by amendment to this Declaration, on the first day of the month following said annexation, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

ARTICLE IX
ARCHITECTURAL STANDARDS

Section 1. Building. No building nor any part thereof, nor any fence or wall shall be constructed on any Lot or building site nearer to the street than the minimum set back lines on the recorded plat. No building, structure, fence, construction of any kind, addition, change, or exterior alteration shall be made unless and until the plans and specification showing the nature, kind, shape, size, height, materials, location, and finish grade of the Lot and floor elevation of the structure and proposed exterior appearance of the residence shall have been submitted to and approved as to harmony of external design and location on the lot in relation to surrounding structures and topography and for compliance with this Section, in writing by the Board of Directors to the Association, or by an Architectural Standards Committee composed of three or more representatives appointed by the Board. It is intended that set backs may be staggered where appropriate and may be altered by the Board or Committee whenever, in their discretion, the topography or configuration or any lot or building size in the subdivision will so require. The exterior of all structures must be completely finished before any structure may be occupied. The Board or the Architectural Standards Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be empowered to stop construction in violation of these restrictions. Upon prior notice of the time thereof, any member of the Architectural Standards Committee, the Board, or its representative shall have the right during reasonable hours to enter upon to inspect any Lot, Residence, structure, or building site and any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of these covenants. In the event said Board, or its designated committee fails to approve or to disapprove such design and location within forty-five (45) days after said plans and specifications shall have been submitted in writing to it, approval will not be required and this Article IX will be deemed to have been fully complied with. If no application has been made to the Board or its representatives, suit to enjoin or to remove such additions, alterations or improvement may be instituted at any time. Initial architectural standards shall include the following: No Owner shall have a basement constructed as part of the residence. All Residences erected upon said Properties shall have a floor plan area required by a majority of the Board of Directors of the Association or by an Architectural Standards Committee composed of three or more representatives appointed by the Board; provided, however, that in no event shall the required area be less than one thousand (1,000) square feet of living area on the single family zero lot line lots, nor less than twelve hundred (1,200) square feet of living area in each side of a duplex. Roof colors and materials and construction materials shall be accordance with the approved list which will be available from the Board. At least fifty percent (50%) of the front exterior of every residence shall be bricked.

Section 2. Landscaping. Each Lot owner shall submit to the Board or the Architectural Standards Committee and obtain written approval of a landscape plan, indicating thereon the improvements and the location, size, and species of each plant, shrub, and tree including a schedule for plantings and completion of the plan. It is the purpose of this Section to require appropriate landscaping of each Lot in order to preserve and enhance the beauty of the developments, and the landscaping on each Lot shall be completed in accordance with said approved plan prior to occupancy of the residence, except for occupancy occurring December 1 through March 31. If occupancy occurs during this period, landscaping shall be completed on or before the following May 15.

ARTICLE X
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between two or more Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing and Repair Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XI
USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Association shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, provided that copies of all such rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, be furnished to all Owners. For violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and the owner's right to vote. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed sixty (60) days. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

Section 2. Procedures. Except as otherwise provided in this Declaration of By-Laws of the Association, the Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) ***Demand.*** Written demand to cease and desist from an alleged violation shall be served upon the alleged violation specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) ***Notice.*** Within one month of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session.

The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(iv) The proposed sanction to be imposed.

(c) ***Hearing.*** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administration rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article VIII hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of right to do so thereafter.

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

Section 3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Lillian Carter, mother of former President Jimmy Carter.

Section 4. Notice of Sale, Lease of Mortgage. In the event an Owner sells, leases, mortgages, conveys, or executes a contract for deed of the Owner's property, the Owner shall give to the Association written notice containing the name of the purchaser, lessee or mortgagee of the property. The Board may refuse to release an Owner personally from the obligations of Article VIII until the Board first has received the written notice required by this section.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than one-half (1/2) of all votes except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public records of Sangamon County, Illinois.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 7. Notices. All notices herein required to be given to Members and Owners of Lots shall be deemed given, if sent, to the last know residence address of such Member or Owner of Lots, by depositing the same, postage prepaid in the United States Mail.

IN WITNESS WHEREOF, the undersigned has executed this Amended Declaration under seal, this 28th day of April, 2003.

THE TREVI GARDENS HOMEOWNERS ASSOCIATION
OF SPRINGFIELD

Raye Cross
Raye Cross, President

ATTEST: Steve Sandstrom
Steve Sandstrom, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Constance L. Mattozzi a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Raye Cross and Steve Sandstrom, President and Secretary of Trevi Gardens Homeowners Association, respectively, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of Trevi Gardens Homeowners Association as aforesaid, for the uses and purposes therein set forth. The said Officers then and there acknowledged that said Officers are custodians of the corporate seal of said Association, and this was their own free and voluntary act and as the free and voluntary act of said Association as aforesaid, for the uses and purposes therein set forth.

Given under me and my notarial seal this 28th day of April, 2003.

Constance L. Mattozzi
Notary Public

My Commission expires

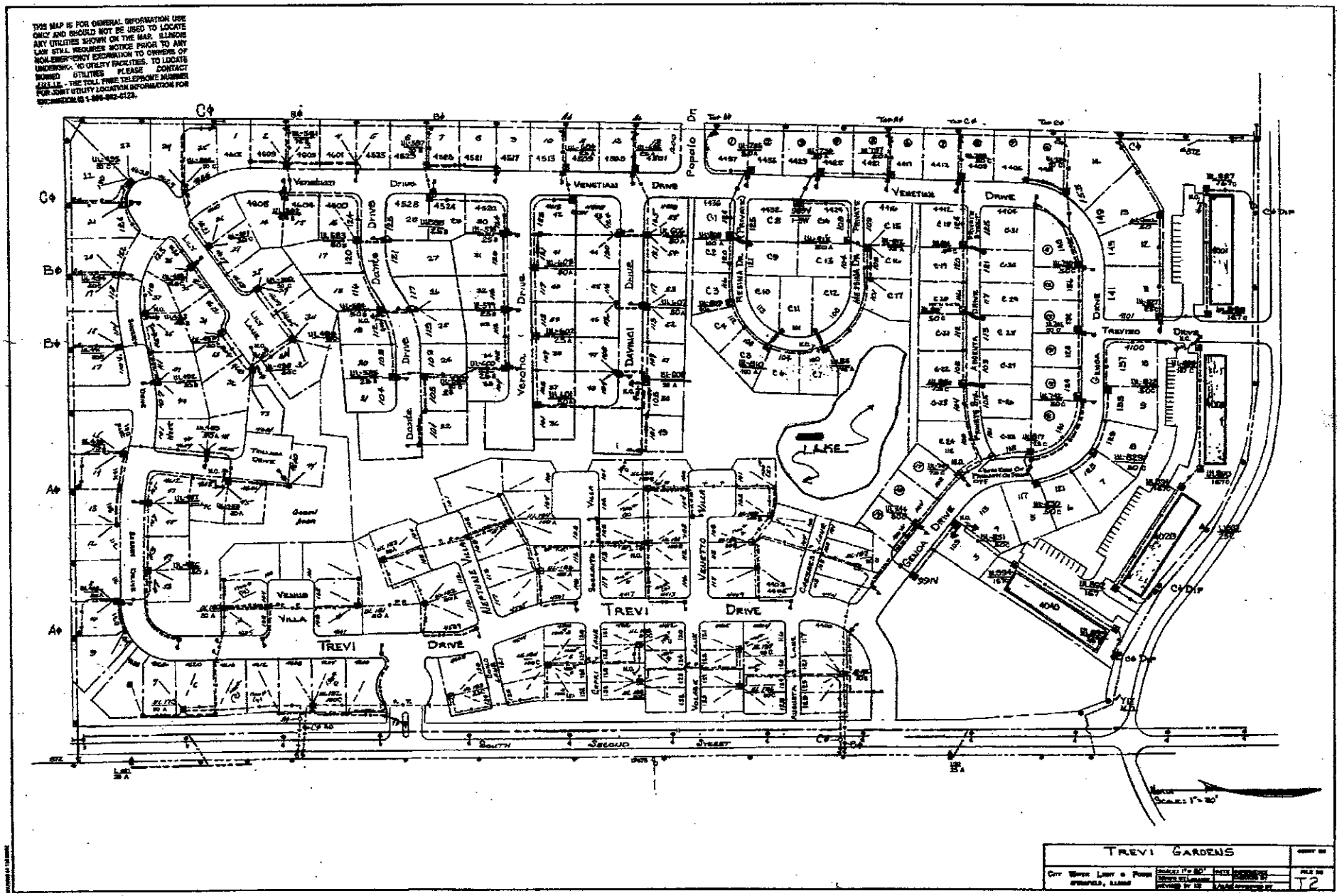
OFFICIAL SEAL
CONSTANCE L. MATTOZZI
NOTARY PUBLIC STATE OF ILLINOIS
My Comm. Expires 10-31-06

EXHIBIT A

PLAT OF SURVEY
SIX ADDITIONS OF TREVI GARDENS

SANGAMON COUNTY, ILLINOIS

Lots of Trevi Gardens First through Sixth Additions to the City of Springfield, Illinois, being part of the West Half (1/2) of the Northeast Quarter (1/4) of Section 21, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.


THIS MAP IS FOR GENERAL INFORMATION USE ONLY AND SHOULD NOT BE USED TO LOCATE ANY UTILITIES SHOWN ON THE MAP. ILLINOIS LAW STILL REQUIRES NOTICE PRIOR TO ANY NON-EMERGENCY EXCAVATION TO OWNERS OF UNDERGROUND UTILITY FACILITIES. TO LOCATE BURIED UTILITIES PLEASE CONTACT J.U.L.L.E. - THE TOLL FREE TELEPHONE NUMBER FOR JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION IS 1-800-892-0123.
Venetian Drive
Popolo Dr.
Dante Drive
Venetia Drive
Davinci Drive
Resina Dr.
Messina Dr.
Argenta Drive
Genoa Drive
Treviso Drive
Trillaia Drive
Venus Villa
Neptune Villa
Vellette Villa
Cassiopeia Lane
Volare Lane
Augusta Lane
Trevi Drive
Lake
South Second Street
Scale: 1" = 30'
TREVI GARDENS
City Water Light & Power
Springfield, Illinois
T2

BY-LAWS OF
TREVI GARDENS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name. The name of the Association shall be Trevi Gardens Home Owners Association. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have membership as more fully set forth in that certain Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Home Owners Association (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as "the Declaration:), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning set forth in said Declaration unless the context shall prohibit.

ARTICLE II
MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners of Lots as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Association shall meet annually at least thirty (30) days prior to the close of the fiscal year as herein provided or initially set by the Board of Directors. After the first annual meeting, the succeeding meetings shall be held on the anniversary date or within one week thereof in each year or such day as may be formally set by the Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the votes of the members of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Lot, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than five (5) nor more than forty (40) days before a meeting.

Section 5. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Owners of Lots who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight

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(48) hours from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Voting. The voting rights of the members shall be set forth in the Declaration and such voting rights provisions are specifically incorporated here.

Section 7. Proxies. A vote may be cast in person or by proxy. Proxies may be given to any person and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 8. Majority of Owners. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the whole.

Section 9. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of twenty percent (20%) of the Owners of Lots shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat. *Robert's Rule of Order* (current edition) shall govern the conduct of all meeting of the Association when not in conflict with the Declaration of By-Laws.

ARTICLE III
BOARD OF DIRECTORS, NUMBERS, POWERS, MEETINGS

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors.

Section 2. Initial Directors. [This section intentionally left blank]

Section 3. Number of Directors. The number of Directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than seven (7).

Section 4. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days 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, and such appointment shall be announced at each such 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 in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor.

Section 5. Election and Term of Office. At each annual meeting of the membership, Directors shall be elected. If there be one (1) or more sub-association contained in Trevi Gardens

there shall be at least one (1) Director elected from and representing each of the sub-associations. There shall be in addition to the Directors elected from each sub-association, not less than one (1) nor more than six (6) Directors elected at large so that there will always be an odd number of Directors. It is the express intent of this provision to require that there by an uneven number of Directors either three (3), five (5), or seven (7). Except as otherwise herein provided, all members of the Association shall vote upon the election of all Directors; however, separate slates shall be proposed for candidates specifying those representing a sub-association and those running at large. No more than two (2) Directors including the representative of sub-association and one (1) at large Director may come from any sub-association. The candidate receiving a majority vote shall be elected. In the event no candidate received a majority vote on the first balloting, a run-off shall be held between the two (2) candidates, having received the greatest number of votes and who are eligible to be Director. The terms of Directors shall be staggered. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the board of Directors may be removed with or without cause by a majority of the Owners of Lots and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners of Lots shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at such meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum; and each person so elected shall be a Member of the Board of Directors for the remainder of the vacant term. Vacancies occurring with respect to Directors selected by the Declarant shall be filled by the Declarant.

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within the ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year.

Section 10. Special Meeting. Special Meetings of the board of Directors may be called by the president upon no less than five (5) days' notice to each Director, given personally or by mail or telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

Section 11. Waiver of Notice. Any Director may, at any time, in writing, waive notice of the meeting of the Board of Directors and such waiver shall constitute a waiver of receipt of such notice. Attendance by a Director at any meeting of the board of Directors shall constitute a waiver of notice by her or him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as Director unless approved by a majority vote of the Association present in person or by proxy at a regular or special meeting of the Association.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors and a record of all transactions and proceedings occurring at such meetings. *Robert's Rules of Order* (current addition) shall govern the conduct of the meetings of the board of Directors when not in conflict with the Declaration or these By-Laws.

Section 15. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law, the Declarations, Articles of corporation, or these By-laws and not directed thereby to be done and exercised exclusively by the members. The Board shall have the power to adopt rules and regulations which it deems necessary and to impose sanctions for violation thereof, including, without limitation, reasonable monetary fines which may be collected as provided in the Declarations.

Declarant shall receive written notice of all meetings by certified mail, return receipt requested or by personal delivery, at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with all applicable notice requirements as to regular and special meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

Declarant shall be given the opportunity, at any such meeting if Declarant so desires, to join in, or to have its representative or agents join in, discussion from the floor on any prospective action, policy, resolution, decision or program to be taken, enacted, decided or implemented by the Board. Declarant and its representatives or agents shall have the right to be heard upon all issues before the Board or the Association.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 17. Common or Interested Directors. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or Association (including the Declarant) in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board of Directors of any committee thereof or whose presence constitutes a quorum of either such meeting or committee which authorizes or approves the contract or transaction, or because his note is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed to the Board or Committee or a majority thereof or noted in the minutes, and the Board of Directors or committee authorizes, approves, or ratifies such contact or transaction in good faith; or

(b) The fact that the common directorate or interest is disclosed to the Board or known to at least a majority of the members of the Association and the members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose.

ARTICLES IV
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one Vice president, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the shareholders and of the Board of Directors. He must sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, checks over fifty dollars ($50.00), contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section 3. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an Assistant Secretary, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws; (b) prepare annually an operating budget for the Association, and submit such budget to the Board of Directors; (c) levy and collect all assessments, fines, penalties and other charges authorized by the Declarations and these By-Laws; and (d) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. All checks over the amount of fifty dollars ($50.00) must be signed by the treasurer and president to be valid.

Section 5. Secretary. The Secretary shall: (a) keep the minutes of the Association meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of the Declarations and these by-laws or as required by law; (c) be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which of the Association under its seal is duly authorized in accordance with the provisions of the by-laws; (d) keep a register of the post office address of each member of the Association and each Director which shall be furnished to the Secretary of such member; (e) attest and sign with the President, or Vice-President, all documents for which the Association seal shall be approved (f) have general charge of the books of the Association; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurer shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries in the absence of the Secretary as thereunto authorized by the Board of Directors may sign with the President or a Vice-President all documents for which the Association seal shall be affixed. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 7. Election, Term of Office and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 8. Removal. Any officer may be removed by a majority vote of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 9. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the 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.

ARTICLE V
COMMITTEES

Section 1. Committes. The Board, by resolution, may designate such committees as may be deemed necessary from time to time for the proper administration of the affairs of the Association.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR TREVI GARDENS HOMEOWNERS ASSOCIATION

Amended October 2009

Prev. amended Nov.1998 (1998R61797), Nov. 2005

Trevi Gardens Homeowners Association
P.O. Box 9238
Springfield, Illinois 62791

Return to: Steve Sandstrom
108 Verona Dr
Spfld. IL 62703
Env

TREVI GARDENS HOMEOWNERS ASSOCIATION
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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREVI GARDENS HOMEOWNERS ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Homeowners Association is made the 27th day of April, 1978, as amended the 11th day of April, 2008, by Trevi Gardens Homeowners Association, hereinafter referred to as "Declarant."

WITNESSETH:

Declarant is a Homeowners Association with members consisting of the owners of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant desires to subject said property to the provisions of this Declaration and to create on the property TREVI GARDENS, a planned unit development. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property, the subjecting of additional real property to the provisions of this Declaration, the interrelationship of the component residential associations, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may subsequently hereafter be submitted to this Declaration.

Trevi Gardens is intended to be a planned unit development which may consist of single family residential, apartment, condominium, townhouse, and recreational facilities to be constructed on all or part of the property described in Exhibit "B" as Declarant in its sole discretion shall determine and in such styles, mix, configuration, and manner as Declarant alone shall determine.

The plan of development calls for Trevi Gardens to be built in phases. The initial construction will be single family detached housing, duplex and zero lot line homes. The Association retains the option to determine the number, mix, type, styles and materials of construction of each. Declarant by this Declaration desires to submit the property described in Exhibit "A" and a portion of the property described in Exhibit "B" to this Declaration. This Declaration provides a flexible and reasonable procedure for the subjecting of said property and establishes a method for the administration and maintenance of such property as is now or may subsequently be submitted to this Declaration.

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "C" and any additional property as may by subsequent amendment be added to and subjected to this Declaration by amendment shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest on the described properties or any part thereof, their heirs, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to Trevi Gardens Homeowners Association, Inc., an Illinois nonprofit corporation, its successors and assigns.

Section 2: "Properties" shall mean and refer to the real property described in Exhibit "C" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

Section 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding any party holding the fee simple title merely as security for the performance of an obligation.

Section 4: "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5: "Lots." Each lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to the provisions of this Declaration. Subject to the restrictions contained in this Declaration or amendments hereto, each residence shall include all improvements constructed on any Lot which were constructed in accordance with the design criteria established by the plans of the architect designing the residence or were approved by the Board of Directors or its designated representative; and even though protruding beyond the boundaries of the Lot, such improvement shall be deemed a part of the Lot. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to more than one Lot or to the Common Area are excluded from a Lot although located, in part, within the boundaries thereof. The ownership of each Lot shall include, and there shall pass with each Lot as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Lot Owner in the Common Area, which shall include, but not be limited to, membership in the Association. All condominium units now or hereafter subject to the provisions of the Declaration shall be deemed a lot for all purposes.

Section 6: "Area of Common Responsibility" shall mean and refer to the Common Area together with those areas, if any, with or upon a Lot the maintenance, repair, or replacement of which is made the responsibility of the Association by this Declaration or any amendments thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1: Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the facilities of the Association for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

(c) The right of the Declarant with regard to the Properties which may be owned for the purpose of development to grant easements in and to the Common Area contained within the respective Properties to any public agency, authority or utility for such purposes as benefit only the Properties or portions thereof and Owners of Lots contained therein;

(d) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner encumbering any Lot or other property located within Trevi Gardens;

(e) The right of the Association to dedicate or transfer all of any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer shall have been signed by a majority of members of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 3. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support, such rights shall be appurtenant to and pass with the title, to each Lot.

Section 4. Storm Drainage and Sanitary Sewer Systems. Storm drainage systems and sanitary sewer systems may be located under certain buildings containing residences throughout the Properties. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each Residence for the purpose of providing connection of the Residence with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment of all or any part of the Residence subject to such easements or to which such easements are appurtenant.

Section 5. Use of Common Area. Except for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of said property outside their respective Lots except as may be allowed by the Association's Board of Directors or as may be expressly permitted in a Declaration to which the Property or any part thereof are submitted for the purposes of creating a residential association. No planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area or any Lot except as are installed in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. No antennas may be erected upon the Common Area except for a master antenna serving the members may by erected by the Association. It is expressly

acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for the protection of said owners.

Section 6. Signs. No sign of any kind shall be displayed to the public view on the Properties without the prior written consent of the Board or its designate except customary name and address signs and one "for sale" sign of not more that four (4) square feet in size advertising the Lot or Residence for sale, which, except as provided herein, shall be placed on the Property offered for sale. The Board on behalf of the Association shall have the right to erect reasonable and appropriate signs on the Common Area.

Section 7. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

Section 8. Rules and Regulations. The Board of Directors may establish rules and regulations concerning the use of the Common Area and facilities located thereon. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, canceled, or modified in a regular or special meeting by the Vote of the majority of members present at the meeting in person or by proxy. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be canceled by lien and foreclosure as provided in Article VIII.

Section 9. Parking Areas. Except as provided in this section, no owner, tenant, guest, or other person shall park, store, or keep any motor vehicle, boat, trailer, or other vehicle except wholly within the garage contained within such Owner's Lot, or such other area as may be specifically designated for that purpose by the Board. An Owner or tenant may park in his or her garage and upon any parking area, if any, contained within such Owner's Lot the Owner's privately owned automobile, pickup truck or van (excluding large trucks and vans of commercial use) so long as such vehicle or vehicles be used as the lot owners primary means of transportation. No owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 10. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that no more than a total of two dogs, cats or other normal household pets may be kept on Lots or in Residences subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. All pets must be kept within fenced yards, enclosed pens or personal residences, where the animal is not deemed a nuisance to fellow residents. No staking or chaining of animals within open yard areas will be permitted unless the

owner is physically present with the pet, or the animal is being walked. The owner of the property in question will be sent a letter to cease any prohibited activity within five (5) days of mailing of the letter. If the activity persists beyond that point, the owner will be assessed a weekly fine of no less than fifty dollars ($50.00) until such action is ceased. Landlords will be jointly and severally liable for their tenants' violation of these rules and regulations. The Board shall have the absolute power to prohibit pets from being kept on Lots including inside residences constructed thereon.

Section 11. Use of Lots. Except as provided herein below, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the lease is otherwise in compliance with rules and regulations as may be promulgated by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Without the prior written consent of the Association's Board of Directors, nothing shall be kept on any Lot or on the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. No antenna may be erected on any Lot or upon any structure thereon without the prior written consent of the Board. No destructive or offensive activity, or any activity constituting a nuisance shall be conducted on any Lot or the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 12. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder or builders (if other than Declarant) of residences to maintain and carry on, during the period of construction and sale of the Lots or residences, upon such portion of the Common Area as the Declarant deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of such residence. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant or such other builder or builders as models. The exercise of this right by builders other than Declarant shall be subject to such reasonable, nondiscriminatory regulations and standards as Declarant may impose.

Section 13. Easement for Utilities, Etc. There is hereby reversed the power to grant blanket easements upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities including but not limited to, water, sewers, telephones and electricity. The power to grant easements is reserved to and is made a power of the Board of Directors. The Board shall upon written request, grant such easements as may be reasonably necessary for the development of any property made subject to this Declaration. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as may be approved by the Association's Board of Directors or as provided in Article II, Section 1(c). Should any entity furnishing a

service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way effect any other recorded easement on the Properties.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or member's spouse, but in no event shall more than one vote be cast nor held for each Lot.

Section 2. Voting. The Association shall have one form of membership, as follows: Members shall be all Owners and anyone holding one or more Lots for the purpose of both development and sale. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise in writing the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE IV
MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of the Lot and all parts of the residence thereon unless specifically identified as being the responsibility of the Association in this Declaration or in a subsequent amendment thereto shall be the responsibility of the Owner. No Owner shall (i) decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the Association's Board of Directors or its designated representative, as is more fully provided for herein; or (ii) do any work which, in the reasonable opinion of said Board of Directors or its designated representative, would jeopardize the soundness and safety of the Properties, reduce the value thereof, or impair any easement of hereditament thereto.

Section 2. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include, without limitation, the maintenance and repair of streets and parking areas not dedicated to the city, if any, and greenbelts which are part of the Common Area, if any. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost

and expense, of all trees, shrubs, grass, walks and other improvements situated upon the Common Area. The Association may perform or may cause to be performed all maintenance required by these declarations and for sub associations.

(b) In the event the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused or permitted through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is now covered or paid for by insurance in whole or in part, then, in that event, the Association, except in the event of any emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repairs or replacement at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. "Written notice" may include notice sent via regular first class mail or electronic mail (e-mail) to the last known address designated by the Owner. Owner shall have five (5) weekdays from the date the notice is post-marked or transmitted via electronic mail within which to complete said maintenance, repair or replacement, or in the event that this work is not capable of completion within said 5-day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Each Owner shall insure his entire residence against loss or damage by fire or other casualty under the standard form all-risk homeowner's policy now in use in Illinois or under such other insurance as may be required by the mortgage of the residence. All such insurance shall be for the full replacement cost. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Lot Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Association's Board of Directors or its duly authorized agent shall obtain insurance on all improvement located on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a $500,000 single limit as respects bodily injury and property damage. The Association shall also obtain an umbrella policy in an amount of at least $1,000,000. Premiums for all such insurance shall be common expense of the Association. The policy may contain a reasonable deduction, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost. All such insurance coverage obtained by the Board of Directors shall be written with a company licensed to do business in the State of Illinois and holding a rating of "A" or better in the Financial Category as established by A.M. Best Company, Inc., if available and, if not available, the best rating available. Exclusive authority to adjust losses under policies hereafter in force on the Property obtained by the Association shall

be vested in the Association's Board of Directors; provided however, that no mortgage having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Springfield, Illinois area. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents, and guests;

(b) A waiver by the insurer of its right to repair, and reconstruct instead of paying cash;

(c) That no policy may be canceled, invalidated or suspended on account of any one or more individual owners;

(d) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner or mortgagee;

(e) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 2. No Partition. There shall be no judicial partition of the property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of the Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies written in the name of the Association shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be distributed in payment of such costs or repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements accounts.

(b) If it is determined as provided for in paragraph 4 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds are to be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors

or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least ninety percent (90%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information, shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors, shall, without the necessity of a vote of the members, levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in the Association's capital improvements account.

ARTICLE VI
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation with Approval of Membership. Upon the affirmative vote of a majority of the members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than shown on Exhibit "A" to the provision of this Declaration and the jurisdiction of the Association by filing for record in the Sangamon County Records a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be written by contract cancellable upon no more that ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with operation of the Properties or the enforcement of this Declaration. The Association by action of its Board of Directors may but shall not be required to arrange as an Association expense with others to furnish trash collection and other common services to each Lot.

Section 3. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include the imposition of reasonable monetary fines which if not paid when due shall constitute a lien as provided in Article VIII hereof.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by-law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII
ASSESSMENTS

Section 1. Purpose of Assessments. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of residences, maintain the Properties, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in

accordance with these Declarations hereof. All such assessments together with interest at the highest rate allowable under the laws of the State of Illinois from time to time relating to usury for residential real estate, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such a manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless otherwise provided by the Board, the assessment shall be paid in monthly installments. Except as provided herein, assessments shall be charged against each Lot based on the number of Units in each building situated thereon. However, the Owner of the apartment complex situated on the lots identified as 4000, 4001, 4020 and 4040 Treviso Drive on Exhibit A hereto shall be assessed on a per-building basis. The Board may assess Owners of Lots in the duplex housing section a pro rata cost of services, if any, which benefit only Lots therein, by way of example but not limitation, maintenance of streets and snow removal in the duplex section, street light electricity, and appropriate reserves. No owner shall be personally released from the obligations of Article VIII until such owner shall obtain the written release from the Board.

Section 3. Computation. It shall be the duty of the Board at lease thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year, to be sent to the last known residence address of each member at least thirty (30) days prior to the meeting. The budget and assessment shall become effective unless otherwise disapproved at the annual meeting by a vote of at least sixty-six (66%) percent of the total Association members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget of the Board and fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty (50%) percent of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessment payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 2 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members and proxies entitled to cast over twenty-five percent (25%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Lien for Assessments. "Unit" shall mean and refer to an individual residential space; one Unit per single-family residence and two Units per duplex. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first mortgage deed or any mortgage to Declarant, duly recorded in the public records of Sangamon County, Illinois, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Any Notice of Lien filed on any Lot shall include a statement of a mailing address in the State of Illinois where notice may be mailed to the Association filing the Notice of Encumbrance. The place to where notices shall be mailed shall be the following:

Trevi Gardens
P.O. Box 9238
Springfield, Illinois 62791

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a Notice of Delinquency to be given to any member who has not paid. If the assessment not be paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as foreclosure of real estate mortgages of real property. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his or her Lot.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant, or, in the case of additional Properties annexed by amendment to this Declaration, on the first day of the month following said annexation, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

ARTICLE IX
ARCHITECTURAL STANDARDS

Section 1. Building. No building nor any part thereof, nor any fence or wall shall be constructed on any Lot or building site nearer to the street than the minimum set back lines on the recorded plat. No building, structure, fence, construction of any kind, addition, change, or exterior alteration shall be made unless and until the plans and specification showing the nature, kind, shape, size, height, materials, location, and finish grade of the Lot and floor elevation of the structure and proposed exterior appearance of the residence shall have been submitted to and approved as to harmony of external design and location on the lot in relation to surrounding structures and topography and for compliance with this Section, in writing by the Board of Directors to the Association, or by an Architectural Standards Committee composed of three or more representatives appointed by the Board. It is intended that set backs may be staggered where appropriate and may be altered by the Board or Committee whenever, in their discretion, the topography or configuration or any lot or building size in the subdivision will so require. The exterior of all structures must be completely finished before any structure may be occupied. The Board or the Architectural Standards Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be empowered to stop construction in violation of these restrictions. Upon prior notice of the time thereof, any member of the Architectural Standards Committee, the Board, or its representative shall have the right during reasonable hours to enter upon to inspect any Lot, Residence, structure, or building site and any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of these covenants. In the event said Board, or its designated committee fails to approve or to disapprove such design and location within forty-five (45) days after said plans and specifications shall have been submitted in writing to it, approval will not be required and this Article IX will be deemed to have been fully complied with. If no application has been made to the Board or its representatives, suit to enjoin or to remove such additions, alterations or improvement may be instituted at any time. Initial architectural standards shall include the following: No Owner shall have a basement constructed as part of the residence. All Residences erected upon said Properties shall have a floor plan area required by a majority of the Board of Directors of the Association or by an Architectural Standards Committee composed of three or more representatives appointed by the Board; provided, however, that in no event shall the required area be less than one thousand (1,000) square feet of living area on the single family zero lot line lots, nor less than twelve hundred (1,200) square feet of living area in each side of a duplex. Roof colors and materials and construction materials shall be accordance with the approved list which will be available from the Board. At least fifty percent (50%) of the front exterior of every residence shall be bricked.

Section 2. Landscaping. Each Lot owner shall submit to the Board or the Architectural Standards Committee and obtain written approval of a landscape plan, indicating thereon the improvements and the location, size, and species of each plant, shrub, and tree including a schedule for plantings and completion of the plan. It is the purpose of this Section to require appropriate landscaping of each Lot in order to preserve and enhance the beauty of the developments, and the landscaping on each Lot shall be completed in accordance with said approved plan prior to occupancy of the residence, except for occupancy occurring December 1 through March 31. If occupancy occurs during this period, landscaping shall be completed on or before the following May 15.

ARTICLE X
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between two or more Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing and Repair Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XI
USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Association shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, provided that copies of all such rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, be furnished to all Owners. For violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and the owner's right to vote. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed sixty (60) days. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

Section 2. Procedures. Except as otherwise provided in this Declaration of By-Laws of the Association, the Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) ***Demand.*** Written demand to cease and desist from an alleged violation shall be served upon the alleged violation specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) ***Notice.*** Within one month of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session.

The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(iv) The proposed sanction to be imposed.

(c) ***Hearing.*** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administration rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article VIII hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of right to do so thereafter.

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

Section 3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Lillian Carter, mother of former President Jimmy Carter.

Section 4. Notice of Sale, Lease of Mortgage. In the event an Owner sells, leases, mortgages, conveys, or executes a contract for deed of the Owner's property, the Owner shall give to the Association written notice containing the name of the purchaser, lessee or mortgagee of the property. The Board may refuse to release an Owner personally from the obligations of Article VIII until the Board first has received the written notice required by this section.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than one-half (1/2) of all votes except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public records of Sangamon County, Illinois.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 7. Notices. All notices herein required to be given to Members and Owners of Lots shall be deemed given, if sent, to the last know residence address of such Member or Owner of Lots, by depositing the same, postage prepaid in the United States Mail.

IN WITNESS WHEREOF, the undersigned has executed this Amended Declaration under seal, this 26th day of October, 2009.

THE TREVI GARDENS HOMEOWNERS ASSOCIATION
OF SPRINGFIELD

Steve Sandstrom, President

ATTEST:

Melissa Buchanan, Secretary

STATE OF ILLINOIS)
) MB
COUNTY OF SANGAMON)

I, *Nancy Wells*, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Steve Sandstrom and Melissa Buchanan, President and Secretary of Trevi Gardens Homeowners Association, respectively, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of Trevi Gardens Homeowners Association as aforesaid, for the uses and purposes therein set forth. The said Officers then and there acknowledged that said Officers are custodians of the corporate seal of said Association, and this was their own free and voluntary act and as the free and voluntary act of said Association as aforesaid, for the uses and purposes therein set forth.

Given under me and my notarial seal this 26th day of October, 2009.

Notary Public

My Commission expires:

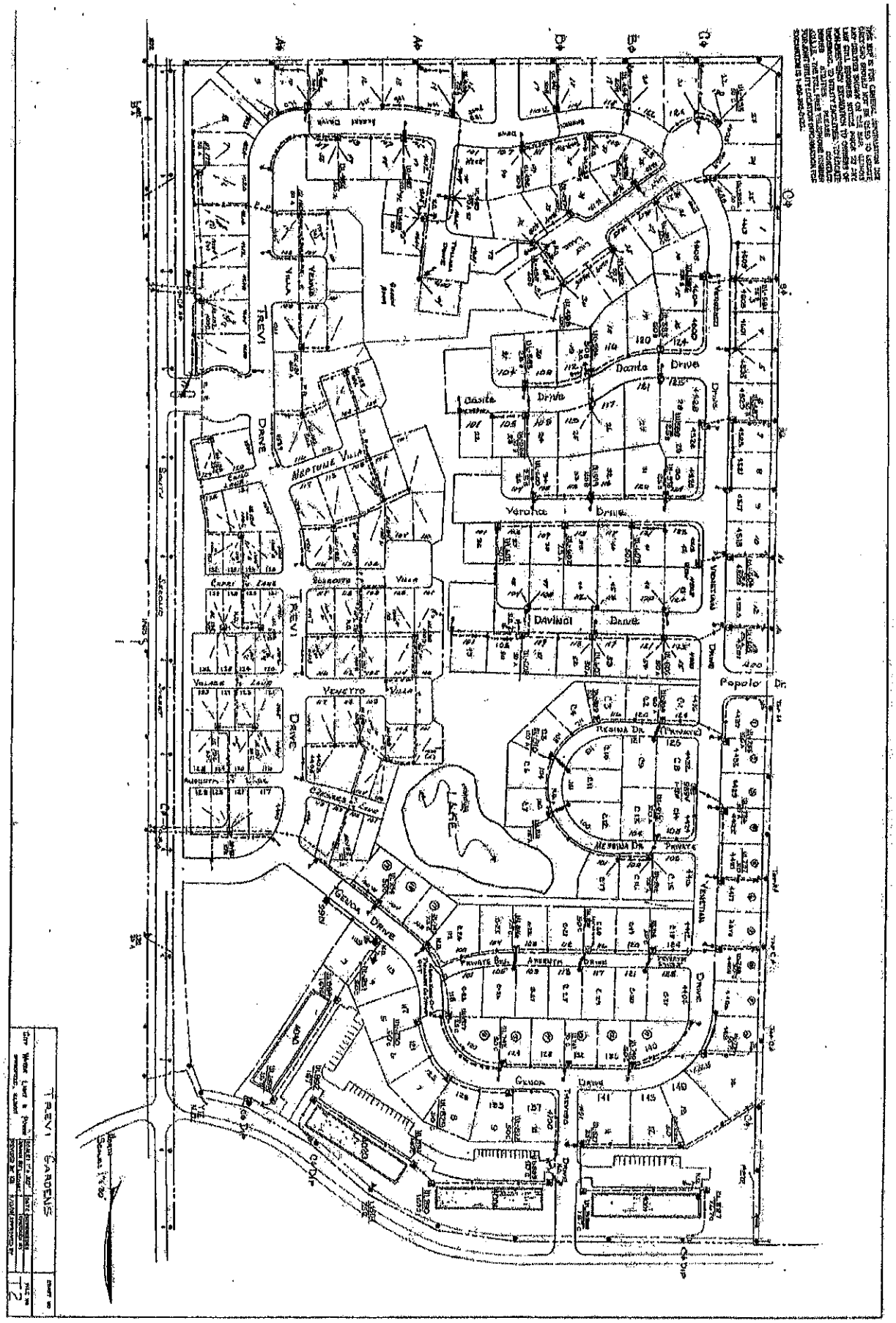
OFFICIAL SEAL
NANCY J. WELLS
Notary Public - State of Illinois
My Commission Expires Aug 23, 2013

EXHIBIT A

PLAT OF SURVEY
SIX ADDITIONS OF TREVI GARDENS

SANGAMON COUNTY, ILLINOIS

Lots of Trevi Gardens First through Sixth Additions, to the City of Springfield, Illinois, being part of the West Half (1/2) of the Northeast Quarter (1/4) of Section 21, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.


TREVI GARDENS
TREVI DRIVE
NEPTUNE VILLA
Dante Drive
Verona Drive
DAVINCI DRIVE
Popolo Dr.
VENETIAN DRIVE
VENETO VILLA
GENOA DRIVE
LAKE
Venetian Drive
Genoa Drive

BY-LAWS OF
TREVI GARDENS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name. The name of the Association shall be Trevi Gardens Home Owners Association. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have membership as more fully set forth in that certain Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Home Owners Association (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as "the Declaration:), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning set forth in said Declaration unless the context shall prohibit.

ARTICLE II
MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners of Lots as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Association shall meet annually at least thirty (30) days prior to the close of the fiscal year as herein provided or initially set by the Board of Directors. After the first annual meeting, the succeeding meetings shall be held on the anniversary date or within one week thereof in each year or such day as may be formally set by the Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the votes of the members of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Lot, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than five (5) nor more than forty (40) days before a meeting.

Section 5. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Owners of Lots who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight

(48) hours from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Voting. The voting rights of the members shall be set forth in the Declaration and such voting rights provisions are specifically incorporated here.

Section 7. Proxies. A vote may be cast in person or by proxy. Proxies may be given to any person and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 8. Majority of Owners. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the whole.

Section 9. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of twenty percent (20%) of the Owners of Lots shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat. *Robert's Rule of Order* (current edition) shall govern the conduct of all meeting of the Association when not in conflict with the Declaration of By-Laws.

ARTICLE III
BOARD OF DIRECTORS, NUMBERS, POWERS, MEETINGS

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors.

Section 2. Initial Directors. [This section intentionally left blank]

Section 3. Number of Directors. The number of Directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than seven (7).

Section 4. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days 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, and such appointment shall be announced at each such 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 in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor.

Section 5. Election and Term of Office. At each annual meeting of the membership, Directors shall be elected. If there be one (1) or more sub-association contained in Trevi Gardens

there shall be at least one (1) Director elected from and representing each of the sub-associations. There shall be in addition to the Directors elected from each sub-association, not less than one (1) nor more than six (6) Directors elected at large so that there will always be an odd number of Directors. It is the express intent of this provision to require that there by an uneven number of Directors either three (3), five (5), or seven (7). Except as otherwise herein provided, all members of the Association shall vote upon the election of all Directors; however, separate slates shall be proposed for candidates specifying those representing a sub-association and those running at large. No more than two (2) Directors including the representative of sub-association and one (1) at large Director may come from any sub-association. The candidate receiving a majority vote shall be elected. In the event no candidate received a majority vote on the first balloting, a run-off shall be held between the two (2) candidates, having received the greatest number of votes and who are eligible to be Director. The terms of Directors shall be staggered. The members of the Board of Directors shall hold office until their respective successors have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the board of Directors may be removed with or without cause by a majority of the Owners of Lots and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners of Lots shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at such meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum; and each person so elected shall be a Member of the Board of Directors for the remainder of the vacant term. Vacancies occurring with respect to Directors selected by the Declarant shall be filled by the Declarant.

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within the ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year.

Section 10. Special Meeting. Special Meetings of the board of Directors may be called by the president upon no less than five (5) days' notice to each Director, given personally or by mail or telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

Section 11. Waiver of Notice. Any Director may, at any time, in writing, waive notice of the meeting of the Board of Directors and such waiver shall constitute a waiver of receipt of such notice. Attendance by a Director at any meeting of the board of Directors shall constitute a waiver of notice by her or him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as Director unless approved by a majority vote of the Association present in person or by proxy at a regular or special meeting of the Association.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors and a record of all transactions and proceedings occurring at such meetings. *Robert's Rules of Order* (current addition) shall govern the conduct of the meetings of the board of Directors when not in conflict with the Declaration or these By-Laws.

Section 15. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law, the Declarations, Articles of corporation, or these By-laws and not directed thereby to be done and exercised exclusively by the members. The Board shall have the power to adopt rules and regulations which it deems necessary and to impose sanctions for violation thereof, including, without limitation, reasonable monetary fines which may be collected as provided in the Declarations.

Declarant shall receive written notice of all meetings by certified mail, return receipt requested or by personal delivery, at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with all applicable notice requirements as to regular and special meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

Declarant shall be given the opportunity, at any such meeting if Declarant so desires, to join in, or to have its representative or agents join in, discussion from the floor on any prospective action, policy, resolution, decision or program to be taken, enacted, decided or implemented by the Board. Declarant and its representatives or agents shall have the right to be heard upon all issues before the Board or the Association.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 17. Common or Interested Directors. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or Association (including the Declarant) in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board of Directors of any committee thereof or whose presence constitutes a quorum of either such meeting or committee which authorizes or approves the contract or transaction, or because his note is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed to the Board or Committee or a majority thereof or noted in the minutes, and the Board of Directors or committee authorizes, approves, or ratifies such contact or transaction in good faith; or

(b) The fact that the common directorate or interest is disclosed to the Board or known to at least a majority of the members of the Association and the members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose.

ARTICLE IV
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one Vice president, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the shareholders and of the Board of Directors. He must sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, checks over fifty dollars ($50.00), contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section 3. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an Assistant Secretary, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws; (b) prepare annually an operating budget for the Association, and submit such budget to the Board of Directors; (c) levy and collect all assessments, fines, penalties and other charges authorized by the Declarations and these By-Laws; and (d) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. All checks over the amount of fifty dollars ($50.00) must be signed by the treasurer and president to be valid.

Section 5. Secretary. The Secretary shall: (a) keep the minutes of the Association meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of the Declarations and these by-laws or as required by law; (c) be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which of the Association under its seal is duly authorized in accordance with the provisions of the by-laws; (d) keep a register of the post office address of each member of the Association and each Director which shall be furnished to the Secretary of such member; (e) attest and sign with the President, or Vice-President, all documents for which the Association seal shall be approved (f) have general charge of the books of the Association; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurer shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries in the absence of the Secretary as thereunto authorized by the Board of Directors may sign with the President or a Vice-President all documents for which the Association seal shall be affixed. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 7. Election, Term of Office and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 8. Removal. Any officer may be removed by a majority vote of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 9. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the 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.

ARTICLE V
COMMITTEES

Section 1. Committees. The Board, by resolution, may designate such committees as may be deemed necessary from time to time for the proper administration of the affairs of the Association.