

DECLARATION OF COVENANTS AND RESTRICTIONS

**LOTS 1-4 & 6-43 BEECHWOOD COMMONS
&
LOTS 1-8 AND 10-37 LINDEN PLACE SUBDIVISION**

THIS DECLARATION is made the 7th day of December, 2001 by Pinehurst Development, Inc, having its principal office at 2203 Eastland Drive, Bloomington, Illinois, McLean County, Illinois, hereinafter called "Owner" and/or "Developer".

WITNESSETH:

WHEREAS Owner owns the real property described in Exhibit "A"; and

WHEREAS Owner desires to develop the property to include approximately 78 dwelling units consisting of single family detached and attached living units and desires to provide for the common maintenance and control of the exterior of the units and the grounds even though in private ownership for the benefit of all the people living in the development; and to this end, desires to subject the real property to the covenants, restrictions, easements, charges and liens set forth in this Declaration, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS Owner deems it advisable, for the efficient preservation of the amenities in said development and value of the property to create an entity to which shall be delegated and assigned the power and authority to maintain and administer the common properties, if any, provide exterior maintenance and repair of living units and maintain the grounds, driveways and walks and to administer and enforce the covenants and restrictions governing them, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, as are hereinafter provided; and

NOW, THEREFORE, Owner declares that the real property described in Exhibit A hereto annexed, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

(a) "Association" shall mean and refer to Lots 1-4 and 6-43 Beechwood Commons and Lots 1-8 and 10-37 Linden Place, an incorporated Illinois not for profit corporation.

(b) The "Properties" shall mean and refer to the property described in Exhibit A.

(c) "Common Properties" shall mean and refer to those areas of land so designated on any recorded subdivision plat of any part of the properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the properties.

(d) "Beechwood Commons Grounds" shall mean that portion of a lot not occupied by a living unit as constructed by the developer or as subsequently altered with the prior consent of the Association.

(e) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the properties, with the exception of common properties as heretofore defined.

(f) "Lot Owner" shall mean and refer to the record owner, whether one or more persons, firms, association, corporations or other legal entities, of the fee simple title to any lot situated upon the properties, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) "Living Unit" shall mean and refer to any portion of any building situated upon the properties designated and intended for use and occupancy as a residence by a single family. "Living Unit" shall include, without limiting the term, each unit in any single family attached or detached structure.

(h) "Member" shall mean every person with an ownership interest in a lot.

(i) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed - Deed in Escrow or comparable escrowed conveyance arrangement.

(j) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot automatically and without further action, shall be a Member of the Association.

Section 2. Associate Membership. Every person who is entitled to possession and occupancy of any Lot or Living Unit as a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use its Common Properties and facilities, subject to the Rules and Regulations of the Association.

Section 3. Voting Rights. Member of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (e) of Section 1 of Article I) held in fee simple: one vote. When more than one person holds the fee simple title to any lot, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised as the co-owners among themselves determine.

Section 4. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to this Declaration and the By-Laws set forth as Exhibit B.

ARTICLE III

Association's Property Rights in the Lots

Section 1. Association's Easement for Maintenance. Subject to the provisions of this Declaration and the Rules and Regulations of the Association, the Association shall have a right and easement in and over the grounds including each lot, except for the portion thereof occupied by a living unit, and such easement shall encumber the title to every lot or interest therein. This easement right shall extend to and shall give the Association the right to maintain, alter and repair the roof and exterior walls of any living unit and the right to require the owner thereof to maintain, alter and repair same.

ARTICLE IV

Covenant for Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Personal obligation of Assessments. By acquiring an ownership interest in any lot in The Association, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agrees to pay to the Association: (1) Annual Assessments; and (2) Special Assessments. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the Association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In the case of co-ownership of a lot or living unit, all such co-owners of the lot or living unit shall be jointly and severally liable.

Section 2. Purpose of Assessments.

A. the Annual Assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the owners of lots; to pay costs and expenses incident to the operation of the Association, including without limitation, the maintenance and repair of facilities, to provide services furnished by the Association, as indicated in Article VI to pay for the repair and replacement of improvements, to pay insurance premiums on all insurance maintained by the Association or for the common properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities.

B. The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement of property maintained or controlled by the Association thereto.

C. Until the first meeting of the Association takes place, assessments will be as follows:

Lots 1-4 & 6-43 Beechwood Commons	\$45 per month
Lots 1-8 & 10-37 Linden Place	\$144 per year

Section 3. Budget Preparation.

A.. The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:

(a) The annual assessment of the Association, which assessments

shall be payable quarterly, with the right of prepayment.

2. The annual budget shall be prepared and distributed to the owner of each lot not less than 30 days prior to the date of its adoption.

3. The Association Board shall give at least 10, but not more than 30, days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.

4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each lot an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

Section 4. Period for which Annual Assessments are Made. The period for which Annual Assessments of the Association are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the first Annual Assessment shall begin January 1, 2002. Payments shall be made quarterly in advance and shall be due January 1, April 1, July 1 and October 1 of each year. Payments not received by the 15th of the month when due shall bear a 10% late charge.

Section 5. List of Assessments, Notice of Assessments, Certificate as to Payment. The Board of Directors of the Association with respect to the Association shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the Office of the Association and shall be open to inspection, upon request, by any Owner of a lot or Owner of an interest therein.

The Association shall, upon the request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or Mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided become a continuing lien on the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment,

together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association, by the institution of an action at law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest, court costs, and attorney's fees.

Section 7. Assessments shall be levied as follows:

A. Linden Place Lots 1-8 & 10-37 shall each pay 1/36 of the costs associated with Article VI, Section 4.

B. Beechwood Commons Lots 1-4 & 6-43 shall each pay 1/42 of the costs associated with Article VI, Section 1, 2, 3.

C. Lots 1-8 & 10-37 Linden Place and Lots 1-4 & 6-43 Beechwood Commons shall each pay 1/78 of the costs associated with Article VI, Section 5.

ARTICLE V

Architectural Control Committee

Section 1. Creation. The Owner shall create an Architectural Control Committee consisting of three (3) members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Owner. When the Owner no longer owns any of the properties, the President, Vice President and Secretary of the Association shall become the Architectural Control Committee. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed on record in the Office of the McLean County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alterations or Changes to Structures.

A. No building, dwelling, wall, fence, enclosure, dog run, storage shed, swimming pool, antenna, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bush, garden, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the Properties, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications therefore showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control

Committee as to the harmony and compatibility of its external design and location, with the surrounding structures and topography by the Architectural Control Committee.

B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:

(1) The extent to which the proposal conforms to the approved Planned Unit Development plan;

(2) The extent to which the proposal conforms with this Declaration;

(3) The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties;

(4) The extent to which the proposal is consistent with and enhances the overall quality of the development;

(5) The extent to which maintenance and repair of the alteration or improvement will increase costs to the Association.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, alteration or change has been commenced within ninety (90) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

C. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Committee on such approval.

D. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

E. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners' association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be

shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or any subsidiary owners' association, or the present owner or developer of the properties.

F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

G. The provisions of this Section shall not apply to the Owner in the building of new structures on lots owned by the Owner.

ARTICLE VI

Exterior Maintenance

Section 1. (A) Beechwood Commons PUD Lots 1-4 & 5-43 and Garden Area of Lot 44 - Routine - Grounds. The Association shall provide for the care and maintenance of the grounds from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance shall include without limitation, the following:

- (a) Lawn care for the grounds
- (b) Snow removal on sidewalks and driveways
- (c) Landscaping maintenance and replacement on the grounds
- (d) Liability insurance, if any, maintained by the Association
- (e) Utility fees and charges to the Association
- (f) Management fees and charges
- (g) Gang mailboxes
- (h) Taxes on common areas
- (i) Street

(B) Roof and Exterior of Living Units. The Association may require the maintenance, repair or replacement of the roof or party wall or exterior of any living unit in one of two ways.

1. By levying a special assessment against the unit or units on which the work is done and using the assessment to pay a contractor hired by the Association; or
2. By requiring the unit owner to have the work done; in either case subject to the review and approval of the Architectural Control Committee.

Section 2. Beechwood Commons PUD Lots 1-4 & 5-43 and Garden Area of Lot 44 - Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the lot, living unit or anything in the living unit or on the grounds to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such Owner shall fail to so maintain his lot, living unit or other improvement thereon and such neglect, in the judgment of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Developer, Board of Managers/Directors of the Association, or the Architectural Control Committee may give notice of such conditions to the Owner of the lot or living unit, demanding that such condition be abated within seven (7) days from the date the notice was sent. If the Owner of the lot, interest therein or living unit does not rectify the condition at the end of such period, the Developer, the Association, or Committee may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or living unit upon which the services are performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail, of the invoice therefor. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Member, shall entitle the Developer or the Association, or the Architectural Committee to twenty (20) percent interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or living unit and personal obligation to the Owner thereof, which may be collected as other delinquent assessments.

Section 3. Beechwood Commons PUD Lots 1-4 & 5-43 and Garden Area of Lot 44 - Access to the Association at Reasonable Hours. For the purpose of performing exterior maintenance, the Developer, the Association and Committee, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and after reasonable notice, enter any living unit within the properties at reasonable times.

Section 4. Linden Place Lots 1-8 & 10-37. Routine - Grounds. The Association shall provide for the care and maintenance of the grounds from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance shall include without limitation, the following:

- (a) Islands
- (b) Sign areas and plantings

Section 5. Beechwood Commons Lot 44 - Routine - Grounds. The Association shall provide for the care and maintenance of the grounds from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance shall include without limitation, the following:

- (a) Pool and grounds

ARTICLE VII

Miscellaneous Services Authorized

Section 1. Services which may be Performed at the Option of the Developer or Association - Procedure. The Developer shall have the right to make such improvements and provide such facilities in or on the grounds as it considers to be advantageous to the properties and to the Owners of lots and living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services requested, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

- (a) To provide for the collection and removal of refuse, rubbish and garbage to each lot or living unit owner;
- (b) If the Town of Normal does not do so, to provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;
- (c) To provide for the repair, maintenance, replacement, or enhancement or ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the members generally;
- (d) To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateway and entrances, and at such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the Town;
- (e) To maintain and, where necessary, subject to the approval of governmental officials, where required, provide signs for marking streets, giving directions, or warning of safety hazards;
- (f) To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;
- (g) To pay real estate taxes on the common areas;
- (h) To maintain the street.

ARTICLE VIII

Covenants and Use Restrictions Applicable to Beechwood Commons Lots 1-4 & 6-43

Except as otherwise specifically provided in Article IX with respect to Zero Lot Line attached living units, the Covenants and Restrictions set forth in this Article shall apply to all properties:

A. Living Unit Quality and Size. It is the intent and purpose of this Covenant that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these Covenants are recorded.

B. Building Location. All structures shall be erected, altered, placed or permitted to remain only in accordance with City Code.

C. Temporary Structures. No structure of the temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

D. Signs. No sign of any kind shall be displayed to the public view on any lot except signs erected by the developer or used by a builder to advertise the property during the initial construction and sales period. No other for sale or for rent signs shall be permitted.

E. Yard Encroachments. No storage structure, garage, play house, dog run or pen or other temporary or permanent structure shall be erected or maintained on any lot except with prior written approval of the Architectural Control Committee. Satellite dishes, appropriately screened from public view, may be located in the rear yards so long as they are not greater than three (3) feet in height.

F. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No pets shall be housed or kept outside the building on any lot.

G. Parking.

1. Automobile parking shall be provided on each lot and maintained at the ratio of two (2) off-street automobile spaces per living unit. Additional common parking may be provided.

2. No trailers, truck, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on any lot of this Subdivision for more than twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in a garage or other suitable shelter. No such other vehicle shall be parked in common parking spaces at any time.

H. Mail Box. All mail boxes shall conform with attached Exhibit C.

I. Insurance - Applicable to Beechwood Commons Lots 1-4 & 6-43. Each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insured under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another in the same structure or Association shall deliver to said other owner or Association a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate or insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

ARTICLE IX

Covenants and Use Restrictions Applicable to Beechwood Commons Lots 1-4 & 6-43 Improved with Zero Lot Line Attached Housing

1. General. The Covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero Lot Line Attached Housing.

2. Easements.

A. For Utilities. The lots subject to the Article shall:

1. Be subject to utility easements of record;
2. Be subject to utility easements unless otherwise specified, ten (10) feet in width from each dwelling structure, across each lot, to the public right-of-way. The same being centered on the utility as initially installed and inuring to the benefit of the Town of Normal, utility company involved, Association, and the other owners of living units on the respective parcel (or parcels) over which the utility easement extends;
3. Be subject to easements, unless otherwise specified, ten (10) feet in width extending from the easement(s) described in Paragraph 2A2 of this Article beneath the living unit(s), the same being centered in the utility as initially installed and inuring to the benefit of the Town of Normal, utility company involved,

Association and other owners of living units on the respective parcel (or parcels) over which the utility easement extends;

4. The Owner of any utility utilizing, or any other person utilizing, the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same conditions as existed on the original date of occupancy.

B. For Encroachments. In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any unit if such encroachment occurs as a result of the willful conduct of said Owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

3. Use and Occupancy Restrictions:

A. Interior Maintenance and Repair. The Owner of each living unit shall be responsible for the maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the Owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

B. Exterior Appearance. The Owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association.

4. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to wit:

A. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either in length height or thickness.

B. No lot owner shall do anything to disturb the right of any other owner to use such party wall.

C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the Owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those use in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

D. The foregoing provisions of this Article notwithstanding, the Owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any Rule of Law regarding liability for negligent or willful acts or omissions.

5. Obligation to Rebuild.

A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the living unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.

B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in the manner described in the covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or material men as approved by the Association.

The entity performing the work shall have a continuing lien on that living unit and lot and on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- (1) The cost of such repairs or rebuilding;
- (2) Interest at the National Prime Rate as in effect from time to time from the date of payment of such costs; and
- (3) Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and any assigns. Further, in the event such owner does not make prompt payment in full amount of such claims, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

6. Common Obligations and Expenses. The Owners of all living units in dwelling structure shall have the following obligations:

A. Utility Maintenance Responsibility.

1. Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the living unit owner's.

2. Sanitary Sewer/Waste Water Pipe.

(a) Within any living unit - maintenance responsibility shall be the living unit owner's.

(b) Outside any living unit to the public sanitary sewer, the maintenance responsibility shall be the joint obligation of the owners of all the living units in a dwelling structure.

3. Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

B. Emergency Repair. In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any dwelling unit so advised of such circumstance shall, if reasonably possible, notify other unit owner(s) in the same dwelling structure or association. But in the event immediate corrective action is necessary, any

unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.

7. Assessments for Common Expenses.

A. A provision for annual assessments, including the provision of a reserve of anticipated maintenance expenditures, of special assessments for emergency repairs or maintenance shall be determined by a vote of the Association. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a vote of the Association and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association.

B. As between living unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.

8. Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, and the Association may take action to enforce such obligation in the following manner:

A. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.

B. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then in such event, the Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

C. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

D. In the event any work is performed or caused to be performed by the Association or a dwelling unit owner upon another owner's unit pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in these Covenants.

E. Enforcement shall be by proceedings at law or in equity against any person or persons

violating or attempting to violate any covenant either to restrain violation or to recover damages.

F. Lots and units owned by the owner or Developer shall be exempt from the obligations, responsibilities, dues, fees, assessments and other obligations of this Article.

ARTICLE X

Covenants and Use Restrictions Applicable to Linden Place Lots 1-8 & 10-37

Section 1. To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations on building sites; to secure and maintain property setbacks from streets and adequate free spaces between structures and in general, to provide adequately for a high-type and quality of improvements made by purchasers of building sites therein, the real property described in Exhibit "A" is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to wit:

The following shall pertain:

1. The minimum square footage of living space above the ground on each residence constructed shall be as follows:

Ranch Style 1000 square feet on one level

Two Story 1000 square feet total

Other residence styles shall have written approval of developer as to minimum square footage prior to the commencement of construction, said approval to be given in writing.

2. **All building plans must be approved in writing by the Architectural Control Committee.**

3. Each residence must be improved with not less than a two-car attached garage.

4. Each residence shall be used for single family purposes.

5. New lumber shall be used in construction; no level vertical aluminum siding nor any masonite siding whatsoever shall be used in construction, no prefabricated

nor enclosed panelized construction shall be allowed and developer in it's discretion, shall determine what construction is prefabricated or panelized.

6. All residences shall have basements or crawl spaces and no construction shall be allowed on slabs, without written permission.

7. Footing tile systems shall be installed off of the footing and so that the bottom of the inside diameter is a minimum of one-half inch below the top of the footings each property shall install a sump ejector pump and that ejector shall be connected to a below grade disposal system.

8. Out-buildings shall be constructed under approval of Developer and must be of the same exterior as the home.

9. Any damage caused to walks or curbs after the purchase of a lot shall be repaired by the Owner of the lot within ninety (90) days following written request by the Architectural Review Committee.

10. Construction of the residence on the lot must be completed within seven (7) months from the date of commencement.

11. No surplus dirt shall be removed from the subdivision and any surplus dirt arising from construction shall be dumped in an area provided for by Developer, except as otherwise provided in writing by Developer.

12. All lot owners shall maintain the lots in such manner as to keep grass and weeds mowed so that they do not exceed a height of eight (8) inches, and a failure of a lot owner to comply with this provision shall authorize the Architectural Review Committee, without notice to the lot owner, to collect for the cost of mowing, if the same has been paid by Developer or the Association, and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

13. No pets shall be kept in exterior pens or cages and only common household pets shall be allowed; no commercial barnyard animals shall be allowed in the subdivision.

14. No travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes, or trail bikes shall be kept on the lot or in the subdivision except entirely within the garage.

15. Satellite dishes will only be permitted in rear yards and may not exceed a height of three (3) feet and must be screened from view from the street.

16. No above ground pools shall be allowed.
17. No residences can be built using modular or pre-fabricated construction.
18. All yards between house and street must be sodded from curb to residence within three (3) months of occupancy unless in the months of October - April in which case said lot must be sodded no later than June.
19. All garbage and debris during construction must be enclosed and removed in a timely manner. If owner allows debris to remain uncontained, Developer can remove such debris and charge owner for all costs plus fifteen (15) percent to be a lien against the property.
20. Garbage to be removed by the Town shall be contained within the building and not placed on the street before 5:00 p.m. the previous day for Town pick up.
21. All fencing must remain in rear yard and must only be constructed of wood with a height not exceeding four and one-half (4 1/2) feet or vinyl coated chain link not exceeding four (4) feet.

Section 2. All of the foregoing restrictions, reservations, and covenants shall run with the land and shall be binding upon all subsequent owners, and all restrictions, reservations, and covenants shall be enforceable by each and every lot owner by appropriate legal action in courts of law or equity. In the event that Developer or any lot owner resorts to a court of law to enforce any of the foregoing restrictions, reservations, or covenants, the lot owner or owners who have violated the same shall be liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations to require corrections or modifications or to recover damages.

Section 3. The restrictions, reservations, and covenants set forth herein shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that same are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, executed by the then record owners of a majority of the lots in the subdivision and additions thereto, shall have been recorded in the Office of the Recorder of Deeds of McLean County, Illinois, agreeing to change said covenants in whole or in part.

Section 4. Invalidation of any one of the foregoing restrictions, reservations, or covenants by judgment or by court order shall in no way affect any of the other provisions which shall remain in full force and effect, and a waiver or modification in any of them by Developer as to any particular lot shall not in any way limit, restrict, or bar the enforcement of them as to other lots or lot owners.

Section 5. The undersigned does hereby certify and covenant that it is the Owner and Developer of all the property affected by this document and that it has been duly authorized to

execute this document.

ARTICLE XI

General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind all of the land, including in the properties hereof, and shall inure to the benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of twenty-five (25) years from the date this Declaration is recorded in the Office of the McLean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last know post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Amendment. Except as otherwise provided, including specifically as otherwise provided in Article IV Section 8, these Covenants may be amended by the agreement of the following:

- A. The Owner or Developer, provided it owns any part of the properties; and
- B. Two thirds (2/3) of the lot owners, including lots then owned by Owner.

Any amendment shall be in writing and made of record by recording a copy thereof in the Office of the McLean County Recorder of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal have jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce any lien created by this Declaration in any covenant herein contained, or may take any other form

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

Lots 1, 2, 3 and 4, Outlot 5 in Beechwood Commons Planned Unit Development, according to the Plat thereof recorded May 2, 2001 as Document Number 2001R13259, Normal, McLean County, Illinois

TRACT 2:

Lots 1 through 8, inclusive and Outlot 9 in Linden Place Subdivision, according to the Plat there recorded April 6, 2001 as Document Number 2001R10097, Normal, McLean County, Illinois

TRACT 3:

Lots 6 through 43, and Outlot 44 in the First Addition to Beechwood Commons, according to the Plat recorded November 26, 2001 as Document Number 2001R39133, to the Town of Normal, in McLean County, Illinois

TRACT 4:

Lots 10 through 37, inclusive in the First Addition to Linden Place Subdivision, in the Town of Normal, McLean County, Illinois, according to the Plat recorded as Document Number 2001R38363 on November 15, 2001

EXHIBIT B

BY-LAWS

LINDEN PLACE/BEECHWOOD COMMONS HOMEOWNERS ASSOCIATION, INC

The administration of the Lots 1-4 & 6-43 in Beechwood Commons, P.U.D. and Lots 1-8 & 10-37 in Linden Place Subdivision or a not-for-profit corporation, shall be governed by the following by-laws:

- A. The lot owners shall form an association. Each lot owner shall automatically and without any other approval or consent be a member of the association.
- B. The association shall have one class of membership.
- C. The first meeting of the association shall take place not more than sixty (60) days after seventy (70) percent of the lots are in an ownership other than that of the Owner or Developer or two (2) years after the recording of the Declaration, whichever occurs first.
- D. Annual meetings of the association other than the first such meetings shall be in December.
- E. A majority of the lot owners shall constitute a quorum for meetings of the association.
- F. Special meetings of the lot owners' association shall be called by the President, Board of Managers/Directors, or twenty (20) percent of the lot owners.
- G. Written notice of any association membership meeting shall be mailed or delivered, giving members no less than ten (10) or more than thirty (30) days notice of the time, place and purpose of such meeting.
- H. Voting shall be on one vote per lot basis.
- I. As between multiple owners of a lot, the following provisions shall apply. if only one

of the multiple owners of a lot is present a meeting of the association, he is entitled to cast all the votes allocated to that lot. If more than one of the multiple owners are present, the votes allocated to that lot may be cast only by agreement of those present. The Board is entitled to find that there is majority agreement if any one of the multiple owners cast the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

J. The lot owner of an interest in real estate may vote by written proxy; such proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and that every proxy must bear the date of execution.

K. The affirmative vote of not less than two-thirds($2/3$ of the votes of lot owners a meeting duly called for the purpose shall be required for: (1) merger or consolidation of the association; or (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association.

L. At the first meeting and at each annual meeting thereafter, the Association shall elect five (5) members as the Board of Managers to serve for (2) years and until their successors are elected. No less than two (2) members shall be elected from lots in Linden Place and Beechwood Commons. The Board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be filled by a two-thirds ($2/3$) vote of the remaining members of the Board, until the next meeting of the owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by owners holding twenty (20) percent of the votes of the Association, requesting a meeting of the owners to fill the vacancy for the balance of the term, and that a meeting of the owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by owners holding twenty (20) percent of the votes of the Association requesting such a meeting.

M. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the Declaration or these By-laws to the members of the Association.

N. Each lot owner and all unit owners shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget.

O. The Board of Managers shall annually supply to all lot owners and all unit owners an itemized accounting of the Association's expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

P. Meetings of the Board of Managers shall be open to any lot owner, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when

the Board of Managers finds that such an action is probable or imminent; (2) to consider information regarding appointment, employment or dismissal of an employee; or (3) to discuss violations of rules and regulations of the Association or a unit owner's unpaid share of common expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice before the meeting is convened, and that copies of notices shall be posted in entranceways, elevators or other conspicuous places on the property at least forty-eight (48) hours prior to the meeting of the Board of Managers.

Q. The Board shall meet at least four (4) times annually and no member of the Board or officer shall be elected for a term of more than two (2) years; but that officers and Board members may succeed themselves.

R. The President of the Board of Managers shall be authorized to mail and receive all notices and execute amendments to the Association and these By-laws.

S. A majority shall constitute a quorum of the Board.

T. A president shall be elected by the Board of Managers from among the Board of Managers, who shall preside over the meetings of the Board of Managers and of the Association.

U. A secretary shall be elected by the Board of Managers who shall keep the minutes of all meetings of the Board of Managers and of the Association and who shall, in general, perform all the duties incident to the office of secretary.

V. A treasurer shall be elected by the Board of Managers who shall keep the financial records and books of account and approve payment vouchers for maintenance, repair and replacement of the Association and books and records of any subsidiary owners' association.

W. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the lot owners their respective shares of such estimated minimum expenses, and other expenses lawfully agreed upon.

X. Upon a ten (10) day notice to owners and payment of a reasonable fee, any lot owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments.

Y. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements and to carry out the functions and responsibilities of the Association.

Z. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common elements.

AA. The Board shall determine a method of adopting and of amending administrative

rules and regulations governing the operation and use of the common elements.

BB. The affirmative vote of a majority of the lot owners shall be required to modify or amend the By-laws.

CC. The Association shall have no authority to forebear the payment of assessment by an unit owner.

DD. The rules governing use of pool are indicated in Exhibit "D" and can be amended by a majority vote of the Architectural Review Committee.

EXHIBIT C

MAIL BOXES

All mail boxes must be approved by the Developer.

EXHIBIT D

Linden Place/Beechwood Commons Homeowners Association, Inc. Pool Rules

Pool hours are from 10:00 a.m. to 9:00 p.m.

1. Swimmers are to be only Linden Place/Beechwood Commons homeowners or guests of Linden Place/Beechwood Commons homeowners.
2. No one may enter the pool area alone or swim alone.
3. No tennis balls, hard rubber balls, hard plastic balls, footballs, or pump-action pressurized water guns are allowed in the pool.
4. Disrespectful behavior, profanity, and misconduct will not be allowed in the pool area.
5. Pool side furniture is not to be used as play items in the pool.
6. No glass containers in the pool area.
7. Please shower before swimming.
8. No diving, running or pushing in the pool area.
9. No one under the age of 13 is permitted in the pool area without a responsible person 17 years of age or older.
10. Linden Place/Beechwood Commons children ages 13 through 16 may not swim without a responsible person 17 years of age or older present, unless their parent or guardian has provided the Secretary of the Linden Place/Beechwood Commons Homeowners Association with written authorization that they may swim without supervision.
11. Linden Place/Beechwood Commons children ages 13 through 16 years of age, whose parents have signed waivers for them to use the pool without adult supervision, may not bring guests to the pool unless accompanied by a responsible person 17 years of age or older (this means no babysitting by anyone under the age of 17).
12. Violators of these rules will be dealt with at the discretion of the Linden Place/Beechwood Commons Homeowners Association Board of Directors. Violations may result in pool privileges being temporarily suspended.
13. No pets allowed.