

TAZEWELL COUNTY

DOCUMENT PREPARED BY:

BLACK, BLACK & BROWN  
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WASHINGTON, IL 61571

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TAZEWELL COUNTY, IL  
ROBERT LUTZ  
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DECL REST 27.00

## DECLARATION OF RESTRICTIONS

Mallard Crossing Subdivision

THIS DECLARATION OF RESTRICTIONS is made this 24<sup>th</sup> day of August, 2004 by MALLARD CROSSING, L.L.C., an Illinois limited liability company, developer (hereinafter "Developer") of the real estate which is described below and which shall hereinafter be referred to as 'the Subdivision'.

The Subdivision together with all improvements now and hereinafter erected shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, privileges, and liens set forth which shall be binding upon all parties acquiring any title, right, or interest therein and which shall run with the land and inure to the benefit of Developer, all lot owners and their heirs, successors, and assigns, and the Association.

A part of Tract No. 1-HV and a part of Tract No. 2-HV, both tracts being shown on a plat of survey recorded in Plat Book "GG", Pages 232 in the Tazewell County Recorder's Office, being in the Northwest Quarter and the Southwest Quarter of Section Fifteen (15), Township Twenty-six (26) North, Range Three (3) West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the intersection of the East right of way line of Cummings Lane and the South right of way line of Cruger Road, thence South 89 degrees 07 minutes 22 seconds East, (Bearing assumed for purpose of description only), along the South right of way line of said Cruger Road, 356.11 feet; thence Northeasterly, along said South right of way line, on a tangent curve to the left having a radius of 505.22 feet, for an arc distance of 129.92 feet; thence South 00 degrees 33 minutes 37 seconds East, 591.51 feet; thence North 89 degrees 26 minutes 23 seconds East, 577.55 feet; thence North 00 degrees 33 minutes 37 seconds West, 151.64 feet; thence North 89 degrees 26 minutes 23 seconds East, 1149.35 feet; thence South 00 degrees 33 minutes 37 seconds East, 84.48 feet; thence North 89

degrees 26 minutes 23 seconds East, 380.00 feet to the East line of the Northwest Quarter of said section fifteen (15); thence South 00 degrees 33 minutes 37 seconds East, along said East line, 828.56 feet to the center of said section fifteen (15); thence South 00 degrees 33 minutes 42 seconds East, along the East line of the Southwest Quarter of said section fifteen (15); 678.11 feet to the South line of the North Half of the Northeast Quarter of the Southwest Quarter of said section fifteen (15); thence South 89 degrees 54 minutes 27 seconds West, along said South line, 1334.08 feet; thence South 89 degrees 55 minutes 28 seconds West along said South line, 534.03 feet; thence North 00 degrees 00 minutes 18 seconds West, 300.00 feet; thence South 89 degrees 55 minutes 28 seconds West, 742.08 feet to the East right of way line of said Cummings Lane; thence North 00 degrees 38 minutes 07 seconds East, along said East right of way line, 377.15 feet; thence North 00 degrees 14 minutes 10 seconds West, along said East right of way line, 326.70 feet; thence North 89 degrees 45 minutes 50 seconds East, along said East right of way line, 25.00 feet; thence North 00 degrees 14 minutes 10 seconds West, along said East right of way line, 50.00 feet; thence South 89 degrees 45 minutes 50 seconds West, along said East right of way line, 25.00 feet; thence North 00 degrees 14 minutes 10 seconds West, along said East right of way line, 946.82 feet to the point of beginning, said tract containing 91.141 acres, more or less.

PIN: 02-02-15-100-025

Also know as: Mallard Crossing Subdivision

1. **APPLICATION OF RESTRICTIONS.** All persons, corporations, trust or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions, and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.
2. **PROPERTY USE.** Only those lots numbered one (1) through six (6) may be used for a commercial purpose, as permitted by the zoning classification of those lots (the "Commercial Lots"). Only those lots numbered seven (7) through twenty-five (25) may be used for multi-family residential purposes, as permitted by the zoning classification of those lots (the "Multi-Family Lots"). The balance of the lots within the Subdivision and shall be used only for single-family residences (the Single-Family Lots"). Except as may be permitted with respect to the Commercial Lots and the Multi-Family Lots, no portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purposes, including without limitation, the manufacturing and sale of intoxicants including those in-home businesses which would be permitted under the zoning ordinance in a single-family district.

3. **CONSTRUCTION REQUIREMENTS.**

A. **Residential Lots.** The construction of all residences, structures, accessory structures, and buildings on Residential Lots (the "Residential Structures") in the Subdivision shall be governed by and conform in all respects to the following:

(a) **Contractor Approval.** Any person, firm, corporation, partnership, limited liability company or other entity that proposes to construct any Residential Structure on a Residential Lot (a Contractor") must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot. The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer. If the purchaser of the lot intends to act as his, her or its own Contractor, the purchaser of the Lot must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot.

1. **Submission of Contractor Information.** The purchaser of Residential Lot (the "Owner") must submit, in writing, to the Developer the name, address, telephone number, facsimile (telecopier) number, and e-mail address of the proposed Contractor (the "Contractor Information").

2. **Developer's Options.** The Developer, within thirty (30) days of Developer's actual receipt of the Contractor Information, will notify the Owner of: 1) approval of the Contractor, 2) disapproval of the Contractor, or 3) that Developer requests additional time to approve or disapprove of the Contractor.

3. **Developer Approval of Contractor.** If Developer approves the Contractor, Developer shall notify the Owner in writing of same, whereupon Owner may submit construction plans as hereinafter provided.

4. **Developer Disapproval of Contractor.** If Developer disapproves of the Contractor, the Contractor may not build, construct, or otherwise erect any Residential Structure on the Residential Lot. Owner may submit the Contractor Information for another Contractor. If Owner chooses to submit Contractor Information on a different Contractor, Owner shall follow the procedure outlined above.

5. **Developer Request for Additional Time.** If Developer requests additional time to approve or disapprove the Contractor, the Owner and Developer must agree, within three (3) days of Developer's request for additional time, on the amount of additional time Developer will be given to approve or disapprove the Contractor. If Owner and Developer cannot agree on the additional time to approve or disapprove the Contractor, the Owner's earnest money, under the terms of a purchase and sale agreement will be refunded to Owner.

(b) **Construction Plan Approval.** The Owner, upon receipt of Developer's approval of the Contractor, as provided above, must submit to Developer, for Developer's approval, building plans, specifications and plot plan (the "Construction Plans"). The approval or disapproval of a Construction Plans shall be within the sole and exclusive discretion and judgment of the Developer, and without explanation or justification necessarily offered. The Construction Plans shall include the following:

1. **Setback Lines.** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. In addition, the exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained further than five (5) feet from the front lot setback lines shown on the plat of the Subdivision, without prior written approval of Developer. Air conditioning units, stoops, and fireplaces may not be erected or maintained at any given point closer to the side lot lines than a total of twelve (12) feet with a minimum of five (5) feet, and closer to the rear lot line than 10% of the depth of the lot at such point.

2. **Footage Requirements.** For a residence of one level, the first floor living area shall not be less than 2000 square feet not including basement, front porch and garage. Dwellings of one and one-half (1 ½) stories shall have a finished square footage of not less than 2400 square feet with a minimum of 1300 square feet living area on the first floor, not including basement, front porch and garage. Dwellings of two (2) stories shall have a minimum square footage of 2400 square feet, not including basement, front porch and garage, and a minimum first floor living area of 1200 square feet. All residences shall have a full basement. No residence shall exceed two and one-half (2 ½) stories in height.

3. **Permitted Exterior.** No wall board, sheet metal, tar paper, or roofing paper shall be used for any exterior wall coverings or roofs. Aluminum siding, vinyl siding, steel siding may be used for gutters, down spouts, soffit, and fascia boards. Stone or brick and wood shall be permitted exteriors, provided such materials are suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. Developer will allow vinyl siding with written approval of such. Weight, thickness and color of roof shingles and exterior siding shall be with Developer's approval. Samples of all exterior materials must be provided to Developer prior to approval being granted. No materials other than new materials shall be used for external construction and finish of any structure. The front and sides of the building exterior shall be 25% brick or stone. Variations from the brick and stone requirements may be permitted if approved in writing by Developer. Stone block address is required on front of each home, and must comply with the design provided by the Developer.

4. **Front Porch.** Each residence constructed on a lot in the Subdivision shall contain a front porch of at least one hundred (100) square feet.

5. **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garaged adequate to store a minimum of two vehicles and a maximum of four vehicles. Any such garage shall be in conformity as to exterior, architecture and location with the attached residence.

6. **Trees.** The lot upon which a residence is constructed in the Subdivision shall have two trees planted or installed in the front yard, and behind the side walk. The two (2) trees shall be selected from an approved list of trees, which list shall be maintained by Developer and may be changed from time to time. The location of the trees shall be shown on the Construction Plans, and approved by Developer. All trees planted or installed as herein provided must have a caliper of not less than two inches (2") when planted or installed.

7. **House Walks.** The lot upon which a residence is constructed in the Subdivision shall have a concrete walk constructed and installed from the front porch directly, in a straight line and perpendicular to the street. The house walk must be a minimum of four (4) feet of even width for its entire length. This requirement is in addition to any and all governmental requirements for walks or sidewalks.

8. **Sewage Requirements.** All residences shall connect with sanitary sewers.

9. **Excavation.** All materials excavated from any lot in the Subdivision shall not be removed from the Subdivision unless permission is otherwise granted in writing by the Developer.

10. **Swimming Pools.** All swimming pools must be in-ground and enclosed by fencing and shall, in all respects, comply with the ordinances and building codes of the City of Washington and Tazewell County, Illinois, in reference to swimming pools. No above-ground swimming pools allowed. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view in an approved storage shed or other enclosed building.

11. **Clothesline Restrictions.** No permanent clothesline or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained even temporarily.

12. **Driveways.** All driveways leading from the street to the garage must be of concrete or other materials permitted by the Developer.

13. **Construction Limitation.** No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of

such building and the general contractor have been approved in writing by the Developer as to the conformity and harmony of external character and design with the character and design of the Subdivision, existing structures in the Subdivision, the Restrictions, covenants and conditions contained herein, location of the building with respect to topography and finished ground elevation, and with a view toward avoiding duplication of design.

14. **Plans and Specifications.** Complete floor plans, building plans (including all elevations and wall sections), specifications, plot plan (including but not limited to building, driveway, sidewalks, lamp post, house walk, side walks, mailbox, trees, and any exterior equipment and utility box location), and architectural drawings illustrating the contemplated external appearance of any dwelling or outbuilding, including chosen construction materials and colors, a sample of the roofing, siding, and brick materials, the main floor and garage floor elevation above the top of the curb, the elevation of top of foundation wall and the garage slab above the top of the curb, the window manufacturer, and the landscape plan ("Plans and Specifications"), shall be submitted to the Developer at least 30 days prior to commencement of any proposed construction. Developer shall also be furnished a drainage plan for the lot.

15. **Approval/Disapproval of Plan and Specifications.** The Developer may, in its sole discretion, and without explanation or justification necessarily offered, approve or disapprove of the submitted Plans and Specification, including but not limited to aesthetic grounds.

16. **Certification of Approval.** In the event of Plans and Specifications approval, the Developer will issue a certificate of approval stating that the proposed construction is acceptable for Mallard Crossing Subdivision. This approval shall be binding upon the Developer providing construction strictly complies with the submitted and approved Plans and Specifications.

17. **Non-Approval.** If the Plans and Specifications, related documentation, or Contractor are not approved, the lot owner agrees to refrain from any construction on the lot, and the Owner has the right to resubmit new plans, designs or drawings for approval to the Developer.

18. **Alteration of Exterior.** No alteration in the exterior of any buildings or structures shall be made without written approval as required herein.

19. **Changes.** No changes or deviations in or from the Plans, Contractors and Specifications as approved shall be made without the prior written consent of the Developer.

(c) **Site Development.** Grading of each building site and setting of finished floor

elevations or associated structures shall be completed such that water drainage around and away from completed structure does not encroach on adjacent properties.

The front and side yards of each lot shall be sodded or if a sprinkler system is installed may be seeded by the owner of the lot after substantial completion of any principal structure thereas and as soon as weather reasonably permits. A variance may be granted by the Developer on front yards larger than ten thousand (10,000) square feet. The remaining lot area shall be sodded or seeded as weather permits. The grading of each lot site shall be in conformance with approved engineering and grading plans of Developer.

**B. Multi-Family Residential Lots.** The construction of all multi-family residences, structures, accessory structures, and buildings on Multi-Family Lots (the "Multi-Family Structures") in the Subdivision shall be governed by and conform in all respects to the following:

(a) **Contractor Approval.** Any person, firm, corporation, partnership, limited liability company or other entity that proposes to construct any Multi-Family Structure on a Multi-Family Lot (a Contractor") must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot. The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer. If the purchaser of the lot intends to act as his, her or its own Contractor, the purchaser of the Lot must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot.

1. **Submission of Contractor Information.** The owner of Multi-Family Lot (the "Owner") must submit, in writing, to the Developer the name, address, telephone number, facsimile (telecopier) number, and e-mail address of the proposed Contractor (the "Contractor Information").

2. **Developer's Options.** The Developer, within thirty (30) days of Developer's actual receipt of the Contractor Information, will notify the Owner of: 1) approval of the Contractor, 2) disapproval of the Contractor, or 3) that Developer requests additional time to approve or disapprove of the Contractor.

3. **Developer Approval of Contractor.** If Developer approves the Contractor, Developer shall notify the Owner in writing of same, whereupon Owner may submit construction plans as hereinafter provided.

4. **Developer Disapproval of Contractor.** If Developer disapproves of the Contractor, the Contractor may not build, construct, or otherwise erect any Multi-Family Structure on the Multi-Family Lot. Owner may submit the Contractor Information for another Contractor. If Owner chooses to submit Contractor Information on a different Contractor, Owner shall follow the procedure outlined above.

5. **Developer Request for Additional Time.** If Developer requests additional time to approve or disapprove the Contractor, the Owner and Developer must agree, within three (3) days of Developer's request for additional time, on the amount of additional time Developer will be given to approve or disapprove the Contractor. If Owner and Developer cannot agree on the additional time to approve or disapprove the Contractor, the Owner's earnest money, under the terms of a purchase and sale agreement will be refunded to Owner.

(b) **Construction Plan Approval.** The Owner, upon receipt of Developer's approval of the Contractor, as provided above, must submit to Developer, for Developer's approval, building plans, specifications and plot plan (the "Construction Plans"). The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer, and without explanation or justification necessarily offered.

C. **Commercial Lots.** The construction of all commercial buildings, structures, and accessory structures, on Commercial Lots (the "Commercial Structures") in the Subdivision shall be governed by and conform in all respects to the following:

(a) **Contractor Approval.** Any person, firm, corporation, partnership, limited liability company or other entity that proposes to construct any Commercial Structure on a Commercial Lot (a Contractor") must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot. The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer. If the purchaser of the lot intends to act as his, her or its own Contractor, the purchaser of the Lot must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot.

1. **Submission of Contractor Information.** The owner of Commercial Lot (the "Owner") must submit, in writing, to the Developer the name, address, telephone number, facsimile (telecopier) number, and e-mail address of the proposed Contractor (the "Contractor Information").

2. **Developer's Options.** The Developer, within thirty (30) days of Developer's actual receipt of the Contractor Information, will notify the Owner of: 1) approval of the Contractor, 2) disapproval of the Contractor, or 3) that Developer requests additional time to approve or disapprove of the Contractor.

3. **Developer Approval of Contractor.** If Developer approves the Contractor, Developer shall notify the Owner in writing of same, whereupon Owner may submit construction plans as hereinafter provided.

4. **Developer Disapproval of Contractor.** If Developer disapproves of the



Contractor, the Contractor may not build, construct, or otherwise erect any Commercial Structure on the Commercial Lot. Owner may submit the Contractor Information for another Contractor. If Owner chooses to submit Contractor Information on a different Contractor, Owner shall follow the procedure outlined above.

5. **Developer Request for Additional Time.** If Developer requests additional time to approve or disapprove the Contractor, the Owner and Developer must agree, within three (3) days of Developer's request for additional time, on the amount of additional time Developer will be given to approve or disapprove the Contractor. If Owner and Developer cannot agree on the additional time to approve or disapprove the Contractor, the Owner's earnest money, under the terms of a purchase and sale agreement will be refunded to Owner.

(b) **Construction Plan Approval.** The Owner, upon receipt of Developer's approval of the Contractor, as provided above, must submit to Developer, for Developer's approval, building plans, specifications and plot plan (the "Construction Plans"). The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer, and without explanation or justification necessarily offered.

4. **TEMPORARY STRUCTURES.** No trailers, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and the appropriate authority has issued a certificate of occupancy. Homes shall be completed within nine (9) months of the issuance of the building permits for the homes.

A. **Maintenance of Lot Site During Construction.** During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing on adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance at all times. Also, a dumpster must be maintained on the construction site from the start of framing to the completion of wallboard installation. No debris may be piled on the lot at any time during construction. Rock, mud, and all other debris must be removed from the street within a reasonable period of time, which in no event will exceed two (2) days. If the Developer determines that a violation of the provisions of this Paragraph 4 has occurred or exists, and the Developer notifies the Owner of the Lot of such violation, the Owner of any Lot upon which the Developer has determined a violation to have occurred or to exist shall immediately, and within forty-eight (48) hours, abate or remedy the violation. Failure to do so may result in Developer abating or remedying the violation, whereupon the Developer shall have a lien upon the Lot for the cost and expense of abating or remedying the violation, together with any and all costs of enforcement of these provisions, including, but not limited to, attorneys fees whether incurred for the purpose of preparation, negotiation, trial, appellate or otherwise.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots, unless such division is carried out by Developer on a lot or lots owned by Developers at the time of the division. However, the Developer, at Developers sole discretion, may permit a portion of a larger lot to be added to an adjacent lot to create a larger lot; and further provided that the location of the new building setback line shall be modified to reflect the new size of each lot.
6. **FOLIAGE REMOVAL.** No trees or significant foliage, other than trees or foliage which are dead, hazardous or reasonably impede construction of a residence, shall be destroyed or removed from any lot without the written consent of the Developer.
7. **OFFENSIVE ACTIVITIES.** No noxious or offensive trade or activity shall be carried on upon any lot or other part of the Subdivision which may be or may become a nuisance, hazard, or danger to the neighborhood.
8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or pet enclosure must not be visible from street and approved in writing by Developer.
9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a property presents a nuisance or an unattractive appearance because of accumulated debris, weeds, or grasses, the Developer shall attempt to notify the owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed, if more current information is not available, to the address listed with the Tazewell County Supervisor of Assessments for the mailing of tax bills for said lot. If the condition of said lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake any such reasonable acts as may be necessary to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner along with interest at 12 percent, costs, and attorney's fees and at the option of the Developer, may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owner's property as permitted by law and the Developer shall have the right to bring action for the collection thereof, and to foreclose such lien.
10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed from view. Yard clippings or debris shall not be disposed of on lots or common areas.
11. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats or other objects of substantial size, whether operative or inoperative, may be stored on a regular basis within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.

12. **SUPPLY STORAGE.** Except as necessarily incidental to construction of buildings and structures on lots, no new or used construction materials, supplies, unused machinery or the like shall be kept or allowed to remain in the Subdivision unless stored and concealed inside a building.

13. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to said easement property for the purpose of serving individual lots, the Subdivision and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, storm sewer, television cable, and telephone service. No permanent buildings, structures, or other significant foliage shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping, driveways, and other purposes that do not interfere with the maintenance or use of said easements.

14. **MAILBOXES.** Each residence constructed on a lot in the Subdivision shall have installed a mailbox of which the style, color, location, and model number will be provided by Developer.

15. **OUTDOOR LIGHTING.** All lot owners upon completion of construction of the residence shall install in the front area of their lot, a yard light of which the style, color, location, and model number as provided by Developer.

16. **FENCES.** No fence may be constructed on a Lot without the prior approval of the Developer. The Owner shall submit to Developer, for Developer's approval, the style, color, location, and material to be used in the construction of the fence. No chain-link fences will be allowed or permitted on any Lot.

17. **AMENDMENT OF RESTRICTIONS.** Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to modify or annul any of the restrictions detailed herein by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois, provided, however, that no such annulment or modification shall significantly alter or impede the development of the Subdivision as contemplated herein. In furtherance of the foregoing, each deed, mortgage, trust deed, or other instrument affecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer and a consent to the power of the Developer to make, execute, record amendments. This power shall terminate when the Developer no longer holds title to any lot. Upon the sale of all of the Developer's interest in the Subdivision, these Restrictions may be modified or amended by the affirmative vote of two-thirds (2/3) of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue. At the time of amendment, the Developer shall have the right to determine and record in the amendment the setback, footage, and permitted exterior requirements for the property. In furtherance thereof each deed, mortgage, trust deed, or other instrument affecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer.

18. **ENFORCEMENT OF RESTRICTIONS.** The Developer, any property owner association, and any lot owner in the subdivision shall be entitled to prosecute in any proceeding any owner violating or attempting to violate any of the restrictions and covenants contained herein, to obtain injunctive relief to prevent said owner from committing or continuing said violation and to recover damages for such violation including attorneys' fees and costs. Failure to enforce the covenants and restrictions shall not be deemed a waiver at the right to do so respecting any violation or subsequent violation.


19. **INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgment or Court order shall not affect any remaining Restrictions, which shall remain in full force and effect and be constructed, as clearly as possible, with the original intent of the Developer.

20. **ASSIGNMENT BY DEVELOPER.** The Developer shall have the right to sell, assign, transfer or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment of said representative.

21. **CERTIFICATE OF COMPLIANCE.** Upon request of the owner of any lot, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions if the building does comply.

22. **LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Developer in regards to his powers or duties expressed herein constitute or give rise to any liability against the Developer.

MALLARD CROSSING, L.L.C., an Illinois limited liability company

By   
Scott B. Underwood, Manager

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF TAZEWELL    )-

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that SCOTT B. UNDERWOOD, personally known to me to be the Manager of

MALLARD CROSSING, L.L.C., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument of writing as Manager of said Limited Liability Company, and caused the seal of said Company to be affixed thereto, pursuant to authority given by the Operating Agreement of said Company as his free and voluntary acts, and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of August, 2004.

Diane M. Vogelsang  
Notary Public

