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PEORIA COUNTY
STATE OF ILLINOIS

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RECORDER OF DEEDS

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NORTHTRAIL MEADOWS SECTION 1 SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION

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STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

NORTHTRAIL MEADOWS SECTION I SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ST. JUDE ROMAN CATHOLIC CONGREGATION, CATHOLIC DIOCESE OF PEORIA and THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA and PEORIA PLANNED DEVELOPMENT L.L.C., being the owner of the following described real estate:

A part of the Northwest Quarter of Section 29, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, being more particularly described as follows:

Beginning at the West Quarter Corner of said Section 29, thence North 00°06'54" West, 2,703.62 feet along the West line of the Northwest Quarter of said Section 29 to the Northwest Corner of said Section 29; thence North 89°53'09" East, 1,729.62 feet along the North line of said Northwest Quarter of Section 29 to the West right of way line of Knoxville Avenue (Illinois Route 40); thence along said West right of way line of Knoxville Ave along the following described courses: South 18°34'34" East, 877.46 feet, thence around a curve to the right concave to the West whose radius equals 2,824.79 feet and whose cord bears South 10°02'11" East, 831.83 feet, and having an arc length of 834.87 feet; thence South 87°06'18" West, 338.47 feet; thence North 55°50'13" West, 279.32 feet; thence South 90°00'00" West, 247.77 feet; thence South 67°31'24" West, 655.18 feet; thence South 44°44'27" West, 313.77 feet; thence South 00°00'00" West, 79.70 feet; thence South 47°29'22" East, 161.58 feet; thence South 45°00'00" West, 81.39 feet; thence North 66°11'39" West, 110.79 feet; thence South 76°29'00" West, 107.40 feet; thence South 90°00'00" West 116.99 feet; thence South 00°00'00" West, 110.00 feet; thence North 90°00'00" East, 18.73 feet; thence South 00°06'54" East, 511.64 feet; thence North 89°19'03" East 19.66 feet; thence South 00°40'57" East, 33.00

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Tax I.D. # 09.29.101.002
09.29.151.002

feet; thence South 89°19'03" West, 275.00 feet to the point of beginning, encompassing 77.415 acres, more or less.

And also,

A part of the Northwest Quarter of Section 29, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 29, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, proceed North 89°19'03" East along the South line of the Northwest Quarter of said Section 29, a distance of 1,332.87 feet to the true point of beginning; thence North 00°40'30" West 245.03 feet; thence North 41°17'43" East, 504.11 feet; thence North 88°19'54" East, 420.00 feet; thence South 01°40'06" East, 627.10 feet to the South line of the Northwest Quarter of Section 29, thence South 89°19'03" West along said South line of the Northwest Quarter of Section 29, a distance of 767.93 feet to the true point of beginning, encompassing 9.435 acres, more or less.

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by David E. Atchley, Illinois Land Surveyor No. 2950, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as NORTHTRAIL MEADOWS SECTION I SUBDIVISION, City of Peoria, Peoria County, Illinois, and does hereby grant and dedicate to the people of the City of Peoria, County of Peoria, Illinois for the use of the public forever, the avenues, drives, streets, roads and alleys, hereinafter referred to as streets, shown on said plat and located in the City of Peoria, Peoria County, Illinois, each of

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which said streets shall be perpetually known by the respective names designated on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as NORTHTRAIL MEADOWS SECTION I SUBDIVISION, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants and restrictions as being applicable to the lots as designated in each Article below, to-wit:

ARTICLE I - SINGLE FAMILY

The following covenants set forth in this Article I shall apply to Lots 1 through 64 and Lots 79 through 91:

DEFINITIONS

For the purpose of this Article I, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

Building Area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence and is to be occupied exclusively by a single family.

Ground Floor Area: That portion of a dwelling which is built over a basement or foundations but not over any other portion of the building.

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COVENANTS

1. Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height above ground level at any point adjacent to the structure, a private garage for not more than three (3) cars, and other accessory buildings incidental to residential use of the premises.

2. Architectural Committee: The Northtrail Meadows Section I Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

George T. Shapland, 3 Greencroft, Champaign, Illinois
Thomas E. Harrington, Jr., 4307 Curtis Meadow, Champaign,
Illinois
Shawn Luesse, 1403 Countryside Pl., Champaign, Illinois

Any action taken by the members of the Committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of 75% of the lots in Northtrail Meadows Section I Subdivision shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site. All lot owners shall comply with the site grading plan as prepared by HDC Engineering and approved by the City of Peoria. No fill may be left on site which violates the site grading plan.

(b) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and

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specifications submitted to it by a lot owner. Some of the architectural requirements are as follows (unless waived by the committee): Homes must be constructed on crawl space or basement, no slab construction; no bi-levels, split foyers, or raised ranches; all roofs to have architectural grade shingles; limited choices for siding color (4 or 5 colors, grays and tans); front yard must be sodded, back yard can be seeded; one shade tree of at least 2" caliper must be planted per frontage:

(2) To waive up to 25% of any area or yard requirement contained in these restrictive covenants.

(3) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic.

(4) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(c) Failure of Committee to Act: In the event a matter requiring action by the Committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

3. Minimum Size: No dwelling shall be permitted on any site unless it includes a garage for at least 2 cars. The Architectural Committee, however, shall have the power to waive the requirement of a garage. No one story dwelling shall occupy a ground floor area of less than 1,350 square feet. No dwelling having more than one story shall occupy a total floor area of less than 1,500 square feet. In computing the floor area of a dwelling for the purpose of applying this restriction, one-half of the area of enclosed porches shall be considered to be a part of the dwelling.

4. Building Location: No building shall be located on any lot nearer to a lot line than the minimum building set back lines shown on the recorded plat. No main or accessory building shall be located closer to the side lot lines less than a distance of five (5) feet, except that no side yard shall be required for permitted accessory buildings located fifty (50) feet or more back from the minimum building set back line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Accessory buildings must be in rear yard and must have same siding and shingles as home. Accessory building are not permitted on

lake lots.

5. Dwelling per Building Site: Only one (1) dwelling shall be constructed per building site.

6. Easements: Easements for installation, overhang, and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and are dedicated for such purpose to the public, including the City of Peoria. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty percent (30%) of the building site.

8. Permissible Building: Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by buildings in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. Construction of homes must start within three (3) years of closing on lot.

10. Temporary Structures and Satellite Dish: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No television satellite dishes shall be allowed on any lot in the subdivision, which exceed 20" in diameter, such dishes must be in the back yard and screened.

11. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5)

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square feet advertising the property for sale..

12. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

13. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than three dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

14. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

16. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

17. Off-Street Parking: All lots shall provide facilities for off-street parking for the number of automobiles in use by the

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owner or resident on the property or persons regularly employed on the property.

All lot owners owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide facilities for off-street indoor parking for such vehicle in addition to the off-street parking provided for number of automobiles in use by the owner or resident. No recreational vehicles may be operated within the subdivision.

18. 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.

19. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the said Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

20. Waiver of Restrictions: These restrictive covenants may be waived, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lot owners.

21. Enforcement: Enforcement shall be by the 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.

22. Yard Lights: The owners of every lot shall erect and maintain in good operating condition a yard light located in the front yard. These yard lights shall be located at points designated on the lots by the Architectural Committee and shall be identical as required by the committee. Said lights shall be equipped with a photo-electric cell that illuminates during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and the street. An additional yard light will be required in the rear of the lot, if the lot adjoins the bike trail. All property owners in Northtrail Meadows Section I Subdivision shall be required to maintain said yard lights in proper working order.

23. Sidewalks. Sidewalks must be installed by and at the expense of the lot owner upon completion of construction of a residence on the lot or on vacant lots: (i) when required by governmental authority or (ii) within one year of completion of construction of residences on 80 percent of the lots constituting

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the subdivision. Sidewalk size, placement and materials must be in conformity with City standards and paragraph 6(a) of the Annexation Agreement.

24. Fences, Mailbox, Tennis Courts, Above Ground Swimming Pools. No tennis courts or above ground swimming pools are allowed in the subdivision. Fences are permitted per City of Peoria Zoning Code, except chain link fences allowed only if no more than 4 feet in height and vinyl coated. Mailboxes will be identical and Architectural Committee will provide the specifications.

25. Association: Each owner of a lot shall as a condition precedent to ownership covenant and agree to accept and maintain membership in the Northtrail Meadows Homeowners Association and to be bound by the reasonable rules and regulations of the Association and pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions contained herein and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot.

It shall be the duty and responsibility of the Northtrail Meadows Homeowners Association to maintain in good condition the rear yard sidewalks as required in Paragraph 6(a) of the Annexation Agreement and accordingly the Association shall have the authority to enforce these covenants and the authority to levy assessments for the maintenance of the sidewalks and for other Association expenses. The Association shall have the authority to impose legally enforceable liens on the lots for the purpose of collecting assessments, and other liabilities of the lot owners. The owners shall pay all of the Association's costs, including attorney fees, incurred by the Association in enforcing these covenants, enforcing liens, collecting fees, assessments or other charges of the Association or enforcing its rules and regulations.

The developer of the subdivision shall exercise the authority of the Board of Directors of the Association until such time as it, in its sole discretion, adopts bylaws and designates a first Board consisting of lot owners; thereafter, the Board of the Association shall consist of lot owners duly elected as provided in the bylaws.

ARTICLE II - ZERO LOT LINE LOTS

The following covenants shall apply to Lots 65 through 78 and Lots 92 through 99:

Definitions

1. Definitions. The following words and terms, when used in this Article II (unless the context clearly indicates otherwise) have the following meanings:

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- (a) "Association" shall mean and refer to as Northtrail Meadows Townhomes Association, which may be incorporated as an Illinois not for profit corporation.
 - (b) The "Properties" shall mean and refer to the said Lots 65 through 78 and Lots 92 through 99.
 - (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, building and facilities otherwise, to be devoted to the common use and enjoyment of the owners of the Properties.
 - (d) "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. Without limiting the generality of the foregoing, "Lot" shall include any lots created by re-subdivision of the original lots for construction and conveyance of zero-lot line residences.
 - (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 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.

2. Membership and Voting Rights in the Association.

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

(b) Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot 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. The Association shall be entitled to accept the vote of any one co-owner.

(c) 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 A.

(d) Role of Owner Prior to Formation of Association. Until 75% of the Lots are in an ownership other than that of Owner, Owner shall carry out all of the responsibilities of the Association including the levying of assessments as provided herein. The Owner shall not be liable for assessments on any lot prior to sale as a completed structure.

3. Covenant for Maintenance and Capital Improvement Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree 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 Article, 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 of such co-owners of the lot or living unit shall be jointly and severally liable.

(b) Purpose of Assessments. 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, such as lawn care and snow removal and 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.

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) Budget Preparation.

1. The Association's Role: 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 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 no 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

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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.

(d) 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 October 1 through the next succeeding September 30. The period for the first Annual Assessments shall begin July 1, 1999. Payments shall be made quarterly in advance and shall be due October 1, January 1, April 1, and July 1, of each year. Payments not received by the 15th of the month when due shall bear a 10% late charge.

(e) 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 open to inspection, upon request, by any Owner of a lot or owner of an interest therein at reasonable convenience of the Owner and the Board.

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.

(f) 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

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shall include, in addition to the assessment, interest, court costs, and attorney's fees.

4. Architectural Committee. No building or improvements shall be constructed on any lot until the plans have been approved by the Northtrail Meadows Section 1 Architectural Committee as established in Article I of this Owners Certificate and Dedication. The procedure and requirements shall also be as established in Article I.

5. Exterior Maintenance

(a) 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 Paragraph 3. Care and maintenance shall include without limitation the following:

- Lawn care for the grounds, not including watering same
- Snow removal on sidewalks and driveways
- Landscaping maintenance and replacement on the grounds (common areas only)
- Liability insurance, if any, maintained by the Association
- Utility fees and charges to the Association
- Management fees and charges
- Gang Mailboxes (Mailbox specifications provided by the Architectural Committee)
- Maintenance of common parking areas
- Taxes on common areas, if any
- Exterior lighting-not to include bulbs (Lighting specifications provided by the Architectural Committee)

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 in either case subject to the review and approval of the Architectural Committee.

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.

(b) 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

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as devises or heir, covenants the 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 Committee may give notice of such conditions to the Owner of the lot or living unit, demanding that such conditions 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, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided herein, except that payment for any work performed pursuant to this paragraph 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 percent (20%) 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.

(c) 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.

6. Miscellaneous Services Authorized

(a) 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 the 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

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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 herein. 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:

- To provide for the collection and removal of refuse, rubbish and garbage to each lot or living unit owner;
- If the City of Peoria 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;
- 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;
- 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 City.
- 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;
- To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;
- To pay real estate taxes on the common areas, if any.
- To maintain the street, if necessary.

7. Covenants and Use Restrictions.

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 the lot at any time as a residence

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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 or Owner to advertise a dwelling unit for sale.

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 Committee. Satellite dishes, appropriately screened from public view, may be located in the rear yards so long as they are not greater than three feet in height or the newer 20 inch satellite dishes may be appropriately located on the roof or side yard with the approval of the Architectural Committee.

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.

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.

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. Insurance: 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 upon request from another in the same structure 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

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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.

I. Pets. No animals other than those commonly kept as household pets shall be kept by any owner, and no more than two animals may be kept in any dwelling. Animals shall be kept primarily indoors. No poultry or livestock may be kept by any owner.

J. Easements. 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.

K. Use and Occupancy Restrictions:

1. 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 and the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

2. 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 Committee and in that event, with the work performed by the Association or contractor approved by the Association.

L. 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 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:

1. 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.
2. No lot owner shall do anything to disturb the right of any other owner to use such party wall.
3. 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 used 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 Architectural Committee authorizes otherwise.
4. 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.

M. Obligation to Rebuild.

1. 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

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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 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 Committee.

2. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph of this Paragraph M, 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 materialmen 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 attorney fees and any courts 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 assigns. Further, in the event such owner does not make prompt payment in the 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.

N. Common Obligations and Expenses.

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/Wastewater 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.

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 circumstances 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.

O. Assessments for Common Expenses. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, and 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.

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

P. Enforcement 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:

- Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged

default.

- 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, the and 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.
- 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.
- 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.
- 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.
- 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.

9. General Provisions.

(a) Duration. The Covenants and Restrictions set forth in this Article 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 lots subject to this Article, their respective successors, assigns, heirs, executors, administrators, and personal

representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Peoria 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-third 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.

(b) Notice. Any notice required to be sent to any Member or Owner under the provisions of this Article 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 known 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.

(c) Amendment. Except as otherwise provided including specifically as otherwise provided, these covenants may be amended by the agreement of the following:

1. The owner or Developer, provided it owns any part of the properties; and
2. Two-thirds (2/3) of the lot owners.

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

(d) 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 authorized by law. Failure by the Association or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. The City of Peoria shall have the right, but not the obligation, to institute appropriate legal proceedings to effect the enforcement of these covenants.

(e) Severability. Should any covenant or restriction herein contained, or any Section, Subsection, sentence, clause, phase or term of this Article be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

ARTICLE III - COMMERCIAL AREA

The following covenants shall apply to Lot 101:

1. Declaration and Restrictions. The restrictions and requirements presented herein are in addition to City of Peoria Zoning, Erosion Control, Building Code and other applicable ordinances and regulations; where these restrictions and requirements conflict with city, county, state or federal laws, the more restrictive shall apply.

The purpose of these restrictions and requirements is to establish and maintain an aesthetic ambiance which enhances the development.

2. Plan Approval Committee. The Architectural Committee established in Article I shall have the responsibility of approving all plans within the Commercial Area. Written approval must be issued by the Committee prior to commencement of any construction activity.

Any item, building or otherwise, visible above finished grade, including landscaping, shall be approved by the Architectural Committee prior to construction, installation or alteration.

Submission shall include a site plan, depicting grading, drainage, landscaping, site lighting, buildings, dumpster enclosures, walks, drives, parking, bicycle/walk paths and other items deemed appropriate by the Architectural Committee in order to affect a thorough review. Floor plans, elevations, roof plan and typical wall sections shall also be submitted. Building plans, specifications, material samples and colors shall also be submitted. All required plans shall be prepared by appropriately licensed professionals.

The Architectural Committee shall approve or deny all plans within fifteen days of submission. If denied, the Committee shall set forth all reasons in writing. Approval shall not be unreasonably withheld. If written approval or

disapproval of plans is not given within fifteen days after receipt by the Architectural Committee, said plans shall be deemed approved.

The Architectural Committee shall approve or disapprove plans on the basis of the following criteria:

- conformity and harmony of the external character and design of the proposed improvements with the proposed or existing character of Northtrail Meadows.
- compliance with the restrictions, covenants, and conditions contained herein; and
- location of the proposed improvement with respect to the location of existing improvements.

3. Site. All paved site areas used by motor vehicles shall be concrete or asphalt, well-drained and constructed to resist truck and bus loading.

A bicycle/walk path that connects the development's bicycle/path system shall be constructed to the Commercial Area without crossing vehicular traffic.

All site sidewalks shall be exposed aggregate concrete or other alternative paving material such as stone or paving blocks.

Stormwater detention/retention shall be accomplished by natural means. French drains and pavement surface detention shall not be allowed.

All site utilities shall be underground; whether owned by the developer or a utility company.

4. Buildings/Structures. All buildings and other improvements within the Commercial Area shall be designed and constructed in such a way as to promote and enhance the character of the Commercial Area as an integrated commercial development within Northtrail Meadows.

The front and side exterior walls of any building or structure shall be face brick finish construction. Rear walls may be split faced block. Stone trim may be used in conjunction with brick walls for sills and highlights. Glass block will be permissible in panels not exceeding six by six feet.

Buildings shall be limited to one-story above finished grade with a gable or shed roof system.

Roofing shall be heavy asphalt (thirty year) shingles or

standing seam roof, seams at twelve inches on center.

All dumpster pads/enclosures as required by the City of Peoria, and otherwise, shall be constructed of face brick walls and painted steel louver gates. Gates of any other material shall be permitted only with the written approval of the Architectural Committee. Dumpster enclosures of chain link or wood shall not be permitted.

All outbuildings and accessory buildings, as permitted by the City Zoning Ordinance, shall be constructed of face brick on all sides.

All HVAC equipment, meters, and other such equipment must be screened from view from eye level anywhere on-site.

No wheeled or stationary temporary trailer/structures shall be permitted on-site for more than twenty-four hours.

Satellite dishes shall be permitted only with the written approval of the Architectural Committee.

5. Signage. One free-standing sign (either pylon or monument) shall be allowed for the entire Commercial Area. Said sign shall be compatible in style and color with the buildings and structures in the Commercial Area and shall be no more than twenty feet high. If a gas station locates within the Commercial Area, a second free-standing sign, which must be a monument sign, shall be permitted. Said sign shall be maximum of twenty feet high.

All other site signage, except for traffic control and ADA signs, must be building-mounted.

A horizontal signage band shall be provided above the public entrance side of commercial/retail structures and around the perimeter of any gas station canopy. This band shall not exceed four feet in height. All building-mounted signage shall be within this area, except signage on gas pumps, which shall be permitted.

Illuminated signs are permissible, provided they do not flash intermittently. Exposed neon signs are not permitted.

6. Site Lighting. Exterior site lighting shall be mounted on metal poles with down-light type lighting only. Maximum height of fixtures shall be twenty-five feet. No light shall be directed off-site. All light poles and fixtures within the commercial area, whether free-standing or building-mounted, shall be similar in size, color and style whenever possible.

7. Landscaping. At a minimum, all landscaping within the commercial area shall be per the City of Peoria Zoning Ordinance.

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In addition:

- A landscaped strip shall separate parking lots from building walkways;
- Required landscaping shall be planted in earth berms of at least four feet in height wherever possible;
- Landscaping shall be placed in curbed islands within the interior of parking lots such that no continuous line of parked vehicles exceeds ten.
- Grassed areas shall be sodded. All landscaped areas shall be irrigated.

ARTICLE IV - MULTI-FAMILY

The following covenant shall apply to Lot 101:

The lot shall be developed only as luxury apartments. Luxury apartments shall be defined as those generally having common elements such as: a swimming pool, clubhouse, and individual amenities such as: fire place, large open floor plan with living/dining/kitchen combination, 2 full baths for 2 bedroom units, washer/dryer hookup, available garage, balcony or patio. The 2 bedroom unit shall be at least 1,000 square feet in size. All apartment buildings shall be 2 stories and shall have a maximum of 16 units per building.

ARTICLE V - PARK

The following covenant shall apply to Lot 102:

The use of Lot 102 shall be restricted to public park use.

ARTICLE VI - CHURCH/SCHOOL

The following covenant shall apply to Lot 103:

The use of Lot 103 shall be restricted to a Church and/or a parochial school and activities related thereto, or any residential use permitted under the applicable zoning district. No residential use shall be permitted for a period of 10 years beginning September 1, 1998.

ARTICLE VII - GENERAL

The following covenants shall apply to all lots in the subdivision:

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1. The Development will comply with the design standards set forth in Paragraphs 6 through 11 of the Annexation Agreement between the City of Peoria, Illinois, and Peoria Planned Development, L.L.C. and Richard H. Gudeman and Janice C. Gudeman dated December 16, 1998, and shall also comply with the notification rights as set forth in Paragraph 19 of the Annexation Agreement. The Deerbrook, Oakbrook and Pembroke Homeowner's Associations shall have the right to take action to enforce such provisions.

2. It is understood that the "Owner or Developer" of Northtrail Meadows Section 1 as referred to in these covenants refers exclusively to Peoria Planned Development L.L.C. St. Jude Roman Catholic Congregation, Catholic Diocese of Peoria and The Pleasure Driveway and Park District of Peoria are not bound to perform the obligations of "Owner or Developer," which are contained in these covenants. The Pleasure Driveway and Park District of Peoria is a party signatory to this Owner's Certificate and Dedication solely in its capacity as being the owner of Lot 102.

3. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

4. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

ST. JUDE ROMAN CATHOLIC
CONGREGATION, CATHOLIC DIOCESE
OF PEORIA

BY: Msgr. Charles J. Beebe

ATTEST: Ora M. Johnson

STATE OF ILLINOIS)
) SS
COUNTY OF Peoria)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Charles J. Beebe as a Ora M. Johnson of St. Jude Roman Catholic Congregation, Catholic Diocese of Peoria and Monseigneur as a Secretary of said church,

9-35144

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said church, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of September, 1998.

Sharon L Dew
Notary Public



THE PLEASURE DRIVEWAY AND PARK
DISTRICT OF PEORIA

BY: Bonnie W. Noble

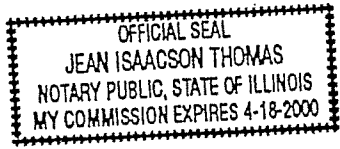
ATTEST: Beverly J. Jaskie

STATE OF ILLINOIS)
) SS
COUNTY OF Peoria)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Bonnie W. Noble as a Director of The Pleasure Driveway and Park District of Peoria and Beverly J. Jaskie as a Secretary of said park district, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of September, 1998.

Jean Isaacson Thomas
Notary Public



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reimbursed. Vacancies on the Board or among the officers shall be filled by a 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 30 days following the filing of a petition signed by owners holding 20% 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 30 days following the filing of a petition signed by owners holding 20% 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 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. Each lot owner shall receive notice, in the same manner as is provided in this Declaration or By-laws for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. If an adopted budget requires assessment against the lot or unit owners in any fiscal or calendar year exceeding 115% of the assessment for the preceding year, the Board of Managers, upon written petition by lot or unit owners, with twenty percent (20%) of the votes of the association or subsidiary owners' association affected, filed within 14 days of the Board action, shall call a meeting of the lot owners within the 30 days of the date of filing the petition to consider the budget; that unless a majority of the votes of the lot owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessment exceed 115% of similar assessment in prior years, any authorized provisions for reasonable reserves for repair or replacement for the Association's property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Q. 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 48 hours prior thereto,

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PEORIA PLANNED DEVELOPMENT LLC

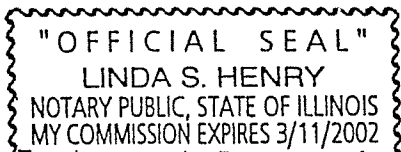
BY: [Signature]

Attest [Signature]
MEMBER

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that THOMAS E. HARRINGTON, JR. as a Member of Peoria Planned Development L.L.C. and THOMAS E. HARRINGTON, SR. as a Member of said limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of September, 1998.



[Signature: Linda S. Henry]
Notary Public

98-35144

This ~~Instrument Prepared~~ By:
Daniel G. Harrington
HARRINGTON, PORTER, ERMENTROUT,
& TOCK
201 W. Springfield, Suite 601
P. O. Box 1550
Champaign, Illinois 61824-1550
Telephone: 217/352-4167
98realest/peoricov

Revenue Stamps Here

EXHIBIT "A"

BY-LAWS OF NORTHTRAIL MEADOWS
TOWNHOMES ASSOCIATION

The administration of NORTHTRAIL MEADOWS TOWNHOMES, whether by a Board of managers or a voluntary association of lot owners or Board of Directors of a not-for-profit corporation, shall be governed by the following by-laws:

- A. The lot owners shall form an association, called the Northtrail Meadows Townhomes. 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 Northtrail Meadows Townhomes shall take place not more than 60 days after 75% of the lots are in an ownership other than that of the owner or developer or 2 years after the recording of the Declaration, whichever occurs first.
- D. Annual meetings of the Northtrail Meadows Townhomes other than the first such meetings shall be in August.
- 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 20% of the lot owners.
- G. Written notice of any Northtrail Meadows Townhomes membership meeting shall be mailed or delivered, giving members no less than 10 or more than 30 days notice of the time, place and purpose of such meeting.
- H. Voting shall be on one vote/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 at 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 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 at 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 two (2) years and until their successors are elected. The Board shall serve without compensation. Expenses may be

- 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 48 hours prior to the meeting of the Board of Managers.
- R. The Board shall meet at least four times annually and no member of the Board or officer shall be elected for a term of more than two years; but that officers and Board members may succeed themselves.
- S. The President of the Board of Managers shall be authorized to mail and receive all notices and execute amendments to the Northtrail Meadows Section 1 Subdivision Declaration and these by-laws.
- T. A majority shall constitute a quorum of the Board.
- U. 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 the Association.
- V. 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.
- W. 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.
- X. 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.
- Y. Upon a ten-day notice to Northtrail Meadows Section 1 Subdivision 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.
- Z. 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.
- 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 any unit owner.

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