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FILED
PEORIA COUNTY
STATE OF ILLINOIS

PEORIA COUNTY

This Instrument Prepared by:

07 SEP 26 09 44

Nettle Creek Corporation
721 W. Lake Street
Peoria, IL 61614

Bradley E. Hoston

RECORDER OF DEEDS

WYNDRIDGE
SECTION ONE
DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Nettle Creek Corporation, an Illinois Corporation, hereinafter referred to as "Proprietor", owner of all the lots in Wyndridge Section One, a subdivision of part of the Southwest Quarter of Section Thirty Four (34), Township Ten (10) North, Range Seven (7) East of the Fourth Principal Meridian, Peoria County, Illinois, does hereby subject said subdivision and each lot therein to the following covenants, conditions and restrictions:

All of the following are intended to constitute a general plan for the benefit of and enforcement by all present and future owners (Owners) or parties in interest of **Lots 1 through 32** in the aforesaid subdivision.

1. **PROPERTY USE** No use shall be made of said premises except as is incidental to the occupancy thereof for residential purposes as permitted under the established zoning district in the City of Peoria.
2. **SETBACK LINES** No portion of any porch, garage, or other structure shall be erected or maintained closer to the front property line than twenty five feet (25'). Rear yard minimum setback shall be twenty five feet (25') Each side yard setback shall be a minimum of five feet (5'). Maximum height of any structure on said lot is thirty five feet (35').

3. **PROPRIETOR APPROVAL** Each Owner agrees to A.) present all building plans, including home and out building, only if associated with a pool, specifications, colors, materials, showing the location, exterior elevations, grade elevation of such buildings and drainage plan to Proprietor, or its designated representatives, for approval prior to commencement of construction on any lot; B.) Place no dirt from the excavation for the home on adjoining lots (violation of this item will place lot owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a Fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.; C.) immediately finish grade, seed and straw any disturbed earth or vegetation on adjoining lots; and complete exterior of the home, including sodding or seeding of yard, within one (1) month of completion of construction; D.) see to the removal of all building and construction debris from the property and adjoining lots weekly and diligently during and after construction; E.) Protect and maintain lot corner survey markers (these markers are for both your lot and the adjoining lots.) Survey markers on lot lines and lot corners, if disturbed or lost shall be replaced by Austin Engineering Co. and the cost will be paid by the Owner or deducted from Owner's security deposit. The Proprietor shall have a period of thirty (30) days from receipt of written request from a lot owner in Wyndridge to approve or disapprove the proposed construction plans for a specific lot. The decision of the Proprietor shall be final. Additional information or materials that the Proprietor may reasonably request shall be submitted to the Proprietor no later than thirty (30) days from the date of said request. As a result of said request for such additional information, the time for final construction plan approval shall be extended to a date thirty (30) days after the delivery of the requested additional documents or materials.

No residence, garage or out building, if permitted, shall be started, erected, placed or altered on any lot until final written approval has been granted by the Proprietor. Conformity and harmony of the external design with the existing structures in Wyndridge shall be considered. If Proprietor does not deny a properly made written request within the time frame stated above, approval by the Proprietor shall be deemed to have been given, provided, however, that no building or structure and no improvement, fixture or appurtenance in Wyndridge shall be erected or installed if it violates any of the terms or provisions of these Restrictions.

An Owner desiring to obtain a construction plan approval shall place the request in writing and deliver said request to the Proprietor. Plans will be not larger than ledger size (11"x17"), but shall be in scale as to be legibly read. The following items shall be included in the written request:

- A) A Site Plan, in scale, showing the lot in its entirety, together with the location of any existing or proposed buildings or structures or other proposed improvements, fixtures or appurtenances thereon. The Site Plan shall include, but shall not be limited to, an Erosion Control Plan, showing location of existing or proposed driveways, sidewalks and lamp posts. Said Erosion Control Plan shall be signed by the Owner, Builder/Contractor and Landscaper before start of construction.

B) Architectural drawings, elevations and illustrations for the proposed building structure, improvement, fixture, appurtenance or alteration shall be submitted. Samples of exterior building materials to be used and colors of trim shall also be submitted. Building plans shall display the seal of a recognized architect or professional home designer.

5. **LOT DRAINAGE, GRADING AND SILT CONTROL PLAN** Each lot owner shall submit a Drainage, Grading and Silt Control Plan (Erosion Control Plan) to the Proprietor for approval. Lot owners shall be responsible for directing their storm water drainage as to not create erosion on adjoining lots. Lot owners will notify Proprietor in writing that grading is complete and ready for inspection. Proprietor will inspect grading to confirm compliance at finish grade stage before landscape, seed and sod and will accept or reject work in writing. Sump pump drain lines and downspouts will not be allowed to discharge onto adjoining lots or streets. The storm water from sump pumps must discharge in sump pump drain line where installed by Proprietor. Down spout water must not drain onto adjoining lots but rather to drainage swails

Silt fences: Each lot owner shall install silt fences to prevent silt movement across the lot and to protect adjoining property from any and all silt movement. Said silt fences to be monitored after each rain by Lot Owner or contractor of Lot Owner to maintain and to protect the integrity of said silt fence. Any violation of this item will place lot owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied

6. **SUMP PUMP DRAIN LINE EASEMENT** Sump Pump Drain Line Easements as shown on The Plat of Wyndridge Section One shall be for the purpose of laying, constructing, maintaining and repairing facilities for sump pump drainage pipe system across the referenced lots. The sump pump drainage pipe system in the easement shall be for the exclusive use of present and future homeowners sump pump discharge. No storm or gutter downspout water or surface drainage shall be allowed to enter the sump pump drainage pipe system. The cost to connect to and maintain said Drain Line shall be borne by the owners of each respective lot seeking connection thereto. No permanent buildings or improvements shall be constructed on the Sump Pump Drain Line Easement, provided, however, the surface land may be used for shrubbery or other lawn improvements which do not interfere with said Sump Pump Drain Line or Easement. This easement grant includes the right of ingress and egress over the lots to and from the above noted easements, as shown, on the plat of Wyndridge Section One for the purpose herein set forth. Said Sump Pump Drain Line Easement shall be binding upon the owners of the Lots, their respective heirs, executors, personal representatives, successors and assigns, as well as the owners of all other lots and their successors in interest benefiting therefrom, and shall run with the land.
7. **SURFACE DRAINAGE EASEMENT** The Surface Drainage Easement as depicted on the Final Plat of Wyndridge Phase One shall be designated as a storm water detention

basin. Such lot may not be used for residential purposes. The Wyndridge Homeowner's Association, when formed, shall be responsible for the maintenance of this easement.

8. **SIGNAGE EASEMENT** Signage Easements and street boulevards as depicted on the Recorded Final Plat of Wyndridge Section One shall be for the entrance signage and landscaping. The maintenance of these easements and boulevards shall be the responsibility of the Association, when formed. The Proprietor reserves the right to maintain one double faced four foot by eight foot (4' x 8') marketing sign on one of these easements.
9. **SUITABILITY TO BUILD** To the best of the Proprietor's knowledge all lots in the subdivision are suitable for single family home construction. Lot owners should consult with a structural engineer if they deem it necessary to determine if the site is suitable for the construction of the home.
10. **COMMENCEMENT OF CONSTRUCTION** Any individual or entity purchasing a lot in the subdivision must commence construction of residence within twenty four (24) month after conveyance of title unless a written extension is granted by the Proprietor. If the Proprietor grants such extension the Proprietor may demand sidewalk installation and reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on said lot, with the right to any future refund for said lot to be due to the lot Owner.
11. **SQUARE FOOTAGE REQUIREMENTS** Homes built in the subdivision shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics and basements;
 - A. One Level -One thousand Eight Hundred (1,800) square feet above ground.
 - B. Multiple Levels – Two thousand Three Hundred(2,300) square feet above ground
 - C. Each home shall have at least one thousand (1,000) square feet of basement.
12. **EXTERIORS** Each home shall have a minimum of thirty three percent (33%) brick, stone or synthetic type stone or stucco on the front elevation. The balance of the exterior may be either brick, vinyl siding, cement board, approved wood siding, stone, synthetic type stone, synthetic type stucco, or materials having the appearance of synthetic type stucco, or any other material which is approved in writing by the Proprietor prior to the start of construction. The Proprietor shall have sole discretion for the review and approval of building plans and specifications, including calculation of exterior material percentages. Aluminum siding is not permitted but such exclusion shall not prohibit the use of aluminum for soffits, window and/or door trim. Concrete blocks, cinder blocks or poured foundation walls may not be exposed at the front or side elevations of the exterior walls, except for a maximum of six inches (6") of foundation which may be exposed above the ground line.
13. **CONSTRUCTION MATERIALS** Only new materials, except for brick and certain tile roof materials, are to be used in the construction of the home. Except as necessarily

incidental to the construction of the buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery and the like, shall be kept or allowed to remain within the subdivision boundaries.

14. **OUTBUILDINGS** No outbuildings, unattached garages or storage sheds may be erected or maintained in Wyndridge. Gazebos, playhouses and an outbuilding in conjunction with a pool may be constructed on any lot, but is restricted to a maximum size of twelve feet by twelve feet (12' x 12'), with maximum height of twelve feet (12'), and maximum side wall height of eight feet (8"), provided it is constructed of the same materials and colors as the home built on the lot, and provided further that prior written approval for the outbuilding has been secured from the Proprietor. Request must be submitted in writing to Proprietor with site plan, showing property lines, set backs, location of home and fencing, existing and planned, as well as location of adjoining homes drawn to scale.
15. **GARAGES** All garages must be attached to and be an integral part of the residence, shall conform to the main structure in character and design and shall be constructed for not less than two (2) passenger cars.
16. **SIDEWALKS** Each Owner agrees to have installed, at his cost, within two years of purchase of a lot or within one (1) year of completion of construction of homes on eighty percent (80%) of the lots in the Subdivision or at the time of construction of the residence, whichever is sooner, a sidewalk along the entire street frontage (front and side, if any) of the lot in accordance with the provisions of the City of Peoria.
17. **DRIVEWAYS** All driveway openings at the curb shall be no greater than the width of the driveway plus a five foot (5') radius on each side. The back of the concrete curb shall be cut away to provide for aforesaid driveway opening. In no case shall the curb and gutter be broken away and reinstalled. The driveway approach from the back of the curb to the property line shall be in concrete. From the property line to the residence, the driveway may be of concrete, pavers, bricks or asphalt as provided for in the plans and specifications submitted to the Proprietor. In no event shall any driveway be installed until such time as the Proprietor has approved the proposed location for said driveway.

Lot owners agree to install a temporary rock driveway during the construction of their home to prevent any soil (dirt) from tracking onto public streets. If soil does reach the public streets, lot owner shall have it removed prior to the end of that day or noncompliance shall place lot owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.

18. **TREE REQUIREMENT** Each Owner agrees to have installed, at his cost, a minimum three inch (3") diameter tree in the front yard of their lot. Front yard shall mean between the front of the home and the street in front of said lot. Said tree to be maintained by Owner and to be replaced if tree dies.

19. **POSTLIGHTS** Each Owner agrees to have installed, at his cost and at the time of construction, a post light (or lantern) containing a minimum bulb size of 100 watts, controlled by photoelectric switch, no less than fifteen (15) feet from the front property line, and not more than ten (10) feet from the driveway serving such lot. The Proprietor may adopt uniform lamp post design requirements. More than one post light may be installed with written approval.
20. **EXCAVATION DIRT** All materials excavated from any lot shall be removed from the subdivision unless permission is otherwise granted in writing by the Proprietor. Owner and/or excavator shall place no dirt from the excavation for the home on the adjoining lots. Dirt placed on adjoining lots or disturbed on adjoining lots is a violation of the erosion control permit and violators will be subject to State of Illinois Environmental Agency fines (See item #3, page Two).
21. **TANKS/RECEPTACLES** No tanks or other receptacles for storage of liquid or gas fuel shall be permitted to be installed or maintained in the subdivision boundaries unless natural gas is no longer available.
22. **MAILBOXES** Mailboxes shall conform with the character, color and design established by the Proprietor. The Proprietor has adopted a uniform mail box and post design requirements, in conformity with the requirements specified by the U.S. Postal Service. Lot Owner shall pay for mailbox, post and installation.
23. **FENCES & ENCLOSURES** All fences and privacy screens, shall be constructed solely of wood, wrought iron, aluminum or earth-tone vinyl, except for nails, bolts, and other hardware unless approved in writing by the Proprietor. Chain link fences will not be approved. Retaining walls, animal enclosures, outbuildings, swimming pools, and tennis court fencing may be of other materials as approved by the Proprietor. No fence can be built higher than three (3) feet in front of the front yard setback line. Request must be submitted to Proprietor with site plan, showing property lines, set backs, location of home and fencing, existing and planned, color, etc.
24. **CLOTHESLINES** No permanent or temporary clothesline or posts or other fixture for hanging clothes outside of the primary residence shall be constructed or maintained.
25. **GARBAGE RECEPTACLES** No receptacle used for the purpose of garbage storage shall be stored outside of an owner's home or garage. The only exception to this restriction is on the scheduled day of garbage pickup.
26. **POOLS** Swimming pools will be allowed provided prior written approval has been secured from the Proprietor. No above ground pools shall be permitted. Any swimming pool must be enclosed by fencing and shall comply with all of The City of Peoria ordinances or building codes.
27. **TENNIS/SPORT COURTS** Tennis courts, basketball goals, backboards and all other sporting or recreational equipment must be approved in writing by the Proprietor.

Location, style, screening, colors and any other relevant facts associated with the court shall be submitted for written approval by the Proprietor. Said courts shall observe setback restrictions as set forth in paragraph 2 above.

28. **FIREWOOD STORAGE** No more than two (2) face cords of firewood may be stored outside of any structure on a lot in the subdivision and firewood may not be stored in any location so it may be seen from the street in front of said home. All firewood shall be stacked in a neat and orderly manner and may not be stacked in height more than four feet (4').
29. **SATELLITE DISHES** Satellite dishes may be erected subject to the following: (a) a satellite dish shall not exceed thirty (30) inches in diameter; and (b) it must be located in the rear yard or rear roof of the structure (that is, not in the side nor the front yard).
30. **MODEL/SPECULATIVE HOMES** Construction of model or spec homes is expressly permitted as long as they conform to the restrictions hereby created.
31. **EASEMENTS** No permanent buildings or trees shall be placed on utility and drainage easements, but the easement areas may be used for gardens, small shrubs and landscaping so long as said use does not interfere with the use intended or purpose of the easement. Any Entity, including but not limited to The City of Peoria, Ameren/CILCO, Illinois American Water Co., The Greater Peoria Sanitary District, SBC Ameritech, any Cable Television provider and the Wyndridge Homeowner's Association shall have access under and across all utility easements for repair and replacement of utility lines. The Entity shall be obligated to replace dirt, grade and seed only, property disturbed by repair. Landscape, shrubs, flowers, trees, fences, etc. removed in this process may be replaced at the property owners sole expense.
32. **CERTIFICATE OF OCCUPANCY** No homes shall be occupied until a Certificate of Occupancy has been issued by the appropriate government authority.
33. **USE OF LOT/RESIDENCE** No more than one (1) room in any residence erected in the subdivision may be used by the Owner for professional purposes incidental to the practice by the Owner of his profession elsewhere, provided the use does not conflict with the City of Peoria or Peoria County ordinances and regulations. There shall be no pickup or delivery of goods in association with an Owner's profession. No lot in this subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.
34. **LOUD NOISES** Loud noises shall **not** be permitted to emulate from any property. Reasonableness shall be determined with reference to the character of Wyndridge. Lot owners shall use due diligence to insure that barking animals owned by them do not disturb their neighbors.
35. **DIVISION OF LOTS** No lot or lots, as originally platted, shall be divided so as to result in the creation of additional lots.

36. **ANIMALS** No animals shall be kept in exterior pens or cages. Only two (2) common household pets shall be allowed per home. The Proprietor reserves the right to deny the type or breed and number of pet(s).
37. **ATV'S/SNOW MOBILES/MOBILE HOMES/TRUCKS** Only operable passenger cars, SUV's and pickup trucks owned by the Wyndridge homeowners, their invitees and guests, may be parked in the subdivision. No mobile homes, RV's, tents, shacks, garages or other outbuildings may be used as a residence in Wyndridge. No commercial trucks, trailers, boats, motor homes, ATV's, snow mobiles may be operated or kept in Wyndridge or any other land within the existing Wyndridge Subdivision or future land owned by Proprietor, except for the purpose of pickup and delivery, unless same is parked in the property Owner's closed garage.
38. **WEEDS, GRASS AND TRASH** All owners shall maintain their property in a presentable condition, including keeping all weeds and grass cut to a height not to exceed twelve inches (12") on their property. No lot shall be used or maintained as a dumping ground for rubbish or yard waste and no lot owner will dump grass clippings, dirt or rubbish on any lots or land in Wyndridge Subdivision or adjoining land. Trash, garbage, or other waste shall not be kept except in sanitary containers.
39. **LOT OWNERS RESPONSIBILITY** Each lot owner shall be responsible for the protection of all of the following on the lot purchased in Wyndridge and for notifying and supervising their contractors and subcontractors regarding these responsibilities. 1) To protect and preserve all lot markers or have a civil engineer replace all lot survey corners lost during construction and/or landscaping. 2) To protect and not bury, remove or damage utility valves, connection stop boxes, sewer manholes, the drain lines system piping and inspection ports and to promptly repair any damage or obstruction to any of these system caused by their contractors or subcontractors.
40. **SIGNS** No sign of any kind shall be displayed on any lot except a sign of not more than six (6) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales. No sign restriction, however, shall apply to the Proprietor.
41. **ENFORCEMENT OF RESTRICTIONS** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any lot owner, contract buyer or lessee to take such legal action as may be necessary to prevent such person or persons from committing such violation or violations or to recover damages for such violation or violations. The Proprietor may, but shall not be obligated to enforce these restrictions.
42. **INVALIDATION OF RESTRICTIONS** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
43. **ALTERATION OF RESTRICTIONS** These covenants, conditions, and restrictions herein provided may be altered or amended only after one hundred percent (100%) of all

lots in Wyndridge Section One are sold by the Proprietor or if Proprietor deems necessary. After aforesaid time the Owners of seventy five percent (75%) or more of the lots as platted in Wyndridge Section One may alter or amend these covenants, conditions and restrictions in writing and file for record in the Office of the Recorder of Deeds of Peoria County, Illinois. Only Owners of the fee title shall be permitted to vote on modification or extension of these restrictions. In no case, may the homeowners, by vote, terminate their responsibility for maintenance of Outlots created for the benefit of the beautification of the subdivision or the maintenance of state and federally mandated storm water detention and erosion control facilities.

44. **FUTURE RESIDENCES** All of these restrictions apply not only to the first building erected on each lot, but also to any building thereafter erected as long as these restrictions remain in force and effect.
45. **PURPOSE OF RESTRICTIONS** The restrictions created by this Declaration benefit and burden only the land described in the Declaration. Notwithstanding the sharing of present or future facilities by other land, whether developed by the Proprietor or others, the general plan created by the restrictions herein extends only to Wyndridge Section One and there is no intention to benefit any persons other than those having an interest in the land described herein. The existence of covenants for persons owning land or having an interest in land outside the land described in this Declaration does not confer upon them any right whatever to enforce restrictions hereby created.
46. **HOMEOWNER'S ASSOCIATION**

Each lot owner in Wyndridge Subdivision, Section One shall be a member of the Wyndridge Homeowner's Association (Association). Said Association shall be incorporated as an Illinois Not For Profit Corporation and the property subject to the jurisdiction of this Association shall include the lots in Wyndridge Section One and any other real estate added, annexed or conveyed thereto.

 - A. **Organization**

When one hundred percent (100%) of the lots in Wyndridge have been sold by the Proprietor or when the Proprietor deems necessary, a homeowners' association, to be known as the Wyndridge Homeowner's Association, shall be organized by recording a written Declaration signed by the Proprietor and the then owners of the lots in the Office of the Recorder of Deeds of Peoria County, Illinois. Further, said Homeowner's Association shall be incorporated as an Illinois Not-For-Profit corporation and the property subject to the jurisdiction of the Association shall include each lot or part thereof in and any other real estate added, annexed or conveyed thereto or to the Association.
 - B. **Voting**

For the purpose of voting at any meeting of the Association each lot shall entitle the owner or owners thereof to one (1) vote and the decision of the Association shall be by majority vote except with respect to alteration, amendment or recession of these covenants and restrictions which shall require a 3/4 majority

vote. Any owner or owners may designate in writing any other person as a proxy to vote at any meeting of the Association.

C. **Trustees**

The Association shall be managed by five (5) Trustees, each of whom shall be a homeowner/resident of a lot in the Subdivision and shall serve for a term of one (1) year or until his successor is duly elected. At the first meeting of the Trustees, to be held within ten (10) days after their election, such Trustees shall elect from their number a president, secretary and a treasurer, all of whom shall serve for one (1) year or until their successors are elected. The secretary shall keep complete records of all actions and proceedings to the Trustees, and the Trustees are hereby authorized to act for and on behalf of the Association, and as may be directed by the members thereof.

D. **Meetings**

The Trustees may call special meetings of the Association by giving of ten (10) days prior written notice to all members thereof. Such notice to a member must be either personally served or a notice mailed to the last known residence of the member. Annual meetings of the Association shall be held for the election of Trustees and the transaction of such other business as shall come up before the meeting, and the Association may adopt such by-laws as they, from time to time, may deem necessary or advisable, not otherwise inconsistent with these provisions.

E. **Power and Duties**

When organized, the Association shall have the following powers and duties, and upon incorporation of the Association, any other that may be granted the Illinois Not-For-Profit Corporation Act; provided, however that nothing hereinafter contained shall be deemed to prevent any owner from enforcing any restrictions or covenants in his own name:

1. **Election of Trustees**

To elect Trustees and delegate powers and duties thereto.

2. **General Fund**

To provide a general fund to enable the Association to perform its duties and to maintain the Subdivision and properties under it's jurisdiction.

3. **Enforcement**

To enforce in the name of the Association or in the name of any owner within the Subdivision, any and all covenants, easements, reservations, stipulations, conditions and restrictions which have been imposed upon lots in the Subdivision.

4. **Common Area Maintenance**

To maintain any common area, spray, mow, plant trees, shrubs, flowers, sow or re-sow grass, clean storm sewer grates and inlets and keep same free of grass, leaves and debris. To maintain any structure erected upon any ground owned by the Association, including but not limited to the entrance signs.

5. Lighting

To provide for such lights and replacements, repair or improvement thereof as the Association may deem advisable on streets, public places, including the entrance sign lighting, gateways and semi-public places, not otherwise provided for.

6. Insurance

To provide and maintain liability insurance for all property owned by the Association in an amount adequate enough to cover all risk associated with the functions of said Association. To provide officer's and director's insurance in an amount deemed necessary to protect any liability born by the Trustees and the performance of their duties.

F. General Fund

For the purpose of providing a general fund to enable the Developer or when organized the Association, to perform the duties and to maintain the improvements provided herein, all land within the boundaries of Wyndridge shall be subject to improvement and maintenance assessments, to be paid to the Proprietor or when organized, the Association annually, in advance, by the respective owners of the land subject to such assessment. Such assessment for general services shall not exceed the sum of One Hundred Dollars (\$100) per year, adjusted from the date of these restrictions for the rate of inflation or deflation, per lot as laid out in the plat as recorded in the Recorder's Office; provided, however, special assessments, if necessary (in addition to the assessment for general purposes), may be approved or levied to cover the cost of necessary repair, maintenance or replacement, including but not limited to replacement or repair of such structure, landscaping, lights or lighting as may be necessary. Such special assessments will begin at the time of Owners of Wyndridge lots taking title to said lot and will be prorated upon the date of closing. Such special assessments shall be made and levied on lots 1-32 and on a per lot basis.

G. Records and Assessments

The Trustees of the Association shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection by any member of the Association or any person designated by a member of Association. Assessments shall be payable within thirty (30) days after the giving of the notice of the assessment and the Trustees shall serve upon or mail a notice to the owner of each lot to his or her last known address, stating the amount of assessment due on such lot and the date and place where it shall be

paid. Assessments for general and special purposes and services shall become liens on the respective lots in the subdivision as soon as due and payable, as herein set forth. If not paid within thirty (30) days from due date such assessments shall bear interest at the rate of ten percent (10%) per annum from due date thereof and the Trustees may cause a Notice of Lien to be filed in the Peoria County Recorder's office and the payment of both principal, interest and legal fees may be enforced as a lien on such real estate in any court in Peoria County having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce liens within a reasonable time after they become delinquent. Such liens shall continue for a period of three (3) years from the date of delinquency but no longer unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall be valid until the assessment is paid.

IN WITNESS WHEREOF, Nettle Creek Corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed at Peoria County, Illinois, this 26TH day of SEPTEMBER, A.D. 2007.

Nettle Creek Corporation

By: 
President

ATTEST:


Secretary, Nettle Creek Corporation

Part of : 08-34-351-003