

file - DEC II
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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
RELATING TO FIRST ADDITION TO INDIAN CREEK SUBDIVISION
MCLEAN COUNTY, ILLINOIS

PEOPLES BANK OF BLOOMINGTON, an Illinois corporation, as Trustee under the provisions of a Trust Agreement dated the 21st day of February, 1978, known as Trust Number BGZ-1, hereinafter called the "Declarant", is setting forth the following covenants, conditions and restrictions.

These covenants, conditions and restrictions apply to certain real property located in McLean County, Illinois, known by official plat designation as FIRST ADDITION TO INDIAN CREEK SUBDIVISION to the County of McLean, pursuant to a Plat recorded on the _____ day of _____, 1979, in the Recorder's Office of McLean County, Illinois, as Document No. _____.

For purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, and conditions and restrictions, which shall constitute covenants running in the land and shall be binding on all the parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof:

ARTICLE I
DEFINITIONS

SECTION 1: "Association" shall mean and refer to the INDIAN CREEK HOMEOWNERS AND WATER ASSOCIATION OF MCLEAN COUNTY, INC., an Illinois not-for-profit corporation, and its successors and assigns whose members shall consist of the owners of Lots 61 through 92 and BENT TREE LANE OWNER'S ASSOCIATION OF MCLEAN COUNTY, INC., An Illinois not-for-profit corporation, whose members shall consist of the owners of Lots 61 through 77 and Lots 79 through 83 and Lot 92.

SECTION 2: "Common Area and/or Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 3: "Declarant" shall mean PEOPLES BANK OF BLOOMINGTON, an Illinois Corporation, as Trustee under the provisions of a Trust Agreement dated the 21st day of February, 1978, and known as Trust Number BGZ-1.

SECTION 4: "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common areas and elements.

SECTION 5: "Maintenance" shall mean the exercise of reasonable care to maintain the common areas and common elements.

SECTION 6: "Member" shall mean every person or entity who holds membership in the Association.

SECTION 7: "Mortgage" shall mean a conventional mortgage or a deed of trust.

SECTION 8: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 9: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 10: "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II
MEMBERSHIP IN ASSOCIATION
VOTING RIGHTS

SECTION 1: Every owner of a lot of said subdivision shall be a member of the homeowners and water association; membership shall be appurtenant to and may not be separated from the ownership of a lot except as provided in Article VII.

ARTICLE III
ASSESSMENTS

SECTION 1: Lien and Personal Obligation of Assessments:

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the homeowners and water association (1) annual assessments and (2) special assessments for capital improvements. Such assessment will be established and collected as hereinafter provided. The annual and special assessments, together with 8% interest, costs, and reasonable attorney's fees shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment together with 8% interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2: Purpose of Annual Assessments:

The annual assessment levied by the homeowners and water association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and common elements situated in the subdivision. Annual assessments shall include, and the homeowners and water association shall acquire and pay for out of the funds derived from annual assessments the following:

(a) Maintenance and repair of the common areas and common elements.

(b) Water system and distribution system, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility services for the common areas and common elements.

(c) Acquisition of furnishings and equipment for the common areas as may be determined by the homeowners and water association, including without limitation all equipment, furnishings and personnel necessary or proper for use of the recreational facilities.

(d) Fire insurance covering the full insurable replacement value of the common areas and common elements with extended coverage.

(e) Liability insurance insuring the homeowners and water association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common areas and common elements. The policy limits shall be set by the homeowners and water association, and shall be reviewed at least annually and increased in the discretion of the homeowners and water association.

(f) Workmen's compensation insurance to the extent necessary to comply with Section 138.4 of Chapter 48 of the Illinois Revised Statutes and any other insurance deemed necessary by the board of directors of the homeowners and water association.

(g) A standard fidelity bond covering all members of the board of directors of the homeowners and water association and all other employees of the homeowner and water association in an amount to be determined by the board of directors.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the homeowners and water association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the homeowners and water association for the operation of the common areas and common elements, for the benefit of the lot owners or for the enforcement of these restrictions.

SECTION 3: Maximum Annual Assessment:

(a) Until December 31, 1979, Declarant shall be responsible for maintenance of all common areas and common elements except the water system provided herein.

(b) Beginning with January 1, 1980, through December 31, 1980, the maximum annual assessment for maintenance of the common elements and common areas excepting the assessments for the water distribution system as provided in Article VII herein shall be \$100.00 per lot.

(c) The Declarant and/or the board of directors as provided herein may fix the annual assessments for the year 1981 and subsequent years.

(d) Until such time that a board of directors is elected, the Declarant may assess each owner a maintenance fee for the operation and maintenance of the common areas and elements excepting the water supply and distribution system as provided in Article VII.

SECTION 4: Special Assessments for Capital Improvements:

IN addition to the annual assessments authorized above, the homeowners and water association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common areas and/or the common elements, including fixtures

and personal property related thereto. Any such assessment must be approved by a majority of its members.

SECTION 5: Notice and Quorum for Action Authorized Under Sections 3 and 4:

Written notice of any meeting called for the purpose of taking any action authorized by Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than forty-five (45) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of required members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

SECTION 6: Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 7: Commencement and Collection of Annual Assessments:

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common areas and common elements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot in at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly or for any period to be determined by the homeowners and water association not to exceed an annual assessment. Notice of the annual assessments shall be sent to every owner subject thereto. The homeowners and water association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the homeowners and water association setting forth whether the assessments against a specific lot have been paid, and shall on or before January 1st of each year, cause to be recorded in the

Recorder's Office of McLean County, Illinois, a list of delinquent assessments as of that date.

SECTION 8: Effect of Non-payment of Assessments; Remedies of the homeowners and water association:

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight percent (8%) per annum. The homeowners and water association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements and common areas or abandonment of his lot.

SECTION 9: Subordination of Assessment Lien to Mortgages:

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV PROPERTY RIGHTS

SECTION 1: Owner's Easements of Enjoyment:

Every owner of a lot shall have a right and easement of enjoyment in and to the common areas and/or common elements which shall be appurtenant to and shall pass with the title to such lot, subject to the foregoing rights of the homeowners and water association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common areas and common elements.

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors to suspend such rights for a period not exceeding ninety (90) days for any infraction of the published rules and regulations of the homeowners and water association.

(c) The right to dedicate or transfer all or any part of the common areas or common elements including the water supply or distribution system to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by 2/3rds of each class members agreeing to such dedication or transfer has been duly recorded.

SECTION 2: Delegation of Use:

Subject to such limitations as may be imposed by the by-laws, each owner may delegate his right or enjoyment in and to the common areas and common elements and facilities to the members of his family, his guests, tenants and invitees.

SECTION 3: Easements:

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of the flow of drainage facilities in the easements.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and right-of-ways shall be at all times open and accessible to the public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors, and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and right-of-ways are reserved.

SECTION 4: Right of Entry:

The homeowners and water association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

SECTION 5: No Partition:

There shall be no judicial partition of the common areas or of the common elements, nor shall Declarant, or any owner

SECTION 5: No Partition:

There shall be no judicial partition of the common areas or of the common elements, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent partition of any lot in cotenancy.

ARTICLE V
USE RESTRICTIONS

SECTION 1:

Lots 61 through 92 shall be used as a residence for a single family and for no other purpose.

(a) All dwelling buildings erected on Lots 61 through 92 shall contain not less than 1750 square feet of livable floor area upon the ground floor within said residence, exclusive of any area way for a garage or breezeway, and in the event of any structure being in excess of a one-story dwelling, then in such instance there shall not be less than 1250 square feet of livable floor area on the ground floor. If the finished floor level directly above the basement is more than four feet above finished grade, such basement shall be considered a story.

(b) The exterior wall surface of such residence and of any garage whether attached or detached from the residence accompanying same, shall be either stone, brick, poured concrete, wood, masonite or aluminum siding, approved by Building Official Conference of America Code (BOCA Code), or materials of equal conformity to the proceeding. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for the same.

(c) No "used materials" shall be used for or in the construction on this property and no previously built structure of any kind shall be moved upon said premises. No intoxicating liquor shall be sold on said premises, nor shall there be any other commercial use permitted. No garage, trailer, basement, tent, shack or other building except the residence itself erected on said tract shall at any time be used as a residence, either temporarily or permanently, nor shall any such building be constructed on the premises prior to construction of the residence proper.

(d) No dwelling building shall be placed on said premises within 30 feet from the front property line, except said restriction shall be 19 feet from the front property line of Lots 61 through 77 and Lots 79 and 81. Excepting that portion of Lots 82 and 83 that front on Bent Tree Lane shall be 19 feet and that portion of Lots 82 and 83 that front on Bent Tree Court shall be 30 feet. All other lot lines shall be those as established by Ordinances and Zoning Codes of McLean County, Illinois, except where the plat of this subdivision creates a different set-back, in which instance the requirements of the plat shall prevail over the Code and/or Zoning Ordinances of McLean County, Illinois. However, where the construction of a single family residence is upon two (2) or more adjacent lots, then such residence may be constructed across lot lines within such tract or premises.

No dwelling buildings shall be constructed within 40 feet from the rear property line of all lots.

(e) No trailer of any sort shall be stored upon the premises unless same is completely stored within an enclosed structure.

(f) Any animals raised, bred, and kept on the premises shall be only for the use and enjoyment of the owners or occupants and not utilized or sold for commercial gain or venture.

(g) a. Prior to any construction, it shall be necessary to obtain the approval of the Declarant in writing of the plans including a plot plan showing exact location of the improvements and trees that are to be removed. All plans shall be in such form as necessary for Declarant to determine conformity with restrictions and requirements of said subdivision.

b. Prior to any construction on any lots, it shall be necessary to obtain the approval of Declarant in writing of Declarant's and Declarant's engineers' plans to protect and prevent any interference with any water way which drains or distributes the natural water flow in said subdivision. The purpose of this restriction is to insure and guarantee that the natural water flow across all lots shall be maintained in accordance with good engineering practices to protect the natural flow of water of the entire subdivision.

An owner by acceptance of a deed for any lot shall be liable and responsible to maintain said drainage and natural flow of water.

(h) No trees shall be cut or removed from said tract or premises if larger than 4 inches in diameter at a point 2 feet above ground level without first having obtained the permission of Declarant except those trees necessary to provide for a clear space for a residence or dwelling or accessory building. Trees that constitute a hazard or danger to the premises or adjoining property owners or are damaged by acts of God may be removed without permission of Declarant.

(i) All owners are encouraged to utilize the natural terrain and other attributes of the area in improving their property, and to enhance the area. Also, innovations in design, architecture, landscaping and placement on said lots are encouraged.

(j) All water and sanitary waste systems installed or constructed on said premises shall conform to all the statutes and requirements of the Board of Health of McLean County, Illinois, and any requirements of the County of McLean pursuant to building and subdivision codes and ordinances.

(k) All automobiles kept or stored on said premises not enclosed in a permanent structure or building shall be in workable and running condition. All trucks larger than what is commonly known as a pick-up type truck shall not be stored or kept on the premises overnight unless in an enclosed structure or building.

(l) An owner, by acceptance of deed for any lot, shall be liable and responsible to install at owner's expense galvanized steel or equivalent culverts as required by subdivision ordinances and/or any applicable McLean County regulation at locations where existing or future private driveways to each lot cross over an open drainage way in streets or thoroughfare right-of-ways.

(m) An owner by acceptance of a deed for any lot shall be liable and responsible during construction of any improvements on said

lot to repair and reroute any field or drain tile damaged that is located within said lot. No improvements shall be constructed over any drain tile without the owner of said lot having properly rerouted said drain tile around said improvements.

(n) Construction of any residence on a lot shall be completed within 18 months of commencement.

(o) An owner by acceptance of a deed for any lot shall be liable and responsible during construction of any improvements on said lot to conform to and comply with any of the load and/or weight requirements of McLean County pertaining to the public roads located within said subdivision.

SECTION 2:

Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, or other disposition of residential lots is essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or employees, contractors, or sub-contractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, sub-contractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or sub-contractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise;

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, sub-contractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE VI

Declarant shall convey Outlots, 93, 94 and 95, to the homeowners and water association as herein provided, which shall be a not-for-profit corporation comprised of the property owners of said subdivision as provided herein.

ARTICLE VII

Declarant, PEOPLES BANK OF BLOOMINGTON, an Illinois Corporation, as Trustee under the provisions of a Trust Agreement dated the 21st day of February, 1978, and known as Trust Number BGZ-1, is now the sole owner of the following described property (Area), to-wit:

TRACT NO. 1: The North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 39, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 2: 13.50 acres off of the South side of the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 3: The North $\frac{1}{2}$ of the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 4: The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 5: The North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 6: The North $\frac{1}{2}$ of the North East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian;

TRACT NO. 7: The South 60 acres of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 29, Township 25 North, Range 3 East of the Third Principal Meridian,

all in McLean County, Illinois.

SECTION 1:

Declarant recognizes the necessity of having an available water supply for the use of persons owning or occupying residential

structures situated, lying and being in First Addition to Indian Creek Subdivision and to that end Declarant agrees that it will, at its sole expense:

(a) Drill a well or wells in an area which will produce an adequate water supply for all occupants of residential structures located on any lot owned by any person or persons within said subdivision;

(b) Furnish and provide a water distribution system to said persons in accordance with the appropriate laws and regulations of McLean County and the State of Illinois;

(c) Make water available adjacent to any lot owned by said person or persons.

SECTION 2:

Declarant further agrees that it will, without cost to the homeowners and water association heretofore provided, within sixty (60) days after the election of the first board of directors:

(a) Convey by Quit-Claim Deed to the homeowners and water association that area upon which the water well or wells drilled by Declarant are located;

(b) Convey to the homeowners association by appropriate instrument or instruments the machinery and equipment located on said parcel of ground;

(c) Convey to the homeowners and water association by appropriate instrument the water distribution system as laid out and provided by Declarant.

SECTION 3:

In the conveyance to be made to the homeowners and water association by the Declarant of said parcel of ground where the water wells are located together with the machinery and equipment located on said parcel of ground and the water distribution system, a provision or provisions shall be made that said homeowners and water association shall not be authorized to sell, pledge, mortgage, encumber or dispose of the parcel of ground on which the water wells are located and the water wells together with machinery, mains, pipes, or otherwise, provided for the distribution of water until sixty percent (60%) of all lots located within any subdivision, present or future, as platted by Declarant and situate in "Area" shall have been sold by Declarant to individual owners.

SECTION 4:

Declarant further agrees that it will, until such time as homeowners and water association has been formed, and has taken over the operation of said water distribution system, furnish and provide water to the occupants of any lot or lots in any existing or future subdivision to be platted by Declarant in "Area" and at a reasonable cost in any existing or future subdivision as platted and as located in "Area".

SECTION 5:

A. Organization and Purpose

1. When twelve (12) or more of the lots in any existing subdivision or future subdivision as platted by Declarant, have been sold by Declarant, its successors or assigns, to individual owners and twelve (12) or more of said individual owners have improved said lots by the having of a residence building thereon, Declarant agrees that it will within sixty (60) days after the completion of the twelfth residence structure in any subdivision now existing, or hereafter platted by Declarant, cause a corporation not for pecuniary profit to be formed under the laws of the State of Illinois to be known as INDIAN CREEK HOMEOWNERS AND WATER ASSOCIATION OF McLEAN COUNTY, INC., or such other suitable name as may be available.

2. Said homeowners and water association shall be authorized to own, manage, operate and improve the water supply and distribution system in any existing subdivision, or future subdivision as platted by Declarant and situate in "Area", to establish and fix charges and rates and to collect the charges made for the providing of water to members of homeowners and water association, their lessees, or otherwise.

3. Said corporation to be formed shall be not-for-profit.

B. Membership

1. Membership in said Association shall be limited to owners of a lot or lots in any subdivision now platted, or hereafter platted by Declarant, and which is situate in "Area" and which

said lot or lots is or are improved by the having of a residence structure thereon.

2. Each owner of every improved lot having a residence structure thereon shall automatically be and become a member of the homeowners and water association and each member of the homeowners and water association shall be entitled to have one (1) vote at all meetings for each improved lot owned by a member.

3. No member shall be expelled or voting rights cancelled by homeowners and water association provided, however, that no member shall be entitled to vote on any matter during such period of time as such member or his or her lessee is in default in the payment of any water bill owed to homeowners and water association.

4. Membership in homeowners and water association shall automatically cease and determine when a person or persons cease or ceases to be an owner of an improved lot with a residence structure thereon in any existing subdivision or future subdivision as platted by Declarant and as situated in "Area".

5. Membership in homeowners and water association shall not be restricted for any reason.

6. Members may vote in person or by proxy and only members of homeowners and water association whose property, or properties, is or are improved by having a residence thereon shall be entitled to vote and be a member of the homeowners and water association.

7. Notwithstanding any provision contained herein, Declarant reserves the right to allow adjacent or contiguous land owners to FIRST ADDITION TO INDIAN CREEK SUBDIVISION to connect to the water system provided herein pursuant to the same terms and conditions of the homeowners and water association and its members. Said adjacent owners can use said water for single family residential purposes only.

8. Declarant, upon installation of the water system as provided herein, in accordance with the appropriate laws and recommendations of McLean County, and the State of Illinois, and in

accordance with good engineering practices and upon conveyance to the homeowners and water association, Declarant shall not have any further duties, responsibilities, or liabilities in reference to said water system.

C. Directors and Officers

1. As soon as conveniently possible after the issuance of the corporate charter to homeowners and water association, a meeting shall be called pursuant to a written notice given by the incorporators of homeowners and water association to all owners of improved lots in any subdivision and which said improved lot or lots contains a residence building therein, said notice to be given to said owner of the time and place of the meeting to be held.

2. At the first meeting so held five (5) directors shall be elected by the owners of all improved lots having a residence structure thereon.

3. The five (5) directors so elected shall hold office until the first annual meeting to be held by homeowners and water association.

4. The five (5) directors so elected shall immediately after the adjournment of the meeting of homeowners and water association elect from their members a President, a Secretary and a Treasurer and the business affairs of homeowners and water association shall thereafter be managed by the Board of Directors elected by the owners of improved lots.

5. In the event of a vacancy in the office of Director, due to death, resignation or no longer being an owner of an improved lot with a residence structure thereon, situate in any existing or future subdivision to be platted by Declarant in "Area" or otherwise, the remaining Directors shall elect a successor Director or Directors to serve for the unexpired term of the office to which he or she succeeds.

6. The Board of Directors shall also have the right and power to fill any vacancy which might occur in any office of the corporation.

7. Homeowners and water association, after its organization shall have its annual meetings on the third Tuesday of January of each year and the Secretary of said Association shall notify all members in writing at least ten (10) days before the holding of said annual meeting of the time and place of the holding of said annual meeting.

8. At the first annual meeting five (5) directors shall be elected, two (2) directors receiving the highest votes shall serve for a period of three (3) years, two (2) directors receiving the next highest shall serve for a period of one (1) year.

9. At each annual meeting of the homeowners and water association, Directors shall be elected to fill the office of Director whose term expires at the time of the holding of said annual meeting. Homeowners and water association shall in its By-Laws provide for the holding of any special meeting and the transaction of other business not inconsistent with the provisions of law or the provisions hereof.

SECTION 6:

The rate or rates to be charged to owners of improved property located within said subdivision as platted by Declarant for water shall be affixed at a rate or rates sufficient to provide for the continuous operation of water supply purposes and any emergency that may arise and to insure that all the water wells, equipment, machinery, mains, pipes, or otherwise used for the providing of the distribution of water shall at all times be adequate.

SECTION 7:

All funds raised or collected by the homeowners and water association as provided heretofore for the providing of water shall be kept in a separate account and such funds shall be expended for only such purpose or purposes as are directly connected with the producing and supplying of water to persons entitled thereto.

SECTION 8:

The homeowners and water association shall have the right,

power and authority to make any general or special assessment against members for the sole purpose of providing an adequate water supply and water distribution system provided, however, that no general or special assessment shall be made without the giving of notice to all members that the homeowners and water association will hold a meeting at a time and place to be fixed by said homeowners and water association for the purpose of levying a general or special assessment and no general or special assessment shall be made by the homeowners and water association without the consent and approval of a majority of all votes of eligible members of the homeowners and water association.

SECTION 9:

The homeowners and water association shall also have the right, power and authority to fix the time when said general or special assessment shall be payable and said assessment or assessments shall bear interest at the rate of eight percent (8%) per annum from due date and the payment of both principal and interest may be enforced by the homeowners and water association as a lien on the real estate on which said bill or special assessment is made and said lien may be enforced in any court in McLean County, Illinois, having jurisdiction of suit for the enforcement of such liens.

SECTION 10:

The homeowners and water association shall in addition to the foreclosure proceeding above provided for, have the right to institute actions in law against the owner or owners of said improved lots to recover any part of special assessment made by it and not paid by the owner or owners to the homeowners and water association.

SECTION 11:

The homeowners and water association may suspend the furnishing and providing of water to any person or persons, or otherwise, during such period of time that water bills are not paid by members, their lessees or otherwise, for water, and the homeowners and water association shall be authorized to shut off

and refuse to supply water to members, their lessees or otherwise only until such time as the water bills are paid and upon payment thereof, water service shall be promptly restored to members, their lessees, or otherwise.

SECTION 12: Changes

No change in the corporate purposes or objects as set forth in the preceding paragraphs shall be made by homeowners and water association during the first two years or its existence without approval of the owners, and after said two years no change in the above provisions shall be made excepting by a two-thirds (2/3) majority of all eligible votes.

ARTICLE VIII

Declarant, PEOPLES BANK OF BLOOMINGTON, IL, an Illinois corporation, as Trustee under the provisions of a Trust Agreement dated the 21st day of February, 1978, known as Trust Number BGZ-1, shall cause to be conveyed to a not-for-profit corporation to be known as BENT TREE LANE OWNER'S ASSOCIATION of McLEAN COUNTY, INC., comprised of the owners of Lots 61 through 77 and Lots 79 through 83 and Lot 92, that portion of the FIRST ADDITION TO INDIAN CREEK SUBDIVISION as shown on the final plat and designated as BENT TREE LANE, which is a private street for the purpose of the owner's of Lots 61 through 77 and Lots 79 through 83 and Lot 92, using the same for ingress and egress to their lots.

SECTION 1:

Upon acceptance of a deed to any of said lots, said owners and/or grantees shall become a member of said not-for profit corporation and shall assume an obligation to pay their proportionate share of all administrative, maintenance, repairs and expenses for said Bent Tree Lane.

SECTION 2:

Until such time as a not-for-profit corporation is formed, Declarant, PEOPLES BANK OF BLOOMINGTON, IL, an Illinois

Corporation, as Trustee under the provisions of a Trust Agreement dated the 21st day of February, 1978, known as Trust Number BGZ-1, may exercise any rights, duties and functions of said corporation until such time as the first board of directors is elected.

Declarant may assess each lot owner as provided in this Article a maintenance fee for the maintenance of said Bent Tree Lane.

Until December 31, 1980, Declarant shall be responsible for maintenance of Bent Tree Lane. Beginning with January 1, 1981 through December 31, 1981, the maximum annual assessment for the maintenance of Bent Tree Lane shall be \$60 per lot. The Declarant and/or board of directors as provided herein may fix the annual assessment for the year 1981 and subsequent years. Until such time that a board of directors is elected, Declarant may assess each owner a maintenance fee for the maintenance of Bent Tree Lane.

In the event any owner and/or grantee of any lot in said subdivision shall fail or refuse to pay any monies required to be paid under this provision or otherwise lawfully agreed upon for the administration, maintenance, repairs and expenses for Bent Tree Lane when said monies become due, the amount thereof shall constitute a lien on the interest and title of any lot owned by said defaulting owner and/or grantee in said subdivision. Said lien to be perfected by the filing of a notice of said lien in the office of the Recorder of Deeds of McLean County, Illinois. All reasonable expenses in connection with any actions or proceedings including court costs and attorney's fees together with interest therein at the rate of eight percent (8%) per annum until paid shall be charged to and assessed against such defaulting owner and/or grantee and shall be added to and deemed part of his respective share of the expenses as provided in this provision.

SECTION 2:

When eighty percent (80%) or more of the lots in the FIRST ADDITION TO INDIAN CREEK SUBDIVISION have been sold by Declarant,

its successors or assigns to individual owners, Declarant agrees that it will, within sixty (60) days thereafter or on or before January 1, 1982, whichever occurs first, cause a corporation not for pecuniary profit to be formed under the laws of the State of Illinois and to be known as BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC., or such other suitable name as may be available.

1) As provided herein, a meeting will be called pursuant to a written notice given by the incorporators of BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC. to all members of said association. Said notice to be given to said owners of the time and place of the meeting to be held.

2) At the first meeting so held, three (3) directors shall be elected by the owners of said lots comprising the members of BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC. The three (3) directors so elected will hold office until the first annual meeting to be held by BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC.

The three directors so elected shall immediately after adjournment of the meeting of the association, elect from their members a president, a vice-president and a secretary-treasurer. The business affairs of the homeowner's association shall thereafter be managed by the board of directors elected by the owners as provided herein.

3) In the event of a vacancy of the office of a director due to death, resignation or no longer being an owner of a lot, the remaining directors shall elect a successor director or directors to serve the unexpired term for the office which he or she succeeds.

The board of directors shall also have the right and power to fill any vacancy which might occur in any office of the corporation.

4) BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC., after its organization shall have its annual meeting on the 3rd Thursday of January of each year and the secretary of said association shall notify all members in writing at least ten (10) days

before the holding of said annual meeting of the time and place of the holding of said annual meeting.

5) At the first annual meeting, three (3) directors shall be elected. The two (2) directors receiving the highest vote shall serve for a period of three (3) years and the one (1) director receiving the next highest vote shall serve for a period of one(1) year.

At each annual meeting of the BENT TREE LANE OWNER'S ASSOCIATION OF McLEAN COUNTY, INC. directors shall be elected to fill the office of director or directors whose term expires at the time of the holding of said annual meeting.

ARTICLE IX GENERAL PROVISIONS

SECTION 1: Enforcement

Declarant, the homeowners and water association, the Bent Tree Lane Owner's association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the homeowners and water association, the Bent Tree Lane owner's association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2: Severability

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

SECTION 3: Subordination

No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired

by foreclosure, trustee's sale or otherwise.

SECTION 4: Duration

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended to successive periods of ten (10) years unless an instrument in writing, executed by the then record owners of two-thirds (2/3) in area of the land within the boundaries of said lots, shall have been recorded in the office of the Recorder of Deeds of McLean County, Illinois agreeing to change said covenants in whole or in part.

ARTICLE X
EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as a personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against THE PEOPLES BANK OF BLOOMINGTON, IL on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

ARTICLE XI

The undersigned certifies and covenants that it holds title to all said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name on this ____ day of _____, 1979.

PEOPLES BANK OF BLOOMINGTON, IL, as Trustee,
under the provisions of a Trust Agreement
dated the 21st day of February, 1978, known
as Trust Number BGZ-1,

BY: _____
Its: _____

ATTEST: _____
Its: _____

STATE OF ILLINOIS)) SS
COUNTY OF McLEAN)

I, a Notary Public, in and for said County and State aforesaid, do hereby certify that on this ____ day of _____, 1979, personally appeared before me _____, who declared that he is the _____ of the PEOPLES BANK OF BLOOMINGTON, IL, and _____ as _____ of said Bank, personally known to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1979.

Notary Public