

**DECLARATION OF COVENANTS;
CONDITIONS & RESTRICTIONS OF THE FIRST ADDITION TO
PHEASANT RIDGE SUBDIVISION**

GUMMERE DEVELOPMENT CO., duly organized and existing under and by virtue of the laws of The State of Illinois hereinafter called, the "**Declarant**", is setting forth the following covenants, conditions, and restrictions pursuant to authority given by the Board of Directors of said corporation.

These covenants, conditions and restrictions apply to certain real property located in McLean County, described as follows:

Lots 2 through 43 inclusive and Outlots 44 and 45 of the 1st Addition to the Pheasant Ridge Subdivision in the Town of Normal, McLean County, Illinois, according to the Plat thereof recorded on the 29th day of March, 1995, as Document No. 95-5629-' . (31) 14-15-300-010, 007,& 008

For the 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 property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all 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 PHEASANT RIDGE ASSOCIATION OF NORMAL INC. an Illinois not-for-profit corporation, and its successors and assigns.

Section 2. "Common area" shall mean all real property in which the Association has an easement or ownership interest, or maintains, for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean Mercer Turner, *as* trustee under the provisions of a Trust Agreement dated April 1, 1991, known as Land Trust CH-2 and his successors and assigns) provided such successors and assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above, with the exception of the common area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep the entrance sign, berm, landscaping, and other related improvements and fixtures in a condition comparable to their original condition normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plan growth.

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 in trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed in trust.

Section 9. "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, or in the event of a contract sale, the contract purchaser. The term owner shall not include those holding title merely as security for performance of an obligation.

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 shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.. The Declarant reserves the right to add members to the Association and to subject the Association to additional real estate, common area, outlots and duties by filing with the McLean County Recorder of Deeds one or more declarations similar to this document for the future additions to the Pheasant Ridge Subdivision in the Town of Normal, McLean County, Illinois.

Section 2. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such, persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when total votes outstanding in the Class A membership equal the total votes outstanding in the *Class B* membership, or on the 1st day of January, 2005, whichever first occurs.

ARTICLE III - ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each final platted 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 Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' 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 interest, costs and reasonable attorneys' fees incurred to collect same 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 assessments levied by the 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 any other lawful purpose of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area;
- (b) Water, sewage, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area, if any;
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities, if any;
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage if any;
- (e) Liability insurance insuring the 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 area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- (f) Workmen's compensation insurance to the extent necessary to comply with the Workers Compensation Act of the State of Illinois, and any other insurance deemed necessary by the Board of Directors of the Association;
- (g) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the 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 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 Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment:

(a) Until December 31 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be ~~\$15.00~~ \$40.00 (**AMENDED June 30, 2003**) per lot;

(b) From and after January 1st of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased by the vote or written assent of a majority of all votes entitled to be cast under Article II above;

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum;

Section 4. Special Assessments or Capital Improvements. In addition to the annual assessments authorized above, the 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 area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Article III Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 of Article III shall be sent to all members not less than thirty (30) no 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 in such meeting, but less than the requisite majority of each class of 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. The 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 subject lot to the owner. 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 at least sixty (60) days in advance of the due date thereof and shall fix the dates such amount become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before January 1 of each year, cause to be recorded in the Recorder's Office of McLean County, Illinois, a list of delinquent assessments as of the date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the date shall be deemed in default and shall

bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. The Owner shall also be obligated to pay the reasonable attorney fee incurred by the Association to collect said delinquent assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area 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 assessments thereafter becoming due or from the lien thereof.

Section 10. Special Assessments' by Governmental Units. Hereafter, governmental units may place special assessments against property contained in the subdivision, and all such special assessments shall not be the responsibility of the developer, but shall be the responsibility of the owner of said property.

ARTICLE IV - PROPERTY RIGHTS AND RESTRICTIONS

Section 1. 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, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Section 2. 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 rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees, and contractors, and shall also be open 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 rights-of-way are reserved.

Section 3. Lots 2 through Lot 43 inclusive shall be used as a residence for a single family and for no other purpose.

Section 4. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots

Section 5. No obnoxious or offensive activity shall be conducted on any lot. The business of Declarant and the transferees of Declarant in developing all of the lots, shall not be considered noxious or offensive.

Section 6. No sign of any kind shall be displayed to public view on a lot except customary name and address signs and lawn signs of not more than 10 square feet in size advertising a property for sale or rent.

Section 7. Nothing shall be done or kept on a lot which would increase the rate of insurance relating to other lets, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats and other household pets may be kept on the lots, so long as they are not kept, bred or maintained for commercial purposes.

Section 9. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view.

Section 10. No fence, hedge, wall or other dividing instrumentality over eight feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

Section 11. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 12. All front yards of each lot are to be sodded within six months after completion of the construction of a home.

Section 13. Each lot shall be planted with not less than two hardwood trees, which are not less than two inches in diameter, within one year after a lot is in possession of a property owner after sale by Declarant.

Section 14. No "used materials" except for brick shall be used for or in the construction of this property, and no previously built structure of any kind shall be moved upon said premises unless approved in writing by the Declarant or Association.

Section 15. No residential dwelling structure shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

Section 16. No truck, travel trailer, recreational type vehicle, mobile home, boat, boat trailer, motorbike, snow mobile, tractor, lawn mower, wagon, all terrain vehicle, automobile, yard equipment, golf cart, etc. shall be kept on the lot or in the Subdivision except entirely within an enclosed structure. All automobiles kept or stored on said premises not enclosed in a permanent structure or building shall be in a workable and running conditions.

Section 17. Any boundary fence constructed upon the premises must be a minimum of six inches inside the property line and constructed of any decorative material. Chain link fencing may, however, only be constructed in a rear yard of any lot not closer to the front line than a straight line formed by an imaginary extension of the residence facing the rear yard.

Section 18. No excavated material shall be moved from the Subdivision without the written consent of the Declarant.

Section 19. Before the commencement of any construction on any lot, the building design, location, construction plans, and construction materials must be approved by the Architectural Review Committee which has been established by the Declarant.

Section 20. Only single family residences shall be constructed on lots 2 through 43 inclusive. The structures on lots 2 through 43 inclusive shall contain a minimum of 1,400 square feet of livable floor area exclusive of any garage, breezeway, or basement when the structure consists of one floor or shall contain a minimum of 1,700 square feet of livable floor area exclusive of any garage, breezeway or basement when the structure consists of two floors, a story and one-half, a bi-level, and a tri-level. Lots 2 through 43 inclusive shall also have constructed on them a minimum of a two-car attached garage.

Section 21. The installation or construction of any satellite dish or receiver and television or radio antenna or tower on any lot is prohibited without the written consent of the Declarant or Association.

Section 22. The installation or construction of any storage shed or detached building is prohibited without the written consent of the Declarant or Association.

Section 23. Without written permission of the Declarant or Association no clothes line, whether temporary or permanent, shall be used or installed in the yard or any other area outside the residence.

Section 24. No completely modular building shall be permissible; however, precut or preassembled components may be used

Section 25. 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, rental, or other disposition of residential units is essential to the welfare of the Subdivision as an ongoing 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 the employees contractors of 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, or sub-contractors of Declarant or Declarant's transferees from constructing and maintaining on any part of 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, 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; or

(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 maybe 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 improved lots.

ARTICLE V - OWNER'S OBLIGATION TO REPAIR

Section 1. Each owner shall, at his sole expense, be responsible for the condition of the sidewalk, curb, gutter, and the yard grade of the premises. In the event that same is in any way damaged. or disturbed during any construction on the premises, the owner agrees to assume responsibility of same, so as to comply with these restrictions, and the ordinances of law of any other governmental unit.

Section 2. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VI - OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VII - MAINTENANCE OF EXTERIOR OF THE BERM AND THE BOULEVARDS

The Declarant hereby authorizes the Association to maintain the berm located on Outlots 44 and 45 and the landscaping within the median in White Chapel Way. The Association shall employ the Declarant, or his representative, to conduct this maintenance, until such time as the Association decides to provide the service in some other way. The Association shall pay a reasonable fee to the Declarant for such maintenance.

ARTICLE VIII - MAINTENANCE OF THE YARD AND THE LANDSCAPING OF A MEMBER'S LOT

The Declarant hereby authorizes the Association to maintain the yard and landscaping of a member's lot in the event that a member fails to reasonably do so. The Association shall be entitled to a lien on the maintained property for such maintenance, until such time as the member reimburses the Association.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, easements, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the 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. The owner shall be obligated to pay the attorney fees of the Association or Declarant which are incurred to enforce these covenants against the owner.

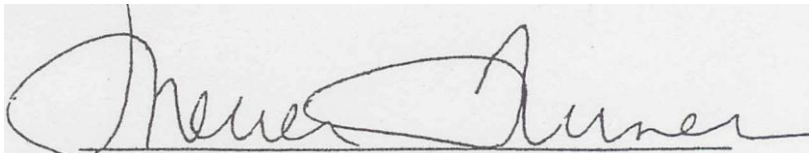
Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less that 3/4 of each owner.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry 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 of any lot therein, provided however, that such condition shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or any Owner thereof for a period of fifty years from the date hereof. Thereafter, they shall be automatically extended for additional periods of fifty years unless otherwise agreed to in writing by the then owners of at least 3/4 of the Subdivision lots.

Executed at Bloomington, Illinois this 17th day of May, 1995.

A handwritten signature in black ink, appearing to read "Mercer Turner", written over a horizontal line.

Mercer Turner, as trustee aforesaid

STATE OF ILLINOIS)
 (SS)

COUNTY OF MCLEAN (

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mercer Turner, personally known to me to be the trustee aforesaid of whose name is subscribed to the foregoing instrument appeared before me *this* day in person and acknowledged that as said trustee he signed, sealed and delivered the said instrument of writing as his free and voluntary act as trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1995.

 Q-
Notary Public

Mercer Turner/Debra Sudduth
The Law Office of Mercer Turner, P.C. 202 North Prospect Road, Suite 202 Bloomington,
Illinois 61704 (309)662-3078

"OFFICIAL SEAL"
MELISSA A. DUNCAN
NOTARY PUBLIC, STATE OF ILLINOIS.
MY COMMISSION EXPIRES 2/23/99 :
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