

Colony West Homeowners Association

Declaration of Covenants, Conditions, Restrictions And Easements For Colony West Planned Unit Development

This Declaration, dated this 10th day of September, 1974, is made by JOHNNY BRUCE COMPANY, a corporation authorized to do business in the State of Illinois, hereinafter called "Developer."

WHEREAS, the Developer is the owner of certain real estate hereinafter referred to as the "Proposed Development Area," the legal description of which is set forth in Exhibit "A" which is attached hereto and made a part of this Declaration; and

WHEREAS, the Proposed Development Area is the subject of a planned development; and

WHEREAS, the Developer intends to improve the Proposed Development Area or portions thereof from time to time; and

WHEREAS, the Developer desires to subject certain portions of the Proposed Development Area to this Declaration; and

WHEREAS, the real estate subjected to this Declaration and the community facilities constructed thereon will require uniform and continuing care and maintenance for the privacy, benefit, and enjoyment of the persons residing in the dwelling units, and

WHEREAS, in order to provide for necessary administration and maintenance of the community facilities and such areas, and for the preservation and enhancement of those portions of the premises which are improved by Developer and which are incorporated into the development, Developer will cause to be formed the Colony West Homeowners' Association (hereinafter referred to as the "Association") under the Illinois General Not-for-Profit Corporation Act; and

WHEREAS, the Developer may from time to time, for the purposes hereinabove enumerated, convey certain portions of the property to the Association.

NOW, THEREFORE, the Developer hereby declares that only the real property described in Exhibit "B," which is attached hereto and made a part of the Declaration, (hereinafter referred to as the "Premises") and such additions thereto as may hereafter be made pursuant to paragraph 5.01, is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements.

The Developer does hereby further declare that the following rights, easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter among all parties having or acquiring any right, title or interest in any portion of the premises; (2) be binding upon and inure to

the benefit of each Owner (as further defined in paragraph 1.05); and (3) run with the land subjected to this Declaration, to be held, sold, and conveyed subject thereto.

ARTICLE I

DEFINITIONS

1.01 **Developer**: JOHNNY BRUCE COMPANY, a corporation authorized to do business in the State of Illinois, and its successors and assigns.

1.02 **Association**: COLONY WEST HOMEOWNERS' ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

1.03 **Common Area**: The area described in Exhibit "B," excluding the dwelling units (including any courtyards, garages or other areas attached thereto), excluding platted lots and excluding public streets. The Common Area shall include such additions thereto as may be granted to the Association for the common use and enjoyment of the owners. The Common Area for each phase of the Colony West Planned Unit Development shall be specifically described and conveyed to the Association at the time of the conveyance of the first dwelling unit in each phase.

1.04 **Dwelling Unit**: A residential housing unit consisting of a group of rooms which are designed or intended for use exclusively as living quarters for one family as constructed by the Developer upon the Premises or such other real estate as may be added thereto pursuant to paragraph 5.01.

One family may occupy more than one dwelling unit and one owner may own more than one Dwelling Unit; however, such use or ownership shall in no way affect the rights, duties and obligations under this Declaration. For the purposes of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same owner, or combined and occupied by a Family, each Dwelling Unit as constructed by the Developer shall be considered as a separate Dwelling Unit under this Declaration.

1.05 **Owner**: "Owner" shall mean a record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation.

1.06 **Family**: One or more persons each related to the other by blood, marriage, or law, and including foster children, together with such relative's respective spouses, who are living together in a single Dwelling Unit and maintaining a common household; or up to and including three persons not so related, provided that such unrelated persons maintain a common household; or up to and including three persons not so related, provided that such unrelated persons maintain a common household in a single Dwelling Unit.

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

1.08 Condominium Association: Any condominium association formed pursuant to a Declaration of Condominium Ownership and under which a portion of the Premises or other real estate as may be added thereto pursuant to paragraph 5.01 is effectively submitted to the provisions of the Act.

1.09 Act: The Condominium Property Act of the State of Illinois, as amended from time to time.

1.10 Other Association: An association, whether or not incorporated, of owners of Dwelling Units constructed upon the Premises or other real estate added thereto pursuant to paragraph 5.01 which Dwelling Units are not subject to a Declaration of Condominium Ownership pursuant to the Act.

1.11 Premises: The real estate legally described in Exhibit "B" and other real estate as may be added thereto pursuant to paragraph 5.01.

1.12 Board: The Board of Directors of the Association, as constitute at any time or from time to time, in accordance with the applicable provisions of Article II.

1.13 Community Facilities: The walks, roads, streets, paths, playground, landscaping, recreations facilities, open spaces and open parking area on the Premises, and such improvements or structures from time to time or at any time located or constructed on the Common Area.

ARTICLE II

ASSOCIATION: MEMBERSHIP/BOARD

2.01 Membership: Every Owner of a Dwelling Unit, which is subject to assessment, is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Dwelling Unit. Each Owner by acceptance of a deed or other conveyance of a Dwelling Unit thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. There shall be one membership per Dwelling Unit. If the record ownership of a Dwelling Unit shall be in more than one person, or if an Owner of a Dwelling Unit is a Trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributable thereto shall be designated by such Owner or Owners in writing to the Association at the time the Dwelling Unit becomes subject to assessment by the Association. Ownership of a Dwelling Unit shall be the sole qualification for membership in the Association.

2.02 Election of Delegates: Voting rights of the Members of the Association shall be vested into delegates elected pursuant to this paragraph. Delegates to the Association shall be elected by majority vote on the following basis:

a. One delegate for each 50 Dwelling Units or part thereof in said Condominium Association or Other Association;

b. Where there are Members who are not in a Condominium Association or Other Association, the Board shall divide said Members into districts of approximately equal proportion of Owners not exceeding 40 in number (hereinafter called "Voting District") for the purpose of electing delegates to represent them on the Board.

2.03 Delegate Voting: Whenever a vote of the Members of the Association is required, such votes shall be cast only by the delegates representing the respective Members. Each delegate shall have only as many votes as the Number of Dwelling Units that he represents in the Condominium Association, Other Association or Voting District, and each delegate may cast his respective votes in such manner as he shall determine. Where there is more than one delegate in a Condominium Association, Other Association or Voting District the votes of the members in each association or Voting District shall be allocated equally among its respective delegates.

2.04 Delegate as Members: No person shall be elected as a delegate who is not a Member of the Association, or a member of a Family, except as provided in paragraph 2.06.

2.05 Board: The Board shall consist of all the delegates elected pursuant to the provisions of paragraph 2.02, subject, however, to the Developer's rights to designate those persons who shall act as directors of the Board prior to the first annual meeting of the Association. The Board shall direct and administer the Common Area and Community Facilities in accordance with the terms and provisions of this Declaration and, when not inconsistent therewith, the charter and by-laws of the Association. All matters requiring action by the Board shall be decided by a majority vote.

2.06 Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Dwelling Unit owned;

Class B: The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Dwelling Unit which may be constructed on the Premises, including any additions thereto pursuant to paragraph 5.01 under applicable zoning ordinances from time to time in effect, so long as Developer retains title to such unit. The Class membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b. On June 1, 1979, or

c. When the Developer elects to convert Class B membership to Class A membership by written notice of such election to the Association, but such election may be revoked or withdrawn at any time or from time to time without cause, so long as Developer otherwise has the right to designate those persons who will be the directors of the Board as provided in paragraph 2.05.

2.07 Voting Rights: Additional Premises: Notwithstanding that Class B voting may have been converted to Class A pursuant to the provisions of paragraph 2.06 above, when the Developer elects pursuant to paragraph 5.01 to add additional properties to the Premises, the Class B voting shall be reinstated with the number of votes to be computed on the basis of the amended premises, subject to the same limitations described in paragraph 2.

2.08 Board Liability: The directors from time to time constituting the Board shall not be liable to the Members for any mistake of judgment or for any acts made, or omissions to act committed in good faith as such directed.

2.09 Governing Law: In all other respects, the Association, its directors, officers and Members shall be governed by the Illinois General Not-for-Profit Corporation Act.

ARTICLE III

PROPERTY RIGHTS

3.01 General Provisions:

a. All easements described in the Declaration are easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owners, the mortgagees from time to time of any Dwelling Units or Common Area and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

b. The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of perpetuity from the date of the conveyance of the common area in each phase to the Association and may be enforced by the Association through any proceeding in law or inequity. Failure by the Association to so enforce shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Access Easement: Every Owner shall have an easement for ingress and egress to his Dwelling unit over and across the Common Area and Community Facilities. Such easement shall be appurtenant to and shall pass with title to every Dwelling Unit.

3.03 Right of Enjoyment: Every member shall have the right and easement of enjoyment in and to the Common Area and Community Facilities, which right and easement shall include but not be limited to easements for vehicular parking, pedestrian ingress and egress, and use of open spaces and other Community Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following rights:

- a. The right of the Association to pass reasonable rules;
- b. The right of the Association to limit the number of guests of Members;

- c. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;
- d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such condition as may be approved and agreed to at a meeting of Members;
- e. The right of the Association to suspend the use of the recreational facilities situated upon the Common Area by a Member for the period during which any assessment against his dwelling Unit remains unpaid and for a reasonable period for any infraction of its rules and regulations;
- f. The right of the Association to levy assessments as provided in this Declaration;
- g. The rights of the Association and the Developer reserved under paragraphs 3.05, 3.06 and 3.07.

3.04 Delegation of use: Any Member may delegate, in accordance with and subject to the By-laws of or uniform rules adopted by the Association his right to enjoyment of the Common Area and Community Facilities, to persons in his Family, his tenants, or contract purchasers who reside in his Dwelling Unit.

3.05 Developer's Rights: Developer's agents, employees, guests, and invitees shall have the right of access described in paragraph 3.02 and the right to use the Common Area and Community Facilities until Developer's rights under paragraph 2.06 and 2.07 are fully terminated, at which point Developer's right, if it still is an Owner, shall be the same as any other Owner.

3.06. Association's Rights:

- a. The Association shall have the right to build, construct, reconstruct, repair and maintain (including but not limited to landscaping, scavenger service and snow removal) the Common Area and all Community Facilities;
- b. The Association shall maintain the exterior of all Dwelling Units and all buildings in which Dwelling Units are located, and yards and outside fences. The Association shall have the right, through its agents and employees, to enter upon said Dwelling Units for such maintenance. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Dwelling Unit is subject, but is not subject to the limitations on amount provided in Article IV. Such assessment shall be spread over a period not to exceed twelve months.
- c. The Association shall have the right of ingress and egress over and upon the Premises for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Common Area and Community Facilities;
- d. The Association, through resolutions of the Board, shall have the right to adopt rules and regulations

governing the use, maintenance and administration of the Common Area and Community Facilities and for the health, comfort, safety and general welfare of persons using the Common Area and Community Facilities.

3.07 Developer's Reserved Rights: Notwithstanding any provisions herein to the contrary the easements created under paragraph 3.02 and 3.03 shall be subject to:

1. The right of Developer to execute all documents and do all other acts and things affecting the Premises which, in the Developer's opinion, are desirable in connection with Developer's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner or of the Association.
2. Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Dwelling Units or any of the Community Facilities.

3.08 No Dedication to Public Use: Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

3.09 Easement for Unintentional Encroachment: Notwithstanding any other provisions contained herein, in the event that any Dwelling Unit or any structure containing one or more Dwelling Units or any improvements to any Dwelling Unit or structure containing one or more Dwelling Units or any facilities servicing primarily one or more Dwelling Units or any facilities servicing primarily one or more Dwelling Units constructed by Developer encroaches upon any of the Common Area then a perpetual easement appurtenant to such Dwelling Unit structure shall exist for the continuance of any such encroachment on the Common Area.

3.10 Incorporation of Easements by Reference: Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE IV

ASSESSMENTS

4.01 Personal Obligation: The Developer for each Dwelling Unit owned within the Premises, hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration.

Each assessment, special or annual, together with interest thereon, costs of collection and reasonable attorneys' fees shall be a charge on the and a continuing lien against the Dwelling Unit from the

date the assessment is made.

Each assessment, together with interest, costs of collection and reasonable attorneys' fees shall also be the personal obligation of the person, persons or entities who was or were the Owner of such Dwelling Unit on the date said assessment was made. Said personal obligation of an Owner shall not pass to a successor in title of said Dwelling Unit unless expressly assumed by such successor.

To the extent that any Condominium Association or Other Association by reason of the Condominium Property "Act" or other statute or covenants of record has a lien upon any Dwelling Unit owned by a member of that association who is also a Member of the Colony West Homeowners' Association, for the collection of assessments due this Association from the Owner of said Dwelling Unit, together with interest, costs of collection and reasonable attorneys' fees.

4.02 Purpose of Assessments: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of Members of the Association and, in particular, for the improvement, maintenance, and administration of the Common Area and Community Facilities including but not limited to the payment of taxes and insurance on the Common Area, and the making of repairs, replacement and additions to the Common Area and Community Facilities, and the maintenance provided for in 3.06 b; provided, however, that the foregoing shall not be deemed to restrict or limit the Association's right to adopt uniform charges or fees for use of any recreational facilities situated upon the Common Area, as provided in paragraph 3.03 c.

4.03 Annual Assessments: Annual Assessments to pay the cost of maintaining, operating, and administering the Common Area and Community Facilities shall be from time to time adopted by the Board.

a. Developer shall pay the cost of maintaining and operating the Common Area and Community Facilities until the first to occur of:

1. 10 Dwelling Units constructed the the Premises shall be occupied; or
2. First day of June, 1975. Thereafter, the Association shall pay such costs and expenses, and annual assessments shall be adopted from time to time by resolution of a majority of the Board.

b. **Maximum Annual Assessment:** From and after January 1 of the year immediately following the date upon which the Association becomes responsible for costs of maintaining and operating the common area and Community Facilities under paragraph 4.03 a, the following rules shall apply:

1. From and after said January 1, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the Members.
2. From and after said January 1, the maximum annual assessment may be increased 3% by a vote of two-thirds (2/3) of a number of votes cast by the delegates who are voting

in person or by proxy, at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.04 Special Assessments: In addition to the annual assessments authorized pursuant to paragraph 4.03, the Board may at any time or from time to time levy special assessments, by resolution of and approved by a vote of two-thirds (2/3) of the number of votes cast by the delegates who are voting in person or by proxy, at a meeting duly called for this purpose.

4.05 Allocation of Assessments: Both annual and special assessments shall be allocated by the Association to each Condominium Association, Other Association or Owner not a member of an association by 1) Dividing the aggregate amount of the assessment by the number of Dwelling Units constructed on the Premises, and 2) Multiplying the quotient resulting from number 1 by the number of Dwelling Units in each such Condominium Association or Other Association. In the case of an Owner who is not a member of an association, his/her unit assessments shall be equal to the aggregate assessment divided by the number of Dwelling Units constructed on the Premises.

The assessment to the Condominium Association or other Association as allocated by this Association shall be collected from the members of said Condominium Association or Other Association rather on the basis of the formation of said Condominium on the basis set forth by similar documents of said Other Association.

4.06 Notice and Quorum: Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 4.03 or 4.04 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of delegates entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.07 Rate of Assessment: Both annual and special assessments may be collected on a monthly basis.

4.08 Date of Commencement of Annual Assessments: *Due Dates:* The annual assessments provided for herein shall commence as to all Dwelling Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

4.09 Commencement of Annual Assessments: By November 30 of each year the Board shall fix the amount of annual assessment against each Condominium Association, Other Association or Owner not in any such association for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessment shall be as set by the Board. At the time the Board fixes the amount of annual assessment it shall adopt a budget for the following calendar year and cause a copy of such budget (in reasonable detail) to be furnished to each Owner.

1.10 Proof of Payment: Upon written demand of an Owner, at any time, the Association shall furnish such Owner a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling Unit. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

1.11 Payment of Assessments

a. All assessments, as allocated by paragraph 4.05 to owners who are not Members of a Condominium Association shall be paid directly to this Association;

b. All assessments allocated to a Condominium Association or Other Association shall be fixed in amount and levied upon all Dwelling Units in the Condominium Association or Other Association in accordance with either the Declaration of Condominium Ownership and By-laws of the Condominium Association or similar documents of the Other Association, paid by each Owner of a Dwelling Unit to the Condominium Association or Other Association, of which such Owner is a member, and paid by the Condominium Association or Other Association to the Association, provided that no payment shall be deemed made until received by the Association.

4.12 Nonpayment of Assessments: Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum, and the Association may bring an action at law or in equity against the owner personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may enforce and foreclose any lien it has or which may exist for its benefit. 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 Dwelling Unit.

4.13 Subordination of Lien to Mortgage: The lien of the Association provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling Unit shall not affect the assessment lien. However, the sale or transfer or acquisition of possession of any Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer or acquisition of possession. No such sale or transfer or acquisition of possession shall relieve a Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

4.14 Limitation of Assessment on Dwelling Units Owned by Developer: In order that those Dwelling Units which are constructed and conveyed or leased by Developer or its Agents may with reasonable promptness receive the benefits of maintenance of the Association for the enjoyment of the residents of the Premises, and also be subject to assessments therefor, and so as not to discourage the Developer from voting for such assessments at such times as the Developer may still own a substantial number of Dwelling Units in the Premises on which there may be no construction at all or on which there may be construction in progress with no occupants residing therein, and the assessments for such Dwelling Units would impose a burden on

the Developer without the Developer requiring, desiring, or receiving the benefits of such maintenance items, it is therefore expressly provided that prior to the time a dwelling unit is constructed, there shall be no charge to the Developer for assessments, charges and liens created herein and that after construction, but prior to sale or lease by Developer of a dwelling unit, the assessments, charges and liens created herein for any such dwelling unit shall not exceed 50% of the regular amount charged therefor, notwithstanding anything in this Declaration to the contrary.

It is understood that upon the conveyance or leasing by Developer of a Dwelling Unit which was theretofore entitled to the above limitation on assessments, such Dwelling Unit shall have not further assessment limitation and shall be subject to to the full amount of the assessments as elsewhere set forth in this Article IV. Prior to such conveyance or leasing by the Developer of Dwelling Units where construction has been completed and for which certificates of occupancy have been issued, but which Dwelling Units are not yet conveyed or leased, the Developer shall be responsible for the maintenance of such Dwelling Units in a manner typical of the average maintenance of the Dwelling Units in the Premises.

4.15 Regulatory Agreement: This Declaration is subject to any Regulatory Agreement to which the FHA is a party in conjunction with the insurance of any mortgage pertaining to the Premises or any portion thereof.

ARTICLE V

ANNEXATION OF ADDITION PROPERTY TO THE PREMISES

5.01 Additions to the Premises: Notwithstanding anything to the contrary in this Declaration, the Developer may, at its sole discretion, from time to time hereafter add additional portions of the Proposed Development Area to the Premises or the Common Area and improve the same respectively with Dwelling Units or Community Facilities. Developer is not obligated in any manner pursuant to this Declaration to annex any properties from the Proposed Development Area, and said decision to annex shall be at its sole discretion. Where any portion of the Premises is insured pursuant to an agreement between the Developer and the Federal Housing Administration, then, any additions to the Premises under this paragraph shall be subject to the prior written approval of the Commissioner.

Where the Developer elects to annex additional properties from the Proposed Development Area to the Premises or Common Area, said annexation shall be consummated by the recording of a Supplementary Declaration. Said Supplementary Declaration shall contain but not be limited to the legal description of the property which is to be annexed to the Premises or Common Area. Upon compliance with this paragraph each Supplementary Declaration and the property covered therein shall be subject to the following terms and conditions:

a. The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described herein shall run with and bind the land of such additional portions of the Premises and inure to the benefit of and be the personal obligation of the Owners of Dwelling Units thereon in the same manner, to the same

extent and with the same force and effect that this Declaration applies to the land and Owners of the portion of the Premises initially subject hereto;

b. Every person or entity who is an Owner of any Dwelling Unit in such additional portions of the Premises shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are then Owners of Dwelling Units;

c. In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions of the Premises included in any such Supplementary Declaration including any Dwelling Units and any additions to the Common Area situated therein, and the Owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

5.02 Board Membership: The Board shall not be increased in number, nor shall additional delegates be elected to the Association, as provided in paragraph 2.02, by reason of any increase in Members resulting from the annexation of additional portions of the Premises, as provided in paragraph 5.01, until the next regular annual meeting date of the Members of the Association. Similarly, no annual or special assessments shall be levied on or in respect to any additional Dwelling Units subject hereto until the next annual budget is adopted by the Board, as provided in paragraph 4.09.

ARTICLE VI

RESTRICTIONS ON USE OF COMMON AREA AND DWELLING UNITS

6.01 Dwelling Unit Restriction: No Dwelling Unit shall be used for other than as a residence for a Family, nor shall any Dwelling Unit ever be constructed on the Common Area, except that Developer reserves the right for itself, or its agents, to use any Dwelling Unit for sale and display purposes.

6.02 Common Area Restriction. No industry, business, trade, occupation, or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof. Developer reserves the right for itself, or its agents, to place "For Sale," "For Rent" or any other signs on any part of the Common Area and to use any part of the Common Area, for sale or display purposes.

6.03 Obstructions: There shall be no obstruction of the Common Area except as specifically provided herein, nor shall anything be stored in the Common Area without the prior consent of the Association; provided, however, that Developer may store construction material on the Common Area when necessary in connection with the development of the Premises.

6.04 Pets: No animals of any kind shall be raised, bred, or kept in the Common Area. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Common Area upon three (3) days' written notice from the Association to the Owner of the Dwelling Unit containing such pet.

6.05 Proscribed Activities: No nuisance, noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Premises.

6.06 Structural Impairment: Nothing shall be done in, on or to the Common Area which would impair the structural integrity of any building or structure located thereon.

6.07 No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

6.08 Removals. Nothing shall be altered or constructed in, or removed from, the Common Area except upon the written consent of the Board.

6.09 Dwelling Units: No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Area.

6.10 Rules and Regulations: The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the board in its sole discretion deems appropriate or necessary.

ARTICLE VII

MISCELLANEOUS

7.01 Utility Usage: Developer, unit its rights under paragraph 2.06 are terminated, is hereby given the right to take and use reasonable amounts of electricity and water from buildings constructed on the Common Area for the use of the Common Area.

7.02 Severability: Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

7.03 Amendment: The provisions of this Declaration, except for the provisions of paragraphs 2.06 and 2.07, and those other provisions relating to the rights of Developer, may be amended by an instrument executed by not less than seventy-five percent (75%) of the then Owners and during the existence of Class B membership, the approval of the Federal Housing Commissioner, provided that said amendment shall not take effect until properly recorded. Those provisions relating to the rights of Developer may only be amended upon the written consent of Developer.

7.04 Enforcement: Enforcement by the Association or any Owner of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

7.05 Notices: Any notice required to be sent to any Member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

7.06 Titleholding Land Trust: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit.

7.07 Captions: The Article and Paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

IN WITNESS WHEREOF, the Johnny Bruce Company has caused this Declaration to be executed and ensealed by its officers thereunto duly authorized the day and year first above written.

JOHNNY BRUCE COMPANY

By: _____

John Bruce
President

EST: _____

Mary Bruce
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Ruth A. Fergusson, a Notary Public
in and for said County, in the State aforesaid, do hereby certify that
John Bruce, President of JOHNNY
BRUCE COMPANY, and Mary Bruce

Secretary thereof, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such Preside
and Secretary respectively, appeared before me
this day in person 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 Corporation, for the uses and purposes therein
set forth; and the said Secretary did also then
and there acknowledge that he as custodian of the corporate seal of
said Corporation did affix the said corporate seal of said Corporation
to said instrument as his own 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 10th
day of September, A.D., 1974

Ruth A. Fergusson
Notary Public