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PREPARED BY AND RETURN TO:

NATHAN B. HINCH

MUELLER, REECE & HINCH, LLC

404 N. HERSHEY ROAD, SUITE C

BLOOMINGTON, IL 61704

(309) 827-4055

RECORDER'S STAMP

**FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE DUNRAVEN
SUBDIVISION/DUNRAVEN PLANNED UNIT DEVELOPMENT**

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE DUNRAVEN SUBDIVISION / DUNRAVEN PLANNED UNIT DEVELOPMENT

This instrument, consisting of 35 pages, is recorded for the purpose of replacing, in its entirety, the "Declaration of Covenants, and Restrictions Dunraven Subdivision/Dunraven Planned Unit Development," recorded as Document No. 2007-00003616 (hereinafter the "2007 Declaration"); the untitled amendment to the 2007 Declaration, recorded as Document No. 2008-00031360 (the "First Amendment"); the "Second Amended Declaration of Covenants, Conditions & Restrictions," recorded as Document No. 2015-00020360 (the "Second Amendment"); and the "Third Amended Declaration of Covenants, Conditions & Restrictions," recorded as Document No. 2016-00018592 (the "Third Amendment"), in the Office of the Recorder of Deeds, McLean County, Illinois.

This Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development (hereinafter, the "Fourth Amended Declaration") is adopted pursuant to the provisions of Article VIII, Section 3 of the 2007 Declaration. This Fourth Amended Declaration, the text of which is set forth below, shall not become effective unless executed and acknowledged by the Association and the Owners representing not less than two-thirds (2/3) of the total Lots which are subject to the provisions of the Declaration.

This Amended and Restated Bylaws of Dunraven Homeowners Association, Inc., attached hereto as Exhibit "B" (hereinafter the "Amended Bylaws"), is adopted pursuant to the provisions of the Dunraven Homeowners Association, Inc. Bylaws, recorded as Document No. 2017-15554.

PREAMBLE

WHEREAS, Dunraven Homeowners Association, Inc., an Illinois not-for-profit corporation, (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the 2007 Declaration was recorded on February 7, 2007 as Document No. 2007-00003616 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS, the 2007 Declaration identifies The Links At Ireland Grove, LLC, an Illinois Limited Liability Company, as the "Developer" of the Dunraven Subdivision/Dunraven Planned Unit Development;

WHEREAS, the Developer recorded the First Amendment to the 2007 Declaration on December 4, 2008 as Document No. 2008-00031360 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS, the Developer recorded the Second Amendment to the 2007 Declaration on October 26, 2015 as Document No. 2015-00020360 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS, the Developer recorded the Third Amendment to the 2007 Declaration on September 27, 2016 as Document No. 2016-00018592 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS Dunraven Homeowners Association, Inc. was formed and Articles of Incorporation were filed with the Illinois Secretary of State on or about July 12, 2017 by the Association Members, and management of the Property was turned over to the Association from the Developer on or about that same date, and WHEREAS the Association Bylaws were recorded on August 25, 2017 as Document No. 2017-15554 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS, the Members of the Association desire to amend and restate the Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development, replacing it, in its entirety, with this Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Dunraven Subdivision / Dunraven Planned Unit Development;

WHEREAS, this Fourth Amended Declaration is adopted pursuant to Article VIII, Section 3 of the 2007 Declaration as amended, having been executed and acknowledged by the Association, and the Owners representing not less than two-thirds (2/3) of the total Lots which are subject to the provisions of this Declaration;

WHEREAS, each Lot Owner has been advised to send to all their mortgagees having bona fide liens of record against their respective Lots a copy of this F o u r t h Amended Declaration; and

WHEREAS, this Fourth Amended Declaration shall become effective as to third parties other than the current Lot Owners upon recordation in the Office of Recorder of Deeds, McLean County, Illinois.

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Easements for Dunraven Subdivision / Dunraven Planned Unit Development is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

The following terms, when used in this Amended Declaration, shall have the following meanings, unless otherwise

noted:

Section 1.01: "Architectural Review Committee (ARC)" shall mean and refer to a committee of three (3) members, at least one (1) of whom shall be a Board member in accordance with the applicable provisions of Article VIII of this Declaration, and at least one (1) of whom shall be appointed by the developer, so long as the developer owns one or more Lots. The third ARC member shall be a Member who is appointed by the Board.

Section 1.02: "Association" shall mean and refer to Dunraven Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 1.03: "Board" shall mean and refer to the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of this Declaration and the Bylaws.

Section 1.04: "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Dunraven Homeowners Association, a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof.

Section 1.05: "Common Area" shall mean and refer to that area, including all improvements and structures constructed thereon, designated as "Common Area" or "Common Properties" on any recorded subdivision plat of any part of the Property, and such additions thereto as may be granted to the Association for the common use and enjoyment of the Owners or Occupants (for Living Units that are not Owner-occupied).

Section 1.06: "Common Expenses" shall mean and refer to the expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Common Area; any other expenses which are designated as Common Expenses hereunder; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

Section 1.07: "County" shall mean and refer to McLean County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of the Declaration.

Section 1.08: "Community Facilities" shall mean the clubhouse, pool, walks, landscaping, berm, entrance fountain, street lights, and such improvements or structures from time to time or at any time located or constructed on the Common Area.

Section 1.09: "Declaration" shall mean and refer to this Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Dunraven Subdivision / Dunraven Planned Unit Development, as amended from time to time.

Section 1.10: "Living Unit" or "Unit" shall mean and refer to any building, or a portion thereof unless otherwise defined herein, situated on a Lot on the Property and intended for use and occupancy as a single family dwelling for which an occupancy permit has been issued.

Section 1.11: "Lot" shall mean and refer to any plot of land within the Property that is either identified as a numbered parcel on the Plat of Survey and/or that is improved with a Living Unit and owned by a Person other than the Association. The Common Area shall not be considered a Lot.

Section 1.12: "Member" or "Membership" shall mean and refer to every person or entity holding Membership in the Association as provided in Article II hereof.

Section 1.13: "Occupant" shall mean any person or persons other than the Owner in possession of a Living Unit.

Section 1.14: "Owner" or "Ownership" shall mean and refer to the record holder of fee simple title to any Lot on

the Property, whether such Owner shall be one (1) or more Persons or entities, the beneficiary or beneficiaries of a trust, shareholder of a corporation or partner of a partnership, including contract sellers, but excluding those Persons or entities, other than contract sellers, having any interest merely as security for the performance of an obligation.

Section 1.15: "Person" shall mean and refer to a natural individual, corporation, partnership trustee or other legal entity capable of holding title to real property.

Section 1.16: "Party Wall" or "Party Walls" shall mean and refer to every wall, including the foundations therefore, which is built as part of the original construction of a building and placed on the boundary line between separate Living Units and Lots.

Section 1.17: "Plat of Survey" shall mean those plats of survey and final plats for the Property recorded as Document No. 2005-27038 (original Dunraven Subdivision and Dunraven PUD), Document No. 2010-28118 (First Addition to Dunraven Subdivision), and Document No. 2010-28119 (First Addition to Dunraven PUD) in McLean County, Illinois.

Section 1.18: "Property" means all the land, property and space comprising the Association, all improvements and structures erected, constructed or contained therein or thereon, including buildings, all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, submitted to this Declaration and as legally described in Exhibit "A" attached hereto.

Section 1.19: "Record" shall mean to record in the office of the Recorder of Deeds of McLean County, Illinois.

Section 1.20: "Voting Member" shall mean and refer to the individual for each Lot who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article III.

Section 1.21: "Zero Lot Line Living Unit" shall mean and refer to each Living Unit that has been constructed in a manner in which one Living Unit on a Lot is attached to one or more other Living Units by one or more common Party Walls. Zero Lot Line Living Units may be either "Duplexes" (two units sharing a Party Wall), or "Townhomes" (more than two Zero Lot Line Living Units attached to each other, e.g. the 4-Unit buildings on Glenbridge).

ARTICLE II

MEMBERSHIP

Section 2.01: "Membership"

Every Owner of a Lot shall automatically, upon becoming an Owner and without any further act, be a Member of the Association, subject to the rights and obligations provided herein, in the Articles of Incorporation and the Bylaws, and shall remain a Member of the Association until such time as his or her Ownership ceases for any reason, at which time his or her Membership in the Association shall automatically cease. Each Owner, by acceptance of a deed or other conveyance of a Lot, thereby becomes a Member, whether or not the Declaration or such Membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Ownership of a Lot shall be the sole qualification for Membership in the Association. There shall be one (1) Membership per Lot; the Owners of each Lot shall be entitled to solely one (1) vote for each Lot on any given matter up for Member vote, subject to the voting requirements in the Bylaws. If the Owner of a Lot 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 and shall be referred to as the Voting Member.

Section 2.02: "Change of Ownership"

The Association shall be given written notice of any change of Ownership of a Living Unit or Lot at least ten (10) days in advance of the change by the transferring Owner, and by the new Owner within thirty (30) days after such change. Owners are cautioned that generally real estate transactions require a letter from the Association as to the status of assessments / dues associated with the Living Unit or Lot. The foregoing is not intended to include persons or entities that hold an interest merely for the performance of an obligation, other than contract sellers, but DOES apply to and require notice in the event a current Owner transfers her interest into a related entity, such as a trust, corporation, or limited liability company, or adds or removes any individual Owner from chain of title. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Failure of an Owner to meet this notice requirement may result in the Association not being able to provide timely documentation to the Owner's closing agents, and therefore may delay the closing, and may result in a fine to Owner in an amount to be determined by the Board as may be further provided in rules and regulations that may be adopted by the Board.

ARTICLE III

THE ASSOCIATION

Section 3.01: "In General"

The Association shall be the governing body for all of the Owners for the administration, operation, maintenance, repair and replacement of the Common Area and Community Facilities. The Owners shall be responsible for the care and maintenance of their respective Living Units and Lots pursuant to the terms and conditions contained in this Declaration and as may be further provided in rules and regulations the Board may adopt, except as specified herein.

Section 3.02: "Voting Members"

The voting rights of the Members of the Association shall be vested exclusively in the individual designated as the "Voting Member" for each Lot. The Voting Member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Ownership of a Lot shall be in more than one (1) Person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. Provided however that any Living Unit for which assessments, dues or other amounts remain past due and unpaid at the time of the meeting in which Members will be called to vote, the Owners of said Living Unit shall be deemed to have forfeited their right to vote and shall not be recognized as Voting Members.

Section 3.03: "Board of Directors" or "Board"

The Board of Directors (the "Board") shall consist of that number of directors provided for in the Bylaws, each of whom shall be an Owner and a Voting Member. 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 Articles of Incorporation and Bylaws of the Association.

Section 3.04: "Voting Rights"

All of the voting rights at any meeting of the Association shall be vested in the Voting Members, and in any given matter up for Member vote, there shall be one (1) vote per Lot only. Voting Rights are more particularly as provided in the Association Bylaws.

Section 3.05: "Director and Officer Liability"

Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such director or officer.

Section 3.06: "Representation"

The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area and Living Unit exteriors.

Section 3.07: "Dissolution"

To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners as undivided tenants in common.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS

Section 4.01: "Property Ownership"

- A. Title to all roads except as hereinafter provided, open spaces, parks and attendant properties will be held in the name of the Association for the mutual benefit of all Members of the Association.
- B. All streets adjoining the Property will be owned and maintained by the City of Bloomington. Snow removal and cleaning of the streets are also the responsibility of the City of Bloomington, but see subsection D. herein.
- C. All concrete service walks within the Lots are the property of the Owner of each respective Lot and shall be maintained by each respective Owner.
- D. Notwithstanding the foregoing, the Association shall provide for snow removal from the driveways and sidewalks within the Lots that have Living Units, and may, but is not required to, provide for snow removal from the streets adjoining the Property.
- E. The Association shall mow and maintain the grass, landscaping and other plantings in the Common Area and the Lots, except that the Developer shall mow and maintain its undeveloped Lots.

F. The open space on the Property shall be available for use by anyone residing on the Property, subject to such rules and regulations as may be adopted by the Association. The open spaces are totally private and are restricted to use by residents of the Property and their guests, providing a resident accompanies their guests. No unlicensed motor vehicles shall be permitted on the Property.

Section 4.02: "Conveyances Subject to Declaration"

All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Property. Any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document, regardless of whether a specific reference is made in such instrument to this Declaration.

Section 4.03: "Access Easement"

Each Owner shall have an easement for ingress and egress to his or her Lot over and across the Common Area and Community Facilities. Such easements shall be appurtenant to and shall pass with title to every Lot.

Section 4.04: "Easements of Enjoyment"

Every Owner, or Occupant (as to Living Units that are not Owner-occupied), and Owner's/Occupant's permitted guests and tenants, shall have the non-exclusive right and easement to use and enjoy the Common Area, which right and easement shall include but not be limited to easements for pedestrian ingress and egress, and use of open spaces upon the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, shall be governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Bylaws and the reasonable rules and regulations from time to time adopted by the Association, and shall be 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 Owners/Occupants;
- C. 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 the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast at least two-thirds (2/3) of the total votes in the Association has been recorded, agreeing to such dedication or transfer, and unless a written notice of the proposed action is communicated to every Member not less than thirty (30) days nor more than sixty (60) days in advance;
- D. The right of the Association to suspend the voting rights, and privileges of enjoyment of common amenities such as the pool and clubhouse, of a Member or Occupants of the Member's Lot(s) or Living Unit(s), for any period during which any assessment against his Lot(s) remains unpaid; and for a period not to exceed thirty (30) days after the Member's account is paid current, including payment of any fines, fees, or costs that are due, for any infraction of its published rules and regulations; assessments / dues.
- E. The right of the Association to levy as provided in this Declaration;

F. The right of the Association to change, improve, or modify the Common Area and to mortgage or otherwise encumber same, or any portion thereof, to secure any indebtedness or obligation of the Association, whether or not the proceeds of such mortgage or encumbrance shall be used for the improvement of the Common Area;

G. The rights of the Association reserved under this Declaration.

Section 4.05: "No Dedication to Public Use"

Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 4.06: "Easement for Encroachment"

In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Living Unit, any improvement which is intended to service and/or be part of the Living Unit shall encroach upon any part of any other Living Unit or upon the Common Area or any improvement to the Common Area shall encroach upon any part of a Living Unit, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his or her agent.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

Section 4.07: "Utility Easements"

The City of Bloomington and all public and private utilities (including cable companies) serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing the Property with utilities and storm water drainage service, provided that no easement extends to any area either now or hereafter improved with a permanent structure so long as such improvement shall have been made prior in time to location of said conduits, cables, pipes, mains, ducts, sanitary and storm sewers, drainage ways and swales, wires and other equipment on said improvement site.

Section 4.08: "Association Easement"

Each Lot and Living Unit exterior is hereby declared to be subject to an easement and right to and in favor of the Association and each of its employees, agents and instrumentalities to go upon such Lot and Living Unit exterior for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

ARTICLE V

COVENANT FOR ASSESSMENTS / DUES

Section 5.01: "Creation of Lien and Personal Obligation"

Each Owner of a Living Unit, excluding the Association, by acceptance of a deed therefor, whether or not it shall be so

expressed in any such deed or other conveyance and whether or not the Living Unit is occupied by any Occupant, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Living Unit owned by such Owner, all assessments / dues and charges levied pursuant to this Declaration and the Bylaws. Such assessments / dues, together with such interest, costs, property manager fees, charges and/or expenses, and reasonable attorney's fees and costs incurred in the collection thereof, as hereinafter provided, and shall be a charge and a continuing lien upon the Living Unit against which such assessment is made. Each such assessment, together with such interest, costs, property manager fees, charges and/or expenses, and reasonable attorney's fees and costs incurred in the collection thereof, shall also be the continuing personal obligation, jointly and severally, of any person who was an Owner of such Living Unit at the time when the assessment was or became due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

Section 5.02: "Purpose of Assessments / Dues"

The assessments / dues levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of the Members, to administer the affairs of the Association, to pay the Common Expenses, to accumulate reserves for any such expenses, and, in particular, for the improvement, maintenance, conservation, beautification and administration of the Common Area, Community Facilities and mowing, landscaping and snow removal as identified herein. The provisions of this Section shall not restrict or limit the Association's right to adopt charges or fees for the use of the Community Facilities as provided for elsewhere in this Declaration and/or the Bylaws.

Section 5.03: "Assessment Procedure-Annual Assessments / Dues"

A. The Annual Meeting shall be held in the 4th Quarter of each year pursuant to the Association Bylaws at which time the budget for the next fiscal year shall be approved. A copy of the proposed budget is generally provided to all Owners prior to the Annual Meeting, in the packet containing the notice of the meeting. The Board shall reasonably determine prior to the Annual Meeting the total amount necessary to pay all estimated expenses during the ensuing fiscal year with reasonable explanations and itemizations. The budget shall also include annual assessments / dues for the ensuing year.

B. The failure or delay of the Board to prepare or serve the proposed annual budget on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay assessments / dues, as provided in this Declaration, whenever the same shall be determined, and in the absence of any annual estimated assessment amount, the Owner shall continue to pay his or her assessment when due at the existing rate established for the previous period until the next assessment, or installment thereof, which is due at least thirty (30) days after such new annual budget shall have been delivered.

Section 5.04: "Itemized Accounting"

Within one hundred and twenty (120) days after the end of each fiscal year, the Board shall supply to all Owners an itemized accounting of actual expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net amount over or short of the actual expenditures plus reserves.

Section 5.05: "Special Assessments"

A. Special assessments may be levied by the Board to defray the expense, in whole or in part, of: (i) any alterations, additions or improvements to the Common Area or any other property owned or maintained by the Association, or (ii) any unforeseen or unexpected expenses not set forth in the annual budget.

B. Whenever the Board shall determine that there exists a need for levying a special assessment, the Board shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed

special assessment. All special assessments must be approved by a majority of the Board. The Board shall deliver a copy of the resolution to all Owners. The Board shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the resolution to consider the special assessment. At said meeting, the provisions found in Section 4 of the Bylaws shall apply.

C. Provided however, that special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of Subsection B. or D. of this Section 5.05. As used in this Section 5.05, "emergency" means an immediate danger to the structural integrity of the Common Area and/or Community Facilities or to the life, health, safety, or property of the Owners.

D. Provided further, however, that any proposed special assessment (other than an emergency as per subsection C) shall be subject to the approval of Voting Members representing at least two thirds (2/3) of the total Lots.

Section 5.06: "Uniform Assessment"

Both annual and special assessments must be fixed at a uniform rate for all Living Units, unless otherwise provided in this Declaration.

Section 5.07: "Capital Reserve"

The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area and Community Facilities, and for fulfilling the Association's duties (mowing, landscaping, snow removal, etc.) (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned by the Association, and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment / dues, as applicable, that shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the annual assessment / dues, as applicable, paid by such Owner.

Section 5.08: "Subordination of Lien to Mortgages"

The lien for assessments / dues and other charges provided for in Section 5.01 of this Article V shall be subordinate to any mortgage on the Lot that was recorded prior to the date that any such assessments / dues and other charges became due. Except as hereinafter provided, the lien for assessments / dues and other charges as per Section 5.01 herein shall not be affected by any sale or transfer of a Lot or Living Unit. Where title to a Lot or Living Unit is transferred pursuant to a decree of foreclosure of a mortgage or by deed or assignment in lieu of foreclosure of a mortgage, such transfer of title shall extinguish the lien for unpaid assessments / dues or other charges that became due prior to the date of the transfer of title, provided that the Association is duly noticed of the proceeding and given due process to be heard as a lienholder. However, such sale or transfer shall not relieve the Lot or Living Unit from liability for any assessments / dues or installments thereafter becoming due. Further, the transferee(s) of the Lot or Living Unit shall be personally liable for his or her share of the assessments / dues or other charges with respect to which a lien against his or her Lot or Living Unit has been extinguished pursuant to the preceding sentences where such assessments / dues or other charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised annual assessments / dues or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot or Living Unit, as provided in this Article.

Section 5.09: "Association Rights Upon Non-Payment of Assessments / Dues"

Any assessments / dues (or installments thereof), other charges or expenses, including, but not limited to, annual

assessments / dues, special assessments and duly imposed fines, which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent and the Board shall have the right to assess a late fee for the delinquent payment. Additionally, if any assessments / dues, charge or expense is not paid within thirty (30) days after the delinquency date, the Board shall have those rights and remedies to enforce such collection as shall be provided or permitted by law and equity including, but not limited to, bringing suit for and on behalf of the Association to enforce collection of the amount due, the costs of said suit, and other fees and expenses together with interest, including, but not limited to, reasonable attorneys' fees and managing agent fees and costs associated with collection of unpaid assessments / dues. Without limiting the foregoing, if any Owners shall fail to pay any assessments / dues, charges or expenses required to be paid, the Board shall have such rights and remedies:

A. The right to enforce the collection of such defaulting Owner's assessments / dues, charges or payments, together with interest thereon, and all fees and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;

B. The right to foreclose the lien created in favor of the Association for unpaid assessments / dues and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 5.01 of this Article V. The Board, acting on behalf of the Association and the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and

C. The right to take possession of such defaulting Owner's interest in their Living Unit and Lot to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Forcible Entry and Detainer (Eviction) Act (735 ILCS 5/9-101 et. Seq.) as amended, and to execute leases of such defaulting Owner's interest in their Living Unit and Lot and apply rents derived therefrom against such unpaid assessments / dues, charges, or expenses.

Section 5.10: "No Waiver of Liability"

No Owner may waive or otherwise escape liability for assessments / dues provided for in this Declaration by non-use of the Common Area or non-use or abandonment of his or her Living Unit.

Section 5.11: "Proof of Payment"

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

ARTICLE VI

MAINTENANCE OF PROPERTY

Section 6.01: "Maintenance by the Association"

The Association shall furnish the following and the cost thereof shall be Common Expenses:

A. Construction, repair, maintenance, improvement and replacement of the Common Area and all Community Amenities and improvements located thereon (including, but not limited to, landscaping and snow removal from the sidewalks in the Common Area);

B. Maintenance, repair and replacement of the Common Area, including but not limited to, the detention basin area,

C. Snow removal from all sidewalks, driveways, entry walks and front entry stoops on the Living Units and Common Area, as well as from the adjoining public streets to the extent such snow removal is not performed by the City of Bloomington;

D. Maintenance, repair, replacement, improvement, and care of grass areas including watering, ,;

E. Maintenance, repair and replacement of those utilities or portions thereof which are not maintained by a public or quasi-public utility;

Section 6.02: "Maintenance by Owners"

A. Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his or her Living Unit and Lot, and shall keep his Living Unit and Lot in good condition and repair. Without limiting the previous sentence in any manner, each Owner shall be responsible for the maintenance, repair and replacement of all portions of his or her Living Unit, both interior and exterior, that are not specifically made the responsibility of the Association or someone else by the terms of this Declaration.

B. Specifically, but without limiting the preceding paragraph of this Section in any way, each Owner shall be responsible for maintaining, repairing, replacing and caring for the following items on such Owner's Lot and Living Unit located on the Owner's Lot,

1. Exterior maintenance, repair and replacement of the Owner's Lot and Living Unit, to comply with the original design of the building and architectural standards,
2. Maintenance, repair and replacement of all driveways (including sealcoating), entry walks and entry stoops on Lots,
3. Maintain, repair, replace and care for roofs,
4. Maintain, repair, replace and care for gutters and downspouts,
5. Maintain, repair, replace and care for soffit, fascia, trim and shutters,
6. Maintain, repair, replace and care for wood, vinyl and/or brick siding,
7. Maintain, repair, replace and care for fireplace chimney caps,
8. Maintain, repair, replace and care for structural foundation walls,
9. Maintain, repair, replace and care for decks and pergolas including staining and/or painting,
10. Maintain, repair, replace and care for patios located on the portion of a Lot of a Living Unit,
11. Maintain, repair, replace and care for external sump pump discharge,
12. Interior structural above grade walls,
13. Interior structural above grade roofs,
14. Structural Living Unit common walls,
15. Living Unit interior water damage;
16. The plumbing, electrical and heating systems, fireplace inserts, chimney liner and flue serving the Owner's Living Unit,
17. Garage doors;
18. Garage door openers;
19. Entry doors and storm doors,
20. Stoop railings and handrails,
21. Window frames and sashes,
22. Window, door and skylight panes,
23. Storm windows and screens,
24. Sliding glass door frames and stills,
25. Sliding glass door screens,
26. Skylight flashing,
27. Furnace flue,

28. Television, cable and phone lines serving the Owner's Living Unit,
29. All exterior light bulbs,
30. External water faucets,
31. Snow removal from patios and decks,
32. Air conditioner units serving the Owner's Living Unit; and
33. Maintenance of the mailboxes and posts around the post for each Living Unit.

C. If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Living Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Living Units in the Property or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action,

1. Advise the Owner of the work that must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and
2. If the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or enter upon such Owner's Living Unit exterior and/or Lot to cause such work to be done and the cost thereof shall be a charge payable by the Owner to the Association upon demand in the same manner as unpaid assessments / dues.

Section 6.03: "Willful and Negligent Damage"

To the extent that any damage is caused or any maintenance or repairs are required due to the willful or negligent conduct of an Owner, his or her family, tenants, servants, pets, guests or invitees, the cost of such maintenance and repair, and any damage, shall be added to and become a part of the assessment to which such Owner's Lot or Living Unit is subject and the Association shall have a lien upon said Lot and Living Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments / dues levied hereunder when due, as herein provided.

ARTICLE VII

PARTYWALLS AND ROOFS AND DRIVEWAYS OF ZERO LOT LINE LIVING UNITS

Each Owner shall be subject to the following limitations and restrictions with respect to Party Walls constructed within the Property as follows:

Section 7.01: "General Rules Apply"

Party Walls shall have the meaning given to them in Article I of this Declaration, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 7.02: "Rights in Party Wall"

The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in equal shares, unless otherwise provided herein.

Section 7.03: "Damage to Party Wall"

A. If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Living Unit which is adjacent to such Party Wall, or his or her agents, servants, tenants, guests, invitees, licensees, or members of his

or her family, irrespective of whether such act is willful, negligent or accidental, then such Owner shall forthwith proceed to rebuild or repair said Party Wall to as good a condition as such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Living Unit.

B. Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Living Unit which is adjacent to such Party Wall, or his or her agents, servants, tenants, guests, invitees, licensees, or members of his or her family, shall be rebuilt or repaired by the Owners of the adjacent Living Units to as good a condition as such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible.

C. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section 7.03, to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section 7.03 and the cost thereof shall be charged to such Owner as his or her personal obligation and shall be a continuing lien on the Owner's Lot and Living Unit.

Section 7.04: "Alteration to Party Wall"

Any Owner of a Living Unit who proposes to modify, rebuild, repair or make additions to his or her own Living Unit or any structure upon his or her Living Unit in any manner that requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Living Unit and the Board, in addition to meeting the other requirements that may apply, including, without limitation, the provisions of this Declaration, the Bylaws, and any rules and regulations passed by the Board.

Section 7.05: "Roof, Driveway, or Siding Repair/Replacement for Zero Lot Line Living Units"

Should a Zero Lot Line Living Unit Owner determine that it is necessary to perform maintenance or replace the roof or driveway of such Living Unit, due to storm damage or normal wear and tear, the Owner shall notify the other Owners of Living Units in the same building or sharing in the use of said driveway and the Association, and the Owners of Living Units within that building shall endeavor to replace the entire roof or driveway for all adjoining Zero Lot Line Living Units in that building or using that driveway at the same time, sharing in the cost pro rata for the corresponding share for each. Should the Owners not be able to agree to the terms and conditions for this, one (1) or more of the Owners may notify the Association and the other Owners that they are unable to agree and therefore initiating the arbitration process as provided in Section 7.07 hereinafter.

A. Roofing, driveway, and siding materials of adjoining units must be identical including but not limited to color, style, texture, and in harmony and conformity with the other existing units.

Section 7.06: "Contribution"

Should any Owner incur expenses in connection with the reconstruction, repair or maintenance provided for in this Article, which expenses should, by the terms of this Article or any general rule of law pertaining to Party Walls, roofs, or driveways, be borne by the Owner of the other Living Unit contiguous to such Party Wall, roof, or driveway in whole or in part, the Owner incurring such expenses shall have a right of contribution from such other Owner, which right shall be appurtenant to the land and pass to such Owner's successors in title.

Section 7.07: "Arbitration"

In the event a disagreement should arise with respect to the use, repair, reconstruction or maintenance of a Party Wall, roof, or driveway, the adjoining Owners shall select an arbitrator, whose decision shall be in compliance with Section 7.05 subsections (a) and (b) and shall be binding on the Owners. In the event they are unable to agree on an arbitrator, each such Owner shall select an arbitrator and the two (2) arbitrators so selected shall select a third arbitrator. A determination of the matter by any two (2) of the three (3) arbitrators so selected shall be binding upon all Owners and

parties in possession. The cost of arbitration shall be borne by the Owners equally, unless the arbitrator(s) finds just cause to require one Owner to bear a greater share or all of such cost.

Section 7.08: "Unenforceability of Private Agreements"

No private agreement of any adjoining Owners shall modify or abrogate any of the provisions contained in this Article, which shall be binding upon the heirs, administrators, successors and assigns of the Owners; but no person shall be liable for any act or omission respecting such provisions, except such as took place while such person was an Owner.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.01: "Common Area"

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Common Area, nor shall any exterior addition to or change or alteration therein be made unless and until written plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design, color and location in relation to surrounding structures and topography by the Board, or by the ARC.

Section 8.02: "Living Units and Living Unit Exteriors"

Other than new construction by the Developer, all new construction on Lots requires current and future building plans to be submitted to the ARC for confirmation that the building plans comply with the Association building plans of record, before commencing construction.

No additions, alterations or improvements (including but not limited to exterior color or materials of a Living Unit, fences, enclosures, dog runs, sheds, playground and recreation equipment, swimming pools, hedges, trees, bushes, other mass plantings, or excavation) shall be made to any Lot, Living Unit exterior or any part of the Living Unit that is visible from outside the Living Unit by an Owner without the prior written consent of the ARC. If an addition, alteration or improvement that requires ARC consent hereunder is made to a Lot, Living Unit or Living Unit exterior by an Owner without the prior written consent of the ARC, then the Board may, at its discretion, take any of the following actions:

- A. Require the Owner to remove the addition, alteration or improvement and restore the Lot, Living Unit or Living Unit exterior to its original condition, all at the Owner's expense; or
- B. If the Owner, after notice, refuses or fails to properly perform the work required under subsection (a) hereof, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- C. Ratify the action taken by the Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions that it may impose upon the giving of its prior consent under this Section.

Section 8.03: "Satellite Dishes and Antennas"

No radio or television antennas or satellite dishes shall be affixed or placed upon or on any portion of the Common Area without the prior written consent of the Board. The placement, installation and use of antennas and satellite dishes on or upon the Living Unit exteriors shall be subject to any applicable provisions of the rules and regulations adopted by the Board. This provision, however, is not intended to interfere with the Owners' rights to adequate

reception under the 1996 Telecommunications Act or other present, or future, federal or Illinois statute.

ARTICLE IX

INSURANCE

Section 9.01: "Comprehensive Liability Insurance"

The Association shall be responsible for procuring and maintaining comprehensive general liability insurance, including liability for injuries to and death of persons in an amount not less than one million dollars (\$1,000,000.00) per occurrence, and property damage, in such limits as the Board shall deem desirable, and other liability insurance as the Board may deem desirable insuring the Association from liability in connection with the ownership and/or use of the Common Area. The Owners shall be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area.

Section 9.02: "Fire and Extended Coverage Insurance"

The Association shall be responsible for maintaining such policies of insurance for the Common Area and Community Facilities against loss or damage by fire and such other hazards contained in a customary "all risk" policy for an amount not less than one hundred percent (100%) of the full insurable replacement cost of the Common Area, Community Facilities and the improvements thereon. The insurance policy shall also name as insured's the Association's agents, officers, employees, and each Owner.

Section 9.03: "Owner Insurance"

Each Owner shall maintain at his or her own cost and expense such insurance with respect to (i) personal liability for acts and occurrences upon his or her Lot and within his or her Living Unit, (ii) physical damage losses for personal property and the contents of his or her Living Unit and Lot, and (iii) physical damage losses for any improvements, additions or betterments installed either by a Person or entity, other than as a part of initial construction of any Living Unit, made inside his or her Living Unit or on the Lot. The Association shall have no obligation in connection therewith.

Section 9.04: "Directors and Officers Liability Coverage"

The Association shall obtain directors' and officers' liability coverage at a level deemed reasonable by the Board. Directors' and officers' liability coverage shall extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986 (805 ILCS 105/101 et. seq.) or the Declaration and Bylaws.

Section 9.06: "Other Types of Insurance"

The Association shall have the right, but not the obligation, to obtain any other insurance including, but not limited to, workers compensation, employment practices, environmental hazards, and equipment breakdown insurance, that the Board considers appropriate to protect the Association, the Owners, the officers, the directors, or the agents of the Association.

Section 9.07: "Rebuilding"

In the event of damage to, or destruction of, any Living Unit by fire or other casualty, the Owner thereof shall, within one hundred and twenty (120) days after such damage or destruction, unless prevented by inclement weather and in such event at the earliest possible time thereafter, repair or rebuild the same in a substantial and

workmanlike manner and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Living Unit exteriors, when rebuilt, shall be of the same or substantially similar architectural design, materials and exterior colors as the Living Unit exteriors prior to such damage or destruction.

Section 9.08: "Association Right to Rebuild"

In the event that any Owner shall fail, within one hundred and twenty (120) days after the occurrence of damage or destruction as per Section 9.07 herein, to perform the necessary repair or rebuilding, then the Association may cause such repairs or rebuilding to be furnished, provided and installed in the manner as provided in Section 9.07. In such case, the Association shall have, and is hereby given, a continuing lien on such Living Unit and Lot in the aggregate amount of (a) the cost of such repair or rebuilding, and (b) reasonable attorneys' fees, managing agent fees, administrative costs and any court or other costs incurred by the Association in connection therewith. The lien upon the Living Unit and Lot shall be a claim against the Owner, his or her heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully pay the Association, as aforesaid, the lien may be foreclosed by the Association against the Living Unit and Lot and/or the Association may pursue all legal and equitable remedies available to it in the same manner as hereinafter provided in connection with unpaid assessments / dues. The Association's lien hereunder shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Living Unit and Lot.

ARTICLE X

USE RESTRICTIONS

Section 10.01: "Residential Uses Only"

The Property is hereby restricted to Zero Lot Line Living Units that are residential dwellings, and ancillary and accessory uses and buildings in connection therewith, including parking garages on the Lots. No subsequent buildings or structures, other than Zero Lot Line Living Units, shall be built on any Lot. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No sign, awning, canopy, shutter, air-conditioning unit or radio antenna shall be affixed to or placed upon the exterior walls or roof of any Living Unit or any part thereof, without the prior written consent of the Board.

Section 10.02: "Pets/Animals"

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that a total of three (3) household pets (dogs, cats, or other household pets) may be kept in Living Units, subject to rules and regulations as may be adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes and providing further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board to the Owner of the Living Unit containing such pet and the decision of the Board shall be final. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Living Units and on the Lots, which may include prohibiting certain species of pets and animals from being kept in the Living Units and on the Lots and (b) use of the Common Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his or her pet. Lot Owners are advised that it is a criminal offense in Illinois (in addition to a violation of these Covenants) to possess any "Dangerous Animal," or "Primate," as defined by Section 48-10 of the Illinois Criminal Code, as that statute may be amended from time to time.

Section 10.03: "Signs"

No more than one (1) "for sale" or sign of not more than four (4) square feet may be placed on any Lot, and no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property.

Section 10.04: "No Commercial Activities"

The Living Units shall be used only for residential purposes as a private residence. No commercial activities that generate excessive traffic in and out of units, cause noise nuisances, and other general disturbances shall be conducted in any building, Lot, or on any portion of the Property, in the sole and reasonable discretion of the Board. Notwithstanding the foregoing, this Section 10.04 shall not be construed in such a manner as to prohibit an Owner from

- A. Maintaining his or her personal professional library in his or her Living Unit;
- B. Keeping his or her personal, business or professional records or accounts in his or her Living Unit; or
- C. Handling his or her personal, business or professional telephone calls or correspondence in his or her Living Unit.
- D. Community garage sales are limited to two (2) per year, one in spring and one in fall. No individual garage sales are permitted.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of this Section 10.04.

Section 10.05: "Unsightly Uses"

Any and all equipment, garbage cans and recycle bins shall be stored only in an Owner's garage in a manner such that these items are not visible from neighboring Living Units or the street. The Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Garbage containers cannot be put on the curb before 2:00 p.m. Monday and must be removed from the curb by 9:00 a.m. Wednesday, per City of Bloomington ordinance.

Section 10.06: "Parking"

Campers, tractor trailers and other trucks weighing more than one ton, mobile homes, snowmobiles, inoperable vehicles, boats, or buses shall not be permitted to park anywhere on the Property except in garages. This restriction shall not apply to service vehicles serving the residents of the Property or the Developer. For purposes of this Section, the Board shall make the sole determination whether or not a vehicle is a service vehicle servicing the residents of the Property. In addition, all vehicles on the Property must be properly licensed and display current state vehicle registration tags at all times. No more than two (2) permitted vehicles (cars/vans/pickup trucks) may be parked on any driveway at any given time, except as otherwise provided in the rules and regulations adopted by the Board or by special permission. Any vehicle that is found to be in violation of this Section may be towed at the direction of the Association and at the expense of the owner of such vehicle.

Section 10.07: "Obstructions"

There shall be no obstructions or changes of the Common Area or Community Facilities, and nothing shall be stored in the Common Area without the prior written consent of the Board.

Section 10.08: "No Impact on Insurance"

Nothing shall be done or kept in any Living Unit which will increase the rate of insurance on a building or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Living Unit which will result in the cancellation of insurance on the Living Unit or contents thereof, or which would be in violation of the law. No waste or hoarding shall be committed.

Section 10.09: "No Noxious or Offensive Activity"

No noxious or offensive activity shall be conducted on the Property, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

Section 10.10: "Storm Doors"

No storm door may be installed on the front door of a Living Unit without the prior written approval of the Board. All storm doors must be sandstone or a color to match the building.

Section 10.11: "Front Lawns"

There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, sand boxes, or chairs on the front lawns, parkways, sidewalks of any Lots, and there shall be no playground equipment or swimming pools on the Property except as constructed or furnished by the developer of the Property or the Association.

Section 10.12: "Rules and Regulations"

The use and enjoyment of the Common Area, Community Facilities, Lots, Living Units and Living Units exteriors shall at all times be subject to reasonable rules and regulations as may be duly adopted by the Board from time to time.

Section 10.13: "Leasing of Living Units"

The occupancy and leasing of the Living Units shall be subject to the following provisions:

A. Each Owner shall occupy and use his or her Living Unit as a private dwelling. Rental or leasing of the Living Units is prohibited, except as hereinafter provided. For purposes of this Section, rentals or leasing to a member of the Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association.

B. Existing investor Owners are grandfathered in as to the Living Units they currently own as of the date of this Fourth Amended Declaration, and can continue renting their currently rented Living Units. Paragraph (a) of this Section 10.13 shall not apply to any Living Units which are not Owner occupied as of the effective date of this Declaration and such Living Units may continue to be leased, provided all other rules and regulations are followed and assessments are paid and in good standing. A list of these grandfathered Living Units is attached hereto and incorporated by reference as Exhibit C. However, when the Ownership of a Duplex Living Unit grandfathered by this provision is conveyed, sold, transferred or otherwise hypothecated, the restrictions and prohibitions contained in paragraph (a) of this Section shall apply to any future Owner of such Living Unit.

C. The Association shall be exempt from any lease restrictions provided in paragraphs (a) and (b) of this Section 10.13, pursuant to the Illinois Forcible Entry and Detainer (Eviction) Act (735 ILCS 5/9-101 et. seq.) for the purposes of collecting delinquent assessments / dues, costs, fees and other properly assessed expenses to the Living Unit and Lot.

D. All Owners leasing their Living Units shall deliver to the Board in writing such information such as names, addresses, phone numbers, email addresses, and emergency contact information for the tenants leasing these Living Units, in a manner or form to be determined by the Board, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. Additionally, all leases of Living Units shall have an initial term of not less than one (1) calendar month. In the event that the Owner fails to comply with such leasing requirements, the Association may seek to evict a tenant from the Living Unit under Article IX of the Code of Civil Procedure. Furthermore, all provisions of the Declaration, Bylaws and any Rules and Regulations adopted by the Association shall be applicable to any Person leasing a Living Unit and shall be deemed to be incorporated in any lease executed or renewed. It is the Owner's responsibility to ensure that his/her tenants abide by the Declaration, Bylaws, and any Rules and Regulations, for purposes of enforcing same, any fine or other enforcement remedy specified in this Declaration, the Bylaws, or any Rules and Regulations shall be enforced against the Owner of the Lot and Living Unit, jointly and severally, regardless of whether the violation in question was caused by that Owner, his/her tenant, invitee, guest, agent, heirs, or assigns. Notwithstanding the foregoing, the Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or Bylaws.

ARTICLE XI

REMEDIES

Section 11.01: "Enforcement"

In addition to all other rights herein granted to the Association, the Association or any Owner, their successors or assigns, shall have the right to enforce the provisions of this Declaration, Bylaws and rules and regulations of the Association by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any such provisions, and further shall have the right to levy a fine against such Person or Persons. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association or any Owner to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. Any Owner seeking to enforce its rights pursuant to this section must first notify the Association in writing at least 30 days prior to proceeding with any "self help" enforcement, and proceed with such enforcement at that time only if the Association fails to respond or take action. All expenses incurred by the Association in connection with any such proceedings, including, but not limited to reasonable attorney's fees, court costs and Managing Agent fees incurred by the Association in prosecuting such action shall be charged to and assessed against any Owner violating any such provisions, jointly and severally, and shall be added to and deemed a part of his or her assessment and constitute a lien on his or her Lot and Living Unit and be enforceable as provided in Article V of this Declaration.

Section 11.02: "Fees Associated with Mortgage Foreclosure"

All expenses and fees, including, but not limited to, Managing Agent fees, attorney's fees and court costs, incurred by the Association as a result of the Association being included as a defendant in a mortgage foreclosure action shall be assessed back to the Owner sued in such foreclosure action and become part of that Owner's assessment account.

Section 11.03: "Board Self Help"

In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Bylaws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days prior written notice to the Owner, shall have the right to enter upon that part of the Property, including, but not limited to, any Lot and/or Living Unit exterior, where the violation or breach exists to remove or rectify the violation or breach at the expense of the Owner in violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; provided, that, if the violation or breach exists within a Living Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.

ARTICLE XII
GENERAL PROVISIONS

Section 12.01: "Severability"

If by legislation, judgment or court order, any portion of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration shall be deemed unconstitutional, invalid, or unenforceable, then such determination shall in no way affect any other provisions of this Declaration and all provisions of this Declaration not so affected shall remain in full force and effect.

Section 12.02: "Duration"

Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in this Article.

Section 12.03: "Amendment"

The provisions of this Declaration may be amended by a written instrument executed and acknowledged by the Association and the Owners of not less than two-thirds (2/3) of the Lots which are subject to the provisions of this Declaration. No such amendment shall be effective unless and until Recorded in the Office of the Recorder of Deeds of McLean County, Illinois.

Section 12.04: "Notices"

Any notice required or desired to be given under the provisions of this Declaration, the Bylaws or the rules and regulations to any Owner shall be deemed to have been properly delivered and communicated when emailed, hand delivered, or deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his or her last known address, all as shown on the records of the Association at the time of such mailing.

Section 12.05: "Binding Effect"

Each Owner covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every document affecting title to any Lot or Living Unit.

Section 12.06: "Headings/Captions"

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

Section 12.07: "Title Holding Trust"

In the event title to any Lot or Living Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot or Living Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments and other charges against such Lot or Living Unit and for the performance of all agreements, covenants and

undertakings chargeable or created under this Declaration against such Lot or Living Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation so long as the Trustee provides a copy of the trust and discloses the names and last known addresses for the beneficiaries, unless the trustee is the Owner or settlor (for example, a self-settled trust). The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and Living Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot or Living Unit.

Section 12.08: "Rule Against Perpetuities"

If, and to the extent that, any of the covenants contained in this Declaration would otherwise be unlawful or void for violation of:

- A. The rule against perpetuities;
- B. The rule restricting restraints on alienation, or
- C. Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Donald Trump, the Forty-Fifth (45th) President of the United States, living at the date this Declaration is Recorded.

Section 12.09: "Liberal Construction"

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class residential community.

Section 12.10: "Waiver and Release of Claims"

Each Owner hereby waives and releases any and all claims which he or she may have against any other Owner, Occupant, the Association, its officers, members of the Board, the Managing Agent, if any, and their respective employees and agents, for damage to the Common Area, Community Facilities, the Lots, the Living Units, the Living Unit exteriors, or to any personal property located in the Lots, Living Units, Common Area or Community Facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

Section 12.11: "Gender Neutrality"

Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the feminine gender shall include the masculine, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular.

This instrument was prepared by:
MUELLER, REECE & HINCH, LLC
404 North Hershey Road
Suite C
Bloomington, Illinois 61704

STATE OF ILLINOIS }
COUNTY OF McLEAN } SS

The undersigned is President of Dunraven Homeowners Association, Inc. and by my signature below, do hereby execute the foregoing Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development on behalf of the Board and certify that Owners of at least two-thirds (2/3) of the total Lots have approved the adoption of said instrument.

EXECUTED this 8th day of April, 2019.



Being the President of the Board of Directors of Dunraven Homeowners Association, Inc.

I, Whitney Leifheit, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Dunraven Homeowners Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

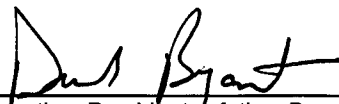


BY: Whitney Leifheit

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

The undersigned being the President of the Board of Directors of Dunraven Homeowners Association, Inc., established by the aforesaid Declaration, and by his/her signature below, do hereby certify that the foregoing Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development on behalf of the Board was delivered to all Owners of Lots in the Association no less than 10 days nor more than 30 days prior to the March 27, 2019 special meeting, that any revisions approved by members at the meeting were delivered to all Owners of Lots in the Association within 24 hours of the meeting, and that members who had voted by advance ballot had full notice and opportunity to confirm in writing whether or not they wished to change the vote made in their advance ballot, in light of the revisions approved by the members at the meeting.

EXECUTED this 8th day of April, 2019.



Being the President of the Board of Directors of Dunraven Homeowners Association, Inc.

I, Whitney Leifheit, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Dunraven Homeowners Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.



BY: Whitney Leifheit

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

The undersigned is President of Dunraven Homeowners Association, Inc. and by my signature below, do hereby execute the Amended and Restated Bylaws of the Dunraven Subdivision / Dunraven Planned Unit Development, which are attached as Exhibit "B" to the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development on behalf of the Board and certify that such Amended and Restated Bylaws of the Dunraven Subdivision / Dunraven Planned Unit Development were approved by the affirmative vote in excess of a majority of the Members, at the March 27, 2019 special meeting and by submission of written ballots prior to or as per procedure adopted at the meeting.

EXECUTED this 8th day of April, 2019.



Being the President of the Board of Directors of Dunraven Homeowners Association, Inc.

I, Whitney Leifheit, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Dunraven Homeowners Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.



BY: Whitney Leifheit

Exhibit A

Association Legal Descriptions
Page 1 of 5

2005-27037

A part of the West Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Southwest Corner of Lot 301 in the Links at Ireland Grove Road Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence west 60.00 feet along the South Line of Glenbridge Road in said Subdivision to the Southwest Corner thereof; thence north 16.00 feet along the West Right-of-Way Line of said Glenbridge Road which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the South Right-of-Way Line of Ballybunion Road in said Subdivision; thence west 470.00 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 10 in said Subdivision; thence south 907.00 feet along the East Line of said Lot 10 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 180.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 3.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 120.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence south 6.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence east 230.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a point lying 150.00 feet normally distant west of the East Line of the West Half of the Northeast Quarter of said Section 18 and 894.00 feet south of the Point of Beginning; thence north 894.00 feet along a line parallel with said East Line and which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 11.02 acres, more or less.

This property has been subdivided into 66 lots, numbered 1 through 66, inclusive, one outlot, numbered 122, the streets and easements as shown. Said Subdivision is to be known as "Dunraven Subdivision" in the City of Bloomington, McLean County, Illinois.

EXHIBIT "A"

Legal for Dunraven Subdivision recorded Sept. 15, 2005
as Document No. 2005-00027037

Exhibit A
Legal Description
Page 2 of 5

EXHIBIT A

A part of the West Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, and a part of Outlot 317 in the First Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Southwest Corner of Lot 20 in Dunraven Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence east 180.00 feet along the South Lines of Lot 20 and Dunraven Road to the Southeast Corner of thereof; thence north 3.0 feet along the East Line of said Dunraven Road which forms an angle to the left of 270-00'-00" with said South Lines to the Southwest Corner of Lot 21 in said Dunraven Subdivision; thence east 120.00 feet along the South Line of said Lot 21 which forms an angle to the left of 90-00'-00" with said East Line to the Southeast Corner of said Lot 21, said Southeast Corner being on the West Line of Outlot 122 in said Dunraven Subdivision; thence south 6.00 feet along Said West Line which forms an angle to the left of 90-00'-00" with said South Line of Lot 21 to the Southwest Corner of said Outlot 122; thence east 230.00 feet along the South Lines of Outlot 122, Lot 66 and Glenbridge Road in said Dunraven Subdivision which form an angle to the right of 270-00'-00" with said West Line of Outlot 122 to the Southeast Corner of Glenbridge Road; thence south 575.16 feet along a line which forms an angle to the left of 90'-00'-00" with the last described course to a Point of Tangency; thence southwesterly 85.82 feet along the arc of a curve concave to the northwest with a radius of 95.00 feet and the 82.94 foot chord of said arc forms an angle to the left of 154'-07'-09" with the last described course; thence southeast 185.10 feet along a line which forms an angle to the left of 244-07'-09" with the last described chord to the South Line of Outlot 317 in said First Addition to the Links at Ireland Grove Road Subdivision; thence west along said South Line which forms an angle to the left of 51-45'-42" with the last described course to the Southwest Corner of said Outlot 317; thence north 754.70 along the West Line of said Outlot 317 which forms an angle to the left of 90-00'-00" with said South Line to the Northwest Corner thereof; thence east 5.00 feet along the North Line of said Outlot 317 which forms an angle to the left of 90-00'-00" with said South Line to the Northwest Corner thereof; thence east 5.0 feet along the North Line of said Outlot 317 which forms an angle to the left of 90-00'-00" with said West Line to the Northeast Corner thereof; thence North 43.46 feet along the East Line of Lot 311 in said First Addition to the Links at Ireland Grove Road Subdivision which forms an angle to the left of 270-00'-00" with said North Line to the Point of Beginning, containing 9.842 acres, more or less.

This property has been subdivided into 52 lots, numbered 67 through 118, inclusive, 4 Outlots, numbered 119 through 121, inclusive, Outlot number 123, the streets and easements as shown. Said Subdivision is to be known as "The First Addition to Dunraven Subdivision", in the City of Bloomington, McLean County, Illinois.

P.I.N.: A part of 22-18-203-003

Commonly known as: The First Addition to Dunraven Subdivision, Bloomington, Illinois
61704 recorded November 9, 2010 as Document No. 2010-00028118

Approximate acreage: Total approximate acreage – 9.842 acres, more or less.

Exhibit A
Legal Description
Page 3 of 5

2005-27038

A part of the West Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Southwest Corner of Lot 301 in the Links at Ireland Grove Road Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence west 60.00 feet along the South Line of Glenbridge Road in said Subdivision to the Southwest Corner thereof; thence north 16.00 feet along the West Right-of-Way Line of said Glenbridge Road which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the South Right-of-Way Line of Ballybunion Road in said Subdivision; thence west 470.00 feet along said South Right-of-Way Line which forms an angle to the to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 10 in said Subdivision; thence south 907.00 feet along the East Line of said Lot 10 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 180.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 3.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 120.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence south 6.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence east 230.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a point lying 150.00 feet normally distant west of the East Line of the West Half of the Northeast Quarter of said Section 18 and 894.00 feet south of the Point of Beginning; thence north 894.00 feet along a line parallel with said East Line and which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 11.02 acres, more or less.

This property has been subdivided into 66 lots, numbered 1 through 66, inclusive, one outlot, numbered 122, the streets and easements as shown. Said Subdivision is to be known as "Dunraven Subdivision" in the City of Bloomington, McLean County, Illinois.

EXHIBIT "A"

Legal description for Dunraven P.U.D. Subdivision
Recorded Sept. 15, 2005 as Document No. 2005-00027038.

Exhibit A
Legal Description
Page 4 of 5

EXHIBIT A

A part of the West Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, and a part of Outlot 317 in the First Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Southeast Corner of Lot 257 in Dunraven P.U.D. in the City of Bloomington, Illinois. From said Point of Beginning, thence west 150.00 feet along the South Lines of said Lot 257 and Lot 232 in said Dunraven P.U.D. to the Southwest Corner thereof, said Southwest Corner being on the east Right-of-Way Line of Glenbridge Road in Dunraven First Addition in the City of Bloomington, Illinois; thence south 585.28 feet along said East Right-of-Way Line of Glenbridge Road which forms an angle to the right of 90-00'-00" with said South Lines to a Point of Tangency; thence southwest 85.82 feet along the arc of a curve concave to the northwest with a radius of 95.00 feet and the 82.94 foot chord of said arc forms an angle to the right of 205-52'-51" with said East Right-of-Way Line to the Northeast Corner of Lot 118 in said Dunraven First Addition; thence southeast 185.10 feet along the Northeasterly Line of said Lot 118 which forms an angle to the right of 115-52'-51" with the last described chord to the Southeast Corner of said Lot 118, said Southeast Corner being on the South Line of said Outlot 317; thence east 71.64 feet along said South Line which forms an angle to the right of 128-14'-18" with said Northeasterly Line to the Southeast Corner of Outlot 317, said Southeast Corner being on the East Line of the West Half of the Northeast Quarter of said Section 18 lying 805.28 feet south of the Point of Beginning; thence north 805.28 feet along said East Line to the Point of Beginning, containing 2.721 acres, more or less.

This property has been subdivided into 25 lots, numbered 233 through 256, inclusive, number 258, 1 outlot, numbered 259 and the easements as shown. Said Subdivision is to be known as "The First Addition to Dunraven P.U.D.", a Planned Unit Development in the City of Bloomington, McLean County, Illinois.

P.I.N.: A part of 22-18-203-003

Commonly known as: The First Addition to Dunraven P.U.D., Bloomington, Illinois 61704

Recorded November 9, 2010 as Document No. 2010-00028119

Approximate acreage: Total approximate acreage – 2.721 acres, more or less.

EXHIBIT A
LEGAL DESCRIPTION
PAGE 5 OF 5

Tract 1:

Lot 302 in The Links at Ireland Grove Road Subdivision, Bloomington, Illinois, according to the Plat thereof recorded on September 15, 2005 as Document Number 2005-00027035, in McLean County, Illinois.

PIN: 22-18-201-003

Tract 2:

Outlot 303 in The Links at Ireland Grove Subdivision, Bloomington, Illinois, according to the Plat thereof recorded on September 15, 2005 as Document Number 2005-00027035, in McLean County, Illinois.

PIN: 22-18-201-002

EXHIBIT B

DUNRAVEN HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

WHEREAS Dunraven Homeowners Association, Inc. was formed and Articles of Incorporation were filed with the Illinois Secretary of State on or about July 12, 2017 by the Association Members, and management of the Property was turned over to the Association from the Developer on or about that same date, and WHEREAS the Association Bylaws were recorded on August 25, 2017 as Document No. 2017-15554 in the Office of the Recorder of Deeds, McLean County, Illinois;

WHEREAS, the Members of the Association desire to amend and restate the Association Bylaws, replacing it, in its entirety, with this Amended and Restated Bylaws;

NOW THEREFORE, the Bylaws of Dunraven Homeowners Association, Inc. is hereby amended in its entirety and restated as follows:

The administration of the Dunraven Homeowners Association, Inc. (the "Association"), an Illinois not-for-profit corporation, shall be governed by the following Bylaws:

1. The Lot Owners have formed the Association. Each Lot Owner shall automatically and without any other approval or consent be a Member of the Association; there shall be only one (1) class of membership.
2. The "Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Dunraven Subdivision / Dunraven Planned Unit Development," as amended from time to time, is hereby incorporated by reference as if fully set forth herein (the "Declaration").
3. **ANNUAL MEETING.** An annual meeting of the Members shall be held in the fourth (4th) quarter each year, or at such date, time, and location as may be set by the Board. The purpose of the annual meeting shall be for election of Board members and officers, approval of the budget, and transaction of other business as necessary.
4. **SPECIAL MEETINGS.** Special meetings of the Members may be called by the Board as deemed necessary. A special meeting may also be called by presenting the Board with a written petition signed by at least twenty (20%) percent of the Voting Members, with the date, time, and location of the meeting to be reasonably determined by the Board.
5. **NOTICE OF MEMBER MEETINGS.** Notice of a Member meeting shall be provided at least five (5) days, and not more than thirty (30) days, prior to the meeting, with the following exception. If an agenda item at the business meeting is the removal of one (1) or more Board members; a merger, consolidation or dissolution of the Association corporation, or a sale, lease, or exchange of the Property, then the notice shall be given at least twenty (20) days, and not more than sixty (60) days, prior to the meeting. In either case, the notice shall be provided to the Members in writing, and the purpose for the meeting shall be stated in the notice. An electronic transmittal, such as e-mail, constitutes a writing for purposes of such notices.
6. **INFORMAL ACTION BY MEMBERS.** The Members can act without a formal meeting by following the requirements of Section 107.10 of the Illinois Not For Profit Corporation Act (805 ILCS 105/107.10), as amended.
7. **BUSINESS MEETING DETAILS.** The President, or the Secretary or Treasurer if the President is absent, shall preside at any meeting of the Members. The following procedures apply in terms of the operations of Member meetings:
 - a. **RECORD DATE FOR VOTING AT MEETINGS.** The Board may determine in advance of the meeting a "Record Date" for determining who is a Voting Member entitled to vote at the meeting. If no Record Date is specified, then the date in which the notice of the meeting is delivered shall be the Record Date. Any new Living

Unit or Lot Owner who does not provide written notice to the Board of their Lot Owner status prior to the Record Date will be ineligible to vote at the meeting.

- i. Annual Meeting. For the annual meeting, the Record Date is generally five (5) days in advance of the meeting date.
 - ii. Special Business Meetings. For special meetings, the Record Date shall be no more than sixty (60) days, and no less than five (5) days, before the meeting, except as per (c) hereinafter.
 - iii. Special Meetings with Certain Agenda Items Requiring More Notice. If an agenda item at the business meeting is the removal of one (1) or more Board members; a merger, consolidation or dissolution of the Association corporation; or a sale, lease, or exchange of the Property, then the Record Date for such meeting shall be no more than sixty (60) days, and no less than 20 (twenty) days, before the meeting.
- b. QUORUM. A quorum at any Member meeting shall be present if one-third (1/3) of the Voting Members are represented at the meeting. If a quorum is not present, then a majority of the Voting Members present may adjourn or postpone the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the Members, unless, for the issue under vote consideration, a greater majority is required by Illinois law or these Bylaws. At any adjourned/postponed meeting reconvened at a later date or time, any business may be conducted which might have been done at the original meeting. If any Members withdraw from a meeting, such withdrawal shall not cause a failure to have a quorum present.
- c. VOTING. Each Member, shall be entitled to one (1) vote in each matter submitted to vote at meeting of the Members, except that only one (1) Member per Living Unit or Lot may be voted on any voting matter. Members must be present to vote, unless voting by proxy as authorized by Section 7.e. herein, and their account with the Association must be in good standing with all assessments due having been paid current. Voting on any question or in any election may be by voice unless the President shall order voting by ballot, or any Member at the meeting make such a motion that carries by a majority of the Living Units / Lots present and represented at the meeting.
- d. VOTING – MULTIPLE LIVING UNIT OWNERS. As between multiple Owners of a Living Unit or Lot, the following provisions shall apply. If only one (1) of the multiple Owners of a Living Unit or Lot is present at a meeting of the Association, he/she is entitled to cast the vote allocated to that Living Unit Lot. If more than one (1) of the multiple Living Unit or Lot Owners are present, the vote allocated to that Living Unit or Lot may be cast only by majority agreement of those present. The Board is entitled to find that there is majority agreement if any one (1) of the multiple Owners cast the votes allocated to that Living Unit or Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Living Unit or Lot.
- e. PROXIES. A "Proxy" shall mean a written instrument signed by a Member who cannot attend a meeting, in which the Member specifies his/her vote for or against a particular agenda item, and which is provided to the President to constitute that Member's vote on the issue(s) specified in the Proxy. The form of the Proxy for a particular meeting shall be provided by the President upon request of a Member. The Proxy may be delivered to the President or Secretary in advance of the meeting, or at the meeting. In either case, the President shall provide the Proxies to the Secretary or Inspectors for inspection as to validity and effect, and to tally the Proxy votes along with the votes of Members present at the meeting. Notwithstanding the foregoing, no such Proxy shall be voted or acted on after eleven (11) months from its date.
- f. INSPECTORS. At any business meeting of the Members, the President may, or on request of any Member shall, appoint two (2) or more persons to serve as inspectors for the meeting. The inspectors will ascertain and report the number of votes represented at the meeting, determine the validity and effect of any proxies, count all votes and report the results, and do such other acts as are proper to conduct the election and vote with impartiality and fairness to all Members.

8. The Members shall elect three to five (3-5) Members as the Board of Directors to serve for two (2) years and until their successors are elected. No more than one Owner of a single Living Unit or Lot may serve as a Director at the same time. At the time of his or her election, each Director shall be assigned by the President to Class A or Class B, and there shall be one to two (1-2) Class A Directors and two to three (2-3) Class B Directors. Each Director shall hold office for a term of two (2) years (or portion thereof) as follows:

- a. Directors in Class A shall have their term expire in the odd years (and every two [2] years thereafter);
- b. Directors in Class B shall have their term expire in the even years (and every two [2] years thereafter);

The Board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be appointed by the President with approval of a two-thirds (2/3) vote of the remaining Members of the Board, until the expiration of that vacancy's term. Note, a Director whose term is expiring in a calendar year shall continue to serve until the annual meeting to be held for that calendar year, even if this results in that Director's term exceeding two years in total (more than 730 days).

9. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the Declaration or these Bylaws to the Members of the Association.

10. The Board of Directors shall annually supply to all Members an itemized accounting of the Association's expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

11. The President shall be authorized to mail and receive all notices and execute amendments to the Declaration and these Bylaws.

12. A president shall be elected by the Board of Directors from among the Board of Directors, who shall preside over the meetings of the Board of Directors and of the Association.

13. A secretary shall be elected by the Board of Directors who shall keep the minutes of all meetings of the Board of Directors and of the Association and who shall, in general, perform all the duties incident to the office of secretary.

14. A treasurer shall be elected by the Board of Directors who shall keep the financial records and books of account and approve payment vouchers for maintenance, repair and replacement for the Association.

15. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the Lot Owners their respective shares of such estimated minimum expenses, and any other expenses lawfully agreed upon.

16. Upon a ten (10) day notice to the Association and payment of a reasonable fee, any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments / dues.

17. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements and to carry out the functions and responsibilities of the Association.

18. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common elements.

19. The Bylaws may be amended by a majority affirmative vote of two-thirds (2/3) majority of the Members present at any Member meeting at which a quorum is present.

20. The Association shall have no authority to forebear the payment of assessments / dues by any Living Unit or Lot Owner.

EXHIBIT C
LIST OF GRANDFATHERED LIVING UNITS
AS PER SECTION 10.13.B. OF THE DECLARATION OF COVENANTS
DUNRAVEN HOMEOWNERS ASSOCIATION

<u>Townhome Units:</u>	<u>Owner of Record:</u>
1714 Glenbridge	Danielle Vandermeersch
1716 Glenbridge	Sanjay Iyer
1718 Glenbridge	Mandhyan Enterprises, LLC
1720 Glenbridge	Mandhyan Enterprises, LLC
1722 Glenbridge	Mandhyan Enterprises, LLC
1724 Glenbridge	Mandhyan Enterprises, LLC
1726 Glenbridge	ARK Capitals, LLC
1728 Glenbridge	Srinivas and Madhura Shenoy
1802 Glenbridge	Mandhyan Enterprises, LLC
1804 Glenbridge	Mandhyan Enterprises, LLC
1806 Glenbridge	Mandhyan Enterprises, LLC
1808 Glenbridge	Mandhyan Enterprises, LLC
1810 Glenbridge	Mandhyan Enterprises, LLC
1812 Glenbridge	Mandhyan Enterprises, LLC
1814 Glenbridge	Mandhyan Enterprises, LLC
1816 Glenbridge	Mandhyan Enterprises, LLC
1818 Glenbridge	Ken Kinsinger
1824 Glenbridge	Syede Fatima
1826 Glenbridge	Andrew Mueller / Cornerstone Living, LLC
1828 Glenbridge	Andrew Mueller / Cornerstone Living, LLC
1830 Glenbridge	Andrew Mueller / Cornerstone Living, LLC
1832 Glenbridge	Andrew Mueller / Cornerstone Living, LLC
1904 Glenbridge	Rajaskehar Karunasadan
1906 Glenbridge	Ken Kinsinger
1908 Glenbridge	Kesharaju Kumar
1910 Glenbridge	E&R Capital, LLC
1912 Glenbridge	E&R Capital, LLC
1914 Glenbridge	E&R Capital, LLC
1916 Glenbridge	E&R Capital, LLC
1918 Glenbridge	Haron Investments, LLC
1924 Glenbridge	Cliff Ocker
1926 Glenbridge	Cliff Ocker
1928 Glenbridge	Cliff Ocker
1930 Glenbridge	Ken Kinsinger

Townhome Units:
(Continued)

Owner of Record:

1932 Glenbridge	Cliff Ocker
1934 Glenbridge	E&R Capital, LLC
1936 Glenbridge	E&R Capital, LLC
1938 Glenbridge	E&R Capital, LLC
1940 Glenbridge	E&R Capital, LLC
1942 Glenbridge	Rukmedin Limani
1944 Glenbridge	Rukmedin Limani
1946 Glenbridge	Rukmedin Limani
1948 Glenbridge	Rukmedin Limani

Duplex Units:

Owner of Record:

1702 Dunraven	Mandhyan Enterprises, LLC
1706 Dunraven	Mandhyan Enterprises, LLC