

O. Signs. No billboard or advertising signs whether on separate structures or on buildings shall be located except those permitted by City ordinance and the usual contract or real estate and promotion signs of the developer.

P. Mailbox. Developer will provide and install a mailbox and name plate at a reasonable price which each purchaser agrees to purchase and maintain.

Q. Parking. Automobile parking spaces shall be provided and maintained at the ratio of 2 off street parking spaces per living unit. No trailers, trucks, recreational vehicles, boats or other motor vehicles except passenger cars shall be parked on the streets of this development overnight for more than one night. No trailers, trucks, recreational vehicles, snowmobiles or other motor vehicles except passenger cars shall be parked on any lot in this development for more than 24 hours unless said boat, trailer, truck, recreational vehicle or other motor vehicle is parked in a garage or other suitable shelter.

R. Recreational Facilities. The installation of any recreational facility such as a swimming pool, tennis court, etc. requires prior written approval of the architectural control committee. No pools above ground level will be permitted under any circumstances.

S. Pets. No pets shall be kept in exterior pens or cages and only common household pets shall be allowed. No commercial or barnyard animals shall be permitted.

T. Trash. Trash, garbage, paper and other wastes shall not be burned on the premises outside of any living unit.

U. Intoxicating Liquor. No intoxicating liquor shall be sold on the premises nor shall there be any other commercial use permitted on any lot.

V. The obligations of this Article IX shall not be binding or obligate the developer.

#### ARTICLE X

##### Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing

1. General. The covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for zero lot line attached housing.

2. Definitions. For the purposes of this Article, the following definitions shall apply:

A. A dwelling parcel is defined as any lot on which a Zero lot line attached living unit is proposed or erected.

B. A dwelling structure refers respectively to each entire building constructed as a Zero lot line attached living unit townhouse structure containing two or more living units and located upon two or more lots.

C. A living unit refers to that part of each dwelling structure located upon a lot.

3. Easements.

A. For Utilities. The lots subject to the Article shall:

1. Be subject to utility easements of record;

2. Be subject to utility easements unless otherwise specified, 10 feet in width from each dwelling structure, across each lot, to the public right of way. The same being centered on the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association, and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.

3. Be subject to an easement, unless otherwise specified, 10 feet in width extending from the easement(s) described in paragraph 3A2 of this Article beneath the dwelling structure to each living unit, the same being centered in the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.

4. The owner of any utility utilizing or any other person utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

B. For Encroachments:

In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

4. Use and Occupancy Restrictions:

A. Development Standards. All development on Zero Lot Line Attached Lots shall be pursuant to the City of Bloomington Zoning and Subdivision Code, except as otherwise provided in said Annexation Agreement.

B. Interior Maintenance and Repair. The owner of each living unit shall be responsible for the maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

C. Exterior Appearance. The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure, and the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association as an expense of the subsidiary owner association or its members from funds assessed to and collected from it or them.

D. Lawn Care. Basic lawn maintenance and snow removal shall be the responsibility of the lot owner. Such work may be done individually by the lot owner, collectively by the subsidiary owners' association and/or by purchase of services from OFLPA.

5. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

A. No owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.

B. No owner shall do anything to disturb the right of any other owner to use such party wall.

C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

D. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

6. Obligation to Rebuild.

A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the living unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.

B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the applicable subsidiary owners' association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in the manner described in this covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien on that living unit and lot and on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- (1). The cost of such repairs or rebuilding;
- (2). Interest at the prime rate of the Champion Federal Savings & Loan Association as in effect from time to time from the date of payment of such costs; and
- (3). Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith.

Which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and assigns. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

7. Common Obligations and Expenses. The owners of all living units in a dwelling structure shall have the following obligations:

A. Utility Maintenance Responsibility.

(1) Water A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the living unit owner's.

(2) Sanitary Sewer/Wastewater Pipe.

(a) Within any living unit - maintenance responsibility shall be the living unit owner's.

(b) Outside any living unit to the public sanitary sewer, the maintenance responsibility shall be the joint obligation of the owners of all the living units in a dwelling structure.

(3) Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

B. Insurance. Every living unit owner shall, together with the other unit owners in a dwelling structure, mutually agree to pay for insurance insuring the dwelling structure for the full insurable replacement cost thereof against loss by fire and other casualty. This policy may be a blanket policy purchased by the Association from fees and assessments levied and collected by the Association and subsidiary owners' association, including the owners of each living unit in a dwelling structure. All of the owners and their respective mortgagees shall be named as insureds under the policy. In the event of the failure or refusal of any unit owner to pay his share of such cost, the owner(s) of the remaining living unit(s) in such dwelling structure and applicable subsidiary owners' association may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses.

In the event a single insurance policy is not available, each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate of insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

C. Exterior Maintenance. Exterior maintenance shall be performed by the owners collectively acting by and through the Association, with the cost and expenses thereof paid by the Association from charges and assessments levied and collected by the Association and each subsidiary owners association. Exterior maintenance includes painting, repair or replacement of all exterior walls, foundations, roofs, gutters, downspouts and common sanitary sewers, and other repair, care or maintenance of the dwelling structure.

D. Procedure for Fulfilling Common Maintenance Obligations.

(1) For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, and all other common obligations provided herein except to the extent such decisions are made by the Association, or as otherwise provided in the Declaration or Covenant creating and empowering the subsidiary owners' association, the owner or owners of each dwelling parcel/lot upon which a portion of each dwelling structure is located shall have one vote in making such determination. For example, on each odd-numbered unit structure, there will be one vote available to the respective owner. With respect to each building structure containing an even number of units

and in the event the owners cannot agree, such owners shall mutually select an additional person to act in making such determination. In the event they cannot mutually agree upon such additional person, the developer shall serve. If Developer refuses, any McLean County Circuit or Associate Judge shall be qualified to name such additional person.

(2) All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such dwelling structure.

(3) Emergency repair - In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any dwelling unit so advised of such circumstance shall, if reasonably possible, notify other unit owners in the same dwelling structure, but in the event immediate corrective action is necessary, any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.

## 8. Assessments for Common Expenses.

A. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective living unit owners of each dwelling structure. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association, including reasonable reserves for maintenance, repair and replacement of common properties of the subsidiary owners' association. Upon the request of any living unit owner and payment of a fee, the owner(s) of remaining units in such dwelling structure, or Association on their behalf, agree to execute a written agreement or certificate as to the status of assessments, if any, due to such dwelling unit.

B. As between living unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.



9. Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, any subsidiary owners' association and the Association may take action to enforce such obligation in the following manner:

A. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.

B. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

C. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

D. In the event any work is performed or caused to be performed by the Association, any subsidiary owners' association or a dwelling unit owner upon another owner's unit pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in these Covenants.

E. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

F. Lots and Units owned by the developer shall be exempt from the dues, fees, assessments and other obligations of this Article.