

ARTICLE XI

Covenants and Use Restrictions Applicable to Lots Improved With Zero Lot Line Detached Housing.

Section 1. In General. The covenants and restrictions put 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 Detached housing.

Section 2. Use and Occupancy Restrictions.

A. Development Standards:

(1) All development on Zero Lot Line Detached property shall be pursuant to the City of Bloomington Zoning and Subdivision Code, except as otherwise provided in the Annexation Agreement.

(2) Buildings shall be constructed for Zero Lot Line Detached housing so one lot (referred to as the "servient estate") will have windowless walls and privacy fences and/or visual screening which abut or adjoin one adjacent lot (referred to as the "dominant estate").

Said windowless wall and/or fence shall not contain any door, window, duct, or aperture of any kind which abuts or adjoins the dominant estate.

Said privacy fence shall be architecturally and aesthetically compatible with the adjoining building; and replacement and maintenance shall be of the same type, height, materials, and structural components as constructed with the initial building construction. Said privacy fence shall be maintained in good condition and repair by the servient estate and shall not be removed, replaced, destroyed, or materially altered by the servient estate except by mutual agreement with the dominant estate.

Section 3. Easements.

A. Side yard easements are hereby granted to the owners of Zero Lot Line Detached Lots, which easements shall be appurtenant to the servient estates and which easements shall burden the dominant estates. Such side yard easements shall extend over the portion of the dominant estate twelve (12) feet in even width from any structure, wall, or fence constructed on the servient estate. Said side yard easements

shall permit the footings, overhanging eaves, gutters of the buildings, and footings of fences or walls constructed on the servient estates to extend onto the dominant estates at heights no less than and extension distances no greater than as originally constructed. In the event that, by reason of the construction, settlement, or shifting of a building or fence, any part thereof nomially encroaches upon the dominant estate, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building or fence remains standing; provided however, that in no event shall a valid easement for any; encroachment be created in favor of the servient estate if such encroachment occurred as a result of the willful conduct of said owner.

B. The dominant estate shall continue to enjoy said easement area for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the provisions herein, provided that any such wall or fence on the servient estate shall be deemed to run from the rear property line of such lot to the front property line thereof, whether or not such wall or fence actually runs the entire length of such lot.

C. The dominant estate shall not permit any activity on the side yard easement by household pets or other animals which would tend to cause damage or to undermine support for any wall, fence or structure on the servient estate which abuts or adjoins the dominant estate.

D. The owner of the servient estate shall have the right at all reasonable times, during daylight hours, to enter upon the easement area, including the right to cross over the dominant estate for such entry in order to perform work related to the use and maintenance of the servient estate.

E. The use of said easement area by the owner of a servient estate shall not exceed a period of thirty (30) days each year for essential maintenance.

F. In exercising the right of entry upon the easement area, the servient estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided however, the servient estate shall not be rponsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

G. The servient estate shall have the right of drainage over, across and upon the easement area for water draining off the roof of any dwelling or structure upon the servient estate, the right to maintain eaves and appurtenances thereto and portions of any dwelling structure upon the servient estate as originally constructed or as constructed pursuant to any restrictive covenant regarding architectural control. The dominant estate shall not place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement to a height which exceeds the original grading plan.

H. Except for roof drainage as hereinafter provided, the servient estate shall not have the right to concentrate drainage from the servient estate in, under, through, or across the easement area without the prior written approval of the dominant estate. Thereafter, the servient estate shall have the right of entry upon the easement area for the installation and the subsequent maintenance and repair of such drainage system, providing that any damage to the landscaping or other items existing in the easement area shall be repaired at the sole expense of the servient estate and as soon as reasonably possible following the completion of such installation, maintenance or repair.

I. The dominant estate shall not attach any object such as wires, trellises, utility meters, conduits or plantings to a fence or building belonging to the servient estate or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient estate. The dominant estate shall not cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement.

Section 4. Maintenance Responsibility. The owner of each zero lot line attached lot shall be obligated:

(1) To pay dues, fees and assessments levied by the Association;

(2) To maintain the exterior of his or her living unit in good repair and appearance, consistent with the quality maintained in the remainder of the development.

(3) To maintain the lot on which his or her living unit is located in good condition and appearance, consistent with the quality maintained in the remainder of the development.

Section 5. Interpretation and Enforceability of Zero Lot Line Detached Covenants. In the event of any dispute arising concerning the rights and obligations created herein, the servient estate and the dominant estate shall each choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding.

ARTICLE XII

General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind all of the land included in the Properties hereof, and shall inure to the benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the McLean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.