

(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.

Section 3. Amendment. Except as otherwise provided, these covenants may be amended by the agreement of the following:

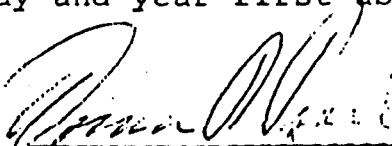
- A. The Developer, provided it owns any part of the properties; and
- B. Two-thirds (2/3) of the lot owners; and
- C. Two-thirds (2/3) of the condominium living unit owners, and

Any amendment shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorder of Deeds.

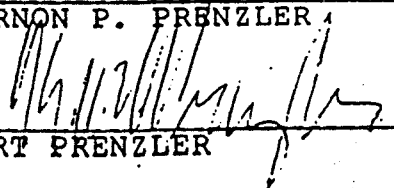
Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce any lien created by this Declaration in any covenant herein contained, or may take any other form authorized by law. Failure by the Association, subsidiary owner's association, or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers have caused this instrument to be executed the day and year first above written.



VERNON P. PRENZLER



KURT PRENZLER