

(i) To otherwise provide, equip, maintain and operate the Common Properties to which the Association has or hereafter obtains title or of which the Association now or hereafter may have possession or custody and control as lessee, by easement or otherwise;

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

Except as otherwise specifically provided in Article X with respect to Zero lot line attached living units or Article XI with respect to Zero lot line detached living units the covenants and restrictions set forth in this Article shall apply to all properties:

A. Plan Review. No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awnings, sculpture, pole, hedge, tree, bush, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on or removed from the properties nor shall any exterior addition to any such existing structure be changed or altered including painting or staining until the plans and specifications therefore showing the nature, species, kind, shape, height, color and materials and location of same with accurate references to lot lines and showing proposed grading, draining and method of soil control or so much of that information as the architectural control committee deems relevant, shall have been submitted to and approved in writing by the architectural committee.

B. Living Unit Quality and Size. It is the intent and purpose of these covenants that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded. The minimum permitted living unit size being as follows:

	<u>Lots 1-3 & 19-65</u>	<u>Lots 4-18</u>
Ranch Style (Sq. ft. on 1 level)	1400	1400
Split level (main level)	1300	1300
Tri-level (Sq. ft on top 2 floors)	1300	1400
Two-story (Sq. ft. on 2 floors)	1650	1900
Cape Cod - Story and 1/2 (Sq. ft on main floor)	1100	1200

Other plans

As approved by the architectural control committee

C. Construction Materials. New building materials shall be used in construction. No modular construction shall be allowed. However, precut and preassembled components may be used. The extent of precut and/or preassembled components permissible under these covenants include only roof trusses, without roofing material attached, wall components without exterior or interior siding attached and without electrical or plumbing in place or as otherwise permitted in advance by the Architectural Review Committee.

D. Garages. Each living unit must be improved with not less than a two car nor more than a three car garage attached to the living unit. Each garage shall have a paved driveway from the street.

E. Construction Time Requirement. Lot purchasers specifically agree that if they have not started construction of the living unit on the lot contracted for within two years from the date of said contract then in such event developer is given the exclusive right and option to repurchase said lot at the price paid developer free and clear of any and all liens and encumbrances due to the action of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall project and buyers acknowledge and agree to comply with the same. Construction of living units on lots must be completed within one year after commencement.

F. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be constructed on any lot at any time.

G. Building Location. All structure shall be erected, altered, placed or permitted to remain only in accordance with Chapter 44 of the Bloomington City Code except as specifically provided in the annexation agreement approved by the Bloomington City Council recorded as Document No. 86-18483.

H. Sidewalks, Curb and Gutter Damage. The owner of such lot agrees to be responsible for the condition of the sidewalk, curb and gutter immediately adjacent to such lot. In the event the same is broken or in any way damaged the owner agrees to assume responsibility for and pay the actual costs, repair or replacement. The lot owner agrees to complete such

repairs within 90 days following written notices by the developer or the City of Bloomington of such damage.

I. Set Backs. Minimum building set back lines shall be as shown on the final subdivision plat or plats of the development and in accordance with the Bloomington City Code.

J. Grade Elevation Control. No structure shall be placed on any lot until the location of the structure, topography and finished grade have been approved by the architectural control committee. All grade elevation shall follow the grading plan approved by the City of Bloomington. Lot owners agree to assume any responsibility for manhole variations that might be required as a result of lot owners grading and to make such adjustments and pay the actual costs thereof within 90 days following written notice from the developer or City.

K. Use of Top Soil. No owner shall permit a person, firm or corporation to strip, excavate or otherwise remove top soil for sale or for use other than on the premises from which the same shall be taken except in connection with the construction or alteration of a building on such premises and excavating or grading incidental thereto. Even this excess shall stay in the development if the architectural control committee determines that it is needed for fill or on other portions of the property.

L. Landscaping. All lots must be sodded in front and sodded or seeded on side or rear yards within 30 days from occupancy weather permitting. One shade and one flowering tree shall be planted in the front yard within 30 days from occupancy. The size, type and location to be approved in advance by the Architectural Review Committee.

M. Fences and Walls. No boundary fence shall be built more than 4 1/2 feet in height from the ground. No fence or wall (except split rail fences) shall be erected, placed or altered on any lot nearer any street than the minimum setback line. Any boundary fence constructed upon the premises must be a minimum of 6 inches inside the property line of the lot owned by the party constructing the fence.

N. Footing Tile Requirements. Footing tile systems shall be installed off the footings so that the bottom of the inside diameter is a minimum of 1/2 inch below the top of the footings. No footing tile or downspout shall be connected to the sanitary sewer system. No surface water shall be allowed in the footing tile drainage system except upon written approval of the architectural control committee. Footing tiles may be connected to plastic pipe drainage systems as approved by the City of Bloomington. All sump pumps must be connected to plastic tile drainage systems.

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.