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McLean County, IL
Kathy Michael McLean Clerk Recorder

MCLEAN COUNTY

This Instrument Prepared by:
and Return to:

Trails on Sunset Lake, L.L.C
205 Landmark Dr.
Normal, IL 61761

File# 2014-00000308

**TRAILS ON SUNSET LAKE SUBDIVISION 2ND ADDITION
DEED RESTRICTIONS & COVENANTS**

The undersigned, Weber Estates Investments, LLC, an Illinois Limited Liability Company, hereinafter referred to as "Owner", and Trails on Sunset Lake, LLC, an Illinois Limited Liability Company, hereinafter referred to as "Developer," hereby submit and subject the following to these Deed Restrictions and Covenants:

SEE EXHIBIT A ATTACHED HERETO

hereinafter referred to as "the property", or at times "the subdivision".

Owner and Developer reserve the right to add the following property to these Deed Restrictions & Covenants if and when Owner purchases the following property:

All of the following are intended to constitute a general plan for the benefit of and enforcement by all present and future Owners (hereinafter referred to as Owner (s)) or parties in interest of Lots 86 – 105 in the aforesaid Subdivision.

SEE EXHIBIT B ATTACHED HERETO

hereinafter the "add-on property".

The addition of the add-on property shall occur automatically upon title to the add-on property being vested in Owner or Developer.

Owner and Developer have proposed the development of the property in the manner depicted on the Trails on Sunset Lake Preliminary Plan, as prepared by The Farnsworth Group and as approved by the Town of Normal, Illinois.

These Deed Restrictions and Covenants are intended to restrict and encumber all of the property except the portions thereof depicted and described as:

Proposed Lot 85	5.3± acres fronting on Ft. Jesse Road Part of the add-on property
Proposed Lot 130	6.2± acres bounded by Airport Road, Shepard Road & Canyon Creek Road Part of the add-on property
Proposed Lot 129	5.1± acres bounded by Shepard Road and Canyon Creek Road Part of the add-on property

The portion of the property restricted and encumbered by these Deed Restrictions and covenants include:

Proposed Lots 1 – 39

Proposed Lots 86 – 128

And will when the add-on property is acquired, include Lots 47 – 84

(hereafter referred to as “Lots”)

Outlots 40 - 44, 45 & 46, 131, 132, 133, 134, 135, and will when the add-on property is acquired, include Outlots 136, 137, 138 and 139

(hereafter referred to as “Outlots”).

1. **PROPERTY USE** No use shall be made of said property except as is incidental to the occupancy thereof for residential purposes as permitted under the established zoning ordinances of the Town of Normal
2. **SETBACK LINES** The Town of Normal’s R-1B minimum lot square footage, building setback, front, side and rear yard requirements, except lots 1 – 38 and 86 – 105 which will require 30’ front and 6’ sides, shall apply to the lots, notwithstanding the R-1A zoning.

3. **DEVELOPER APPROVAL** Each Lot Owner agrees to A.) present all building plans, including home and out building, if permitted, plans, specifications, colors, materials, plan to Developer, or its designated representatives, for approval prior to commencement of construction on any lot; B.) place no dirt from the excavation for the home on adjoining lots (violation of this item will place lot owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a Fifty thousand dollars (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.; C.) finish grade, seed and straw any disturbed earth or vegetation on adjoining lots and complete exterior of home, including sodding or seeding of yard, within three (3) months of completion of construction; D) see to the removal of all building and construction debris from the property and adjoining lots , regularly and diligently during and after construction; E.) Protect and maintain lot corner survey markers. Survey markers on lot lines and lot corners, if disturbed or lost shall be replaced by Lewis, Yockey & Brown, Inc. and the cost will be paid by the Lot Owner. The Developer shall have a period of ten (10) days from receipt of written request from a lot owner in Trails on Sunset Lake to approve or disapprove the proposed construction plans for a specific lot. The decision of the Developer shall be final. Additional information or materials that the Developer may reasonably request shall be submitted to the Developer no later than thirty (30) days from the date of said request. As a result of said request for such additional information, the time for final construction plan approval shall be extended to a date thirty (30) days after the delivery of the requested additional documents or materials.

No residence, garage or out building, if permitted, shall be started, erected, placed, or altered on any lot until final written approval has been granted by the Developer. Conformity and harmony of the external design with the existing structures in Trails on Sunset Lake shall be considered. If Developer does not deny a properly made written request within the time frame stated above, approval by the Developer shall be deemed to have been given, provided, however, that no building or structure and no improvement, fixture or appurtenance in Trails On Sunset Lake shall be erected or installed if it violates any of the terms or provisions of these Restrictions.

Any Lot Owner desiring to obtain a construction plan approval shall place the request in writing and deliver said request to Developer. The following items shall be included in written request:

- A. A Site Plan, in scale, showing the lot in its entirety, together with the location of any existing or proposed buildings or structures or other proposed improvements, fixtures or appurtenances thereon. The Site Plan shall include, but shall not be limited to, Erosion Control Plan, a preliminary Landscape Plan showing location of existing or proposed driveways, and sidewalks. Said

Erosion control Plan shall be signed by the Owner, Builder/Contractor and Landscaper before start of construction.

- B. Architectural drawings, elevations and illustrations for the proposed building structure, improvement, fixture, appurtenance or alteration shall be submitted. Samples of building materials to be used and colors of trim shall also be submitted.

In the approval of all plans, the Developer shall take into consideration preservation of the natural area of the lot, shall consider line of sight impact to nearby outlots, and shall examine the proposed plans of the lot owner submitted for approval as they relate to conservation of the balance of the lot not occupied by the footprint of the residence proposed to be built. The Developer may approve or disapprove the proposed conservation activities proposed by the lot owner and direct plans for improvement of the site and appropriate action as it relates to conservation of the natural elements of the lot and view to outlots.

4. **RESERVED.**

5. **LOT DRAINAGE, GRADING AND SILT CONTROL PLAN** Each lot owner shall submit a Drainage, Grading and Silt Control Plan (Erosion Control Plan) to the Developer for approval. Lot owners shall be responsible for directing their storm water drainage as to not create erosion on adjoining lots. Lot owners will notify Town of Normal in writing that grading is complete and ready for inspection. Town of Normal will inspect grading to confirm compliance at finish grade stage before landscape, seed and sod and will accept or reject work in writing. Sump pump drain lines and downspouts will not be allowed to discharge to the Outlots, adjoining lots or streets. The storm water from sump pumps must discharge in sump pump drain line where installed by Developer. Down spout water must not drain onto adjoining lots but rather in accordance with the overall subdivision drainage plan.

Silt Fences: Each lot owner shall install silt fences to prevent silt movement across the lot and to protect adjoining lots and outlots from any and all silt movement. Said Silt fences to be monitored after each rain by Lot Owner or contractor of Lot Owner to maintain and to protect the integrity of said silt fence. Any violation of this item will place lot owner, builder and subcontractor in violation of the State Of Illinois Erosion Control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.

6. **SUMP PUMP DRAIN LINE EASEMENT** Sump Pump Drain Line Easements as shown on the Preliminary Plan and as dedicated on any Final Plat of the Trails on Sunset Lake property shall be for the purpose of laying, constructing, maintaining and repairing facilities for sump pump drainage pipe system across the referenced lots.

The sump pump drainage pipe system in the easement shall be for the exclusive use of present and future homeowners sump pump discharge. No storm or gutter downspout water or surface drainage shall be allowed to enter the sump pump drainage pipe system. The cost to connect to and maintain said Drain Line shall be borne by the owners of each respective lot seeking connection thereto. No permanent buildings or improvements shall be constructed on the Sump Pump Drain Line Easement, provided, however, the surface land may be used for shrubbery or other lawn improvements which do not interfere with said Sump Pump Drain Line Easement. This easement grant includes the right of ingress and egress over the lots to and from the above noted easements for the purpose herein set forth. Said Sump Pump Drain Line Easement shall be binding upon the owners of the Lots, their respective heirs, executors, personal representatives, successors and assigns, as well as the owners of all other lots and their successors in interest benefiting therefrom, and shall run with the land.

7. **SUITABILITY TO BUILD** To the best of the Developer's knowledge all lots in the subdivision are suitable for single family home construction. Lot owners should consult with a structural engineer if they deem it necessary to determine if the site is suitable for the construction of the home.

8. **COMMENCEMENT OF CONSTRUCTION** Any individual or entity purchasing a lot in the subdivision must commence construction of residence within twenty four (24) months after conveyance of title unless a written extension is granted by the Developer. If the Developer grants such extension, the Developer may demand sidewalk installation and reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on said lot, with the right to any future refund for said lot to be due to the lot owner.

9. **SQUARE FOOTAGE REQUIREMENTS** Homes built in the subdivision shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics, and basements;
 1. Lots 97 – 99 & 103 - 105 (Lake Lots)
 - a. One Level – Two thousand six hundred (2,600) square feet above ground.
 - b. Multiple Levels – Three thousand (3,000) square feet above ground with the first floor area not being less than one thousand eight hundred (1,800) square feet.
 - c. Each home shall have at least one thousand three hundred (1,300) square feet of basement.
 2. Lots 86 – 96 & 100 - 102
 - a. One Level – Two thousand two hundred (2,200) square feet above ground.
 - b. Multiple Levels – Two thousand six hundred (2,600) square feet above ground.

10. **EXTERIORS**

A. Lots 97 – 99 & 103 - 105, (Lake Lots)

- i. Each home shall have a minimum of fifty percent (33%) brick, stone or synthetic type stone or stucco. Any vinyl siding must have a minimum thickness of .042. No vinyl siding is allowed on the front of any structure, with the exception of simulated shake. The Developer shall have sole discretion for the review and approval of building plans and specifications, including calculation of exterior material percentages. Concrete blocks, cinder blocks, or poured foundation walls may not be exposed at the front or side elevations of the exterior walls, except for a maximum of six inches (6") of foundation which may be exposed above the ground line.

B. Lots 86 – 96 & 100 - 102

- i. Each home shall have a minimum of thirty three percent (25%) brick, stone or synthetic type stone or stucco on the front elevation. The balance of the exterior may be approved by the Developer prior to the start of construction. Any vinyl siding must have a minimum thickness of .042. No vinyl siding is allowed on the front of any structure, with the exception of simulated shake. The Developer shall have sole discretion for the review and approval of building plans and specifications, including calculation of exterior material percentages. Concrete blocks, cinder blocks, or poured foundation walls may not be exposed at the front or side elevations of the exterior walls, except for a maximum of six inches (6") of foundation which may be exposed above the ground line.

11. **CONSTRUCTION MATERIALS** Only new materials, except for brick and certain tile roof materials are to be used in the construction of the home. Except as necessarily incidental to the construction of the buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery and the like, shall be kept or allowed to remain within the subdivision boundaries.

12. **GARAGES** All garages must be attached to and be an integral part of the residence, shall conform to the main structure in character and design and shall be constructed for not less than three (3) passenger cars unless approved prior to construction by Developer.

13. **ROOFING** Roof pitch shall be a minimum of 8/12 for all ranch style homes and 8/12 on a multi-level home. Roofing materials shall be architectural style shingles, shakes, slate or tile. Three tab standard shingles will not be approved.

14. **FIREPLACES** Fireplace enclosures shall be constructed of brick, stone, synthetic type stone, synthetic type stucco or materials having the appearance of synthetic type stucco.
15. **SIDEWALKS** Each Owner agrees to have installed, at his own cost, within two years of purchase of a lot or within one (1) year of completion of construction of homes on eighty percent (80%) of the lots in the Subdivision or at the time of construction of the residence, whichever is sooner, a sidewalk along the entire street frontage (front and side, if any) of the lot in accordance with the provisions of the Town of Normal.
16. **DRIVEWAYS** All driveway openings at the curb shall be no greater than the width of the driveway plus a one foot (2') flare on each side. The back of the concrete curb shall be cut away to provide for aforesaid driveway opening. In no case shall the curb and gutter be broken away and reinstalled. The driveway approach from the back of the curb to the property line shall be in concrete. From the property line to the residence, the driveway may be of concrete, pavers, bricks or asphalt as provided for in the plans and specifications submitted to the Developer. In no event shall any driveway be installed until such time as the Developer has approved the proposed location for said driveway.

Lot Owners agree to install a temporary rock driveway during the construction of their home to prevent any soil (dirt) from tracking onto public streets. If soil does reach the public streets, lot owner shall have it removed prior to the end of that day or noncompliance may place lot owner, builder and subcontractor in violation of the State of Illinois Erosion Control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.

17. **OFF-STREET PARKING** Each Lot Owner, at the time of construction shall provide a minimum of three (3) paved concrete spacing off street parking spaces exclusive of garage stalls. Said three (3) off street parking spaces may consist of the driveway to the house and/or any area in addition to the drive. No over night parking will be allowed on the street in front of the home nor will there be allowed any parking in said street for an extended amount of time.
18. **EXCAVATION DIRT** All materials excavated from any lot shall be removed from the subdivision unless permission is otherwise granted in writing by the Developer. Lot Owner and/or excavator shall place no dirt from the excavation for the home on the adjoining lots. Dirt placed on adjoining lots or disturbed on adjoining lots is a violation of the erosion control permit and violators will be subject to State of Illinois Environmental Agency fines.
19. **TANK/RECEPTACLES** No tanks or other receptacles for storage of liquid or gas fuel shall be permitted to be installed or maintained in the subdivision boundaries.

20. **MAILBOXES** Mailboxes shall conform with the character, color and design established by the Developer. The Developer has adopted a uniform mailbox and post design requirements, in conformity with the requirements specified by the U.S. Postal Service. A uniform mailbox shall be purchased from mailboxes.com. Owner shall pay for mailbox, post and installation.
21. **FENCES & ENCLOSURES** All fences and privacy screens, shall be constructed solely of wood, wrought iron, aluminum or earth-tone vinyl , except for nails, bolts, and other hardware unless approved in writing by the Developer. Chain link fences will not be approved. Retaining walls, animal enclosures, outbuildings, swimming pools, and tennis court fencing may be of other materials as approved by the Developer. No fence can be built in front of the front yard. Request must be submitted to Developer with site plan, showing property lines, set backs, location of home and fencing, existing and planned, color, etc. Developer shall take into consideration preservation of the natural area of the lot, sight views to the outlots, and shall examine the proposed plans of the lot owner submitted for approval as they relate to conservation of the balance of the lot. Lots adjoining the lake must be enclosed by black simulated iron fencing.
22. **LANDSCAPING** A Preliminary Landscaping Plan must be approved by Developer. Each lot owner is required to plant a minimum of four (4) trees within 120 days of occupancy, and the trees must be at least 2” in diameter and of approved species. Landscaping of lot must occur within 90 days of certificate of occupancy. All lot owners must sod the front and seed the sides and rear, at a minimum, unless Developer agrees otherwise.
23. **CLOTHESLINES** No permanent or temporary clothesline or posts or other fixture for hanging clothes outside of the primary residence shall be constructed or maintained.
24. **GARBAGE RECEPTACLES** No receptacle used for the purpose of garbage storage shall be stored outside of a lot owner’s home or garage. The only exception to this restriction is on the scheduled day of garbage pick up. Garbage containers must be purchased from the Town of Normal for automated pick-up.
25. **POOLS** Swimming pools will not be allowed until prior written approval has been secured from the Developer. No above ground pools shall be permitted. Any swimming pool must comply with any of the Town of Normal ordinances or building codes.

26. **TENNIS/SPORT COURTS** Tennis courts, basketball goals, backboards and all other sporting or recreational equipment may not be installed, permanently or temporary, in the front yards (that is, within the area between the front of the home and the front property line) and must be approved in writing by the Developer. Location, style, screening, colors and any other relevant facts associated with the court shall be submitted for written approval by the Developer. Said courts shall observe setback restrictions of the Town and these Deed Restrictions and Covenants. Playground equipment must be screened from abutting lots.
27. **OUTBUILDINGS** No outbuildings, unattached garages or storage sheds may be erected or maintained in the Trails on Sunset Lake. Gazebos, playhouses and an outbuilding in conjunction with a pool may be constructed on any lot, but is restricted to a maximum size of fourteen feet by fourteen feet (14' x 14') with maximum height of twelve feet (12'), and a maximum side wall height of eight feet (8'), provided it is constructed of the same materials and colors as the home built on the lot, and provided further that prior written approval for the outbuilding has been secured from the Developer. Roof pitch shall adhere to the restriction as written in paragraph twelve (12) above. Request must be submitted in writing to Developer with site plan, showing property lines, set backs, location of home and fencing, existing and planned, as well as location of adjoining homes drawn to scale.
28. **FIREWOOD STORAGE** No more than two (2) face cords of firewood may be stored outside of any structure on a lot in the subdivision and firewood may not be stored in any location so it may be seen from the street in front of said home. All firewood shall be stacked in a neat and orderly manner and may not be stacked in height more than four feet (4').
29. **SATELITE DISHES** Satellite dishes may be erected subject to the following: (a) a satellite dish shall not exceed thirty (30) inches in diameter; and (b) it must be located in the rear yard or rear roof of the structure (that is, not in the side nor the front yard).
30. **MODEL/SPECULATIVE HOMES** Construction of model or spec homes is expressly permitted as long as they conform to the restrictions hereby created.
31. **MODULAR HOMES** No modular, panelized, pre-manufactured or prefabricated homes are permitted in Trails on Sunset Lake.
32. **EASEMENTS** No permanent buildings or trees shall be placed on utilities and drainage easements, but the easement areas may be used for gardens, small shrubs and landscaping so long as said use does not interfere with the use intended or purpose of the easement. The Town, Developer and any utility provider shall have access under an across all utility easements for repair and replacement of utility lines. Damage to

landscape, shrubs, flowers, trees, fences, etc. removed in this process will be the lot owner's sole expense.

33. **CERTIFICATE OF OCCUPANCY** No homes shall be occupied until a Certificate of Occupancy has been issued by the Town of Normal.
34. **USE OF LOT/RESIDENCE** No more than one (1) room in any residence erected in the subdivision may be used by the Owners for professional purposes incidental to the practice by the Owner of his profession elsewhere, provided the use does not conflict with the Town of Normal ordinances and regulations. There shall be no pickup or delivery of goods in association with a Lot Owner's profession. No lot in this subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.
35. **LOUD NOISES** Loud noises shall not be permitted to emulate any property, including the Trails on Sunset Lake common area(s). Reasonableness shall be determined with reference to the character of the subdivision. Lot owners shall use due diligence to insure that barking animals owned by them do not disturb their neighbors. A noise shall be deemed loud if it is audible inside a neighboring residence with doors and windows closed.
36. **DIVISION OF LOTS** No lot or lots, as originally platted, shall be divided so as to result in the creation of additional lots.
37. **DEVELOPER'S RIGHT TO RE-PURCHASE** It is the Developer's intent that the lots in Trail on Sunset Lake be sold for improvement with residences and structures as provided herein and not for speculation and re-sale unless so improved. Developer reserves the first and prior right to buy back a lot from a lot owner in the event said owner desires to sell said lot without improvement as aforesaid. Said right to re-purchase shall be triggered by Developer's receipt of written notice from a lot owner that he has received a bona fide written offer for the purchase of the lot from a 3rd party which the owner wishes to accept, together with a copy of the said bona fide offer. Developer shall thereupon have fifteen (15) days to notify owner in writing of its intent to re-purchase the lot, which re-purchase shall be completed on or before twenty-one (21) days from the date the owner so notifies Developer. The purchase price shall be established by each party obtaining an appraisal of the property and, assuming the highest appraisal does not exceed the lowest by more than ten percent (10%), the selling price shall be ninety seven percent (97%) of the overage of the two appraisals. If difference in value of the appraisals exceeds ten percent (10%) of the lowest value, the parties shall submit to a neutral AAA arbitrator to establish the price. Developer shall relinquish said right and record a release thereof in the event that (a) owner erects a house on the lot in accordance with these Restrictions, or (b) Developer elects not to re-purchase the lot, or fails to notify owner of its intent to do so, within

the time above provided. If Developer does elect to re-purchase the lot, owner shall at the request of the proprietor produce evidence of good title free and clear of liens and encumbrances except those to which lot owner's purchase was subject and real estate taxes shall be pro-rated to the date of possession; and lot owner shall furnish Developer with a good and sufficient warranty deed conveying said lot to Developer upon closing and payment of the price thereof. All real estate transfer taxes shall be paid by owner.

38. **RESERVED.**

39. **RESERVED.**

40. **OUTLOTS** Outlots 11 & Town of Normal Right-of-Way (Cul-de-Sac) as depicted on the Preliminary Plan or Final Plat of Trails on Sunset Lake shall be for the entrance signage and landscaping. The maintenance of these outlots shall be the responsibility of the Developer and the Association, when formed. The Proprietor reserves the right to maintain one double faced five foot by ten foot (5' x 10') marketing sign on one of these outlets.

41. **ANIMALS** No animals shall be kept in exterior pens or cages. The Developer reserves the right to deny the type or breed and number of pet(s).

42. **ATV'S / SNOW MOBILES / MOBILE HOMES / TRUCKS** Only operable passenger cars, SUV's and pickup trucks owned by the Trails on Sunset Lake homeowners, their invitees and guests, may park in the subdivision. No motor homes, RV's, tents, shacks, garages or other outbuildings may be used as a residence in the subdivision. No commercial trucks, trailers, boats, motor homes, ATV's or snow mobiles may be operated or kept in the subdivision, except for the purpose of pickup and delivery, unless same is parked in the property Owner's closed garage.

43. **WEEDS, GRASS AND TRASH** All owners shall maintain their property in a presentable condition, including keeping all weeds and grass cut to height not to exceed eight inches (8") on their property. No lot shall be used or maintained as a dumping ground for rubbish or yard waste and no lot owner will dump grass clippings, dirt or rubbish on the adjoining lots or land. Trash, garbage or other waste shall not be kept except in sanitary containers.

44. **LOT OWNERS RESPONSIBILITY** Each lot owner shall be responsible for the protection of all of the following on the lot purchased in Trails on Sunset Lake and for notifying and supervising their contractors and subcontractors regarding these responsibilities. 1) To protect and preserve or have a civil engineer replace all lot survey corners lost during construction and/or landscaping. 2) To protect and not bury, remove or damage utility valve, connection stop boxes, sewer manholes, the

drain lines system piping and inspection ports and to promptly repair any damage or obstruction to any of these systems caused by their contractors or subcontractors.

45. **SIGNS** No sign of any kind shall be displayed on any lot except a sign of not more than six (6) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales. No vendor or trade signs shall be allowed. No sign restriction, however, shall apply to the Developer.
46. **ENFORCEMENT OF RESTRICTIONS** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any lot owner, contract buyer or lessee to take such legal actions as may be necessary to prevent such person or persons from committing such violation or violations or to recover damages for such violation or violations. The Developer may, but shall not be obligated to enforce these restrictions.
47. **INVALIDATION OF RESTRICTIONS** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
48. **RESERVED.**
49. **FUTURE RESIDENCES** All of these restrictions apply not only to the first buildings erected on each lot, but also to any building thereafter erected as long as these restrictions remain in force and effect.
50. **PURPOSE OF RESTRICTIONS** The restrictions created by this Declaration benefit and burden only the land described in the Declaration. Notwithstanding the sharing of present or future facilities by other land, whether developed by the Developer or other, the general plan created by the restrictions herein extends only to portions of the property as final platted and there is no intention to benefit any persons other than those having an interest in the land described herein. The existence of covenants for persons owning land or having an interest in land outside the land described in this Declaration does not confer upon them any right whatever to enforce restrictions hereby created.
51. **HOMEOWNER'S ASSOCIATION** Each lot owner in Trails on Sunset Lake Subdivision shall be a member of the Trails on Sunset Lake Homeowner's Association (Association). Said Association shall be incorporated as an Illinois Not For Profit Corporation and the property subject to the jurisdiction of this Association shall include the outlots and any other real estate added, annexed or conveyed thereto.

A. **Organization**

When one hundred percent (100%) of the lots in the subdivision of Trails on Sunset Lake have been sold by the Developer or when the Developer deems necessary, a homeowners' association, to be known as the Trails on Sunset Lake Homeowner's Association, shall be organized by recording a written Declaration signed by the Developer and the then owners of the lots in the Office of the Recorder of Deeds of McLean County, Illinois. Further, said Association shall be incorporated as an Illinois Not For Profit corporation and the property subject to the jurisdiction of the Association shall include the outlots.

B. Voting

For the purpose of voting at any meeting of the Association, each lot shall entitle the owner or owners thereof to one (1) vote and the decision of the Association shall be by majority vote except with respect to alteration, amendment or recession of these covenants and restrictions which shall require a $\frac{3}{4}$ majority vote. Any owner or owners may designate in writing any other person as a proxy to vote at any meeting of the Association.

C. Trustees

The Association shall be managed by three (3) Trustees, each of whom shall be a homeowner/resident of a lot in the Subdivision and shall serve for a term of one (1) year or until his successor is duly elected. At the first meeting of the Trustees, to be held within ten (10) days after their election, such Trustees shall elect from their number a president, secretary and a treasurer, all of whom shall serve for one (1) year or until their successors are elected. The secretary shall keep complete records of all actions and proceedings to the Trustees, and the Trustees are hereby authorized to act for and on behalf of the Association, and as may be directed by the members thereof.

D. Meetings

The Trustees may call special meeting of the Association by giving of ten (10) days prior written notice to all members thereof. Such notice to a member must be either personally served or a notice mailed to the last known residence of the member. Annual meetings of the Association shall be held for the election of Trustees and the transaction of such other business as shall come up before the meeting, and the Association may adopt such by-laws as they, from time to time, may deem necessary or advisable, not otherwise inconsistent with these provisions.

E. Power and Duties

When organized, the Association shall have the following powers and duties, and upon incorporation of the Association, any other that may be granted the Illinois Not For Profit Corporation Act: provided, however that nothing

hereinafter contained shall be deemed to prevent any owner from enforcing any restrictions or covenants in his own name:

1. Election of Trustees

To elect Trustees and delegate powers and duties thereto.

2. General Fund

To provide for a general fund to enable the Association to perform its duties and to maintain the Subdivision and property under its jurisdiction.

3. Enforcement

To enforce in the name of the Association or in the name of any owner within the Subdivision, any and all covenants, easements, reservations, stipulations, conditions and restrictions which have been imposed upon lots in the Subdivision.

4. Common Area Maintenance

To maintain any common area, spray, mow, plant trees, shrubs, flowers, sow or re-sow grass, clean storm sewer grates and inlets and keep same free of grass, leaves and debris. To maintain Trails on Sunset Lake, and any structure erected upon any grounds owner by the association, including but not limited to the entrance sign.

5. Lighting

To provide for such lights and replacements, repair or improvement thereof as the Association may deem advisable on streets, public places, including the fountain light and entrance sign lighting, gateways and semi-public places, not otherwise provided for.

6. Insurance

To provide and maintain liability insurance for all property owned by the Association in an amount adequate enough to cover all risk associated with the functions of said association. To provide officer's and director's insurance in an amount deemed necessary to protect any liability born by the Trustees and the performance of their duties.

F. General Fund

For the purpose of providing a general fund to enable the Developer or when organized the Association, to perform the duties and to maintain the improvements provided herein, all land within the boundaries of the subdivision shall be subject to improvement and maintenance assessments, to be paid to the Developer or when organized, Association annually, in advance, by the respective owners of the lots subject to such assessment. Such

