

DECLARATION OF ZERO LOT LINE RESTRICTIONS
FOR
THE RIDGE SUBDIVISION

THIS DECLARATION made and entered into by CLINT C. ATKINS, hereinafter referred to as "Declarant" and "Developer".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real estate in the County of Champaign, State of Illinois, the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Parcel"), and

WHEREAS, Declarant having caused the Parcel to be surveyed by William E. Sheridan, Illinois Professional Land Surveyor Number 2031 and having subdivided said real estate into lots (numbered 101A through 110C, inclusive) streets and utility easements as shown on the plat attached hereto as Exhibit "B", said subdivision to be known as The Ridge Subdivision, City of Urbana, Champaign County, Illinois (the "Property").

WHEREAS, Declarant is further desirous of establishing for the mutual benefit of all future owners or occupants of the Property or any part thereof ("Owners"), certain easements

and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, and

WHEREAS, Declarant desires to reserve unto Declarant the right to add to said "Parcel" and "Property" and to submit additional portions or the entirety of "Development Area" subject to and in accordance with the terms of this Declaration.

NOW THEREFORE, Declarant, as the record owner of the above described real estate and for the purposes above set forth, hereby declare as follows:

1. Administration and Operation of the Property. The governing body of all of the Owners for the administration and operation of the Property, shall be the Owners' Association who shall be elected in the manner provided in the Bylaws. Upon its election, the Board of Directors shall cause to be formed a not-for-profit corporation and in such event, such corporation (hereinafter referred to as the "Association") shall be the governing body of all of the Owners for the administration and operation of the Property as provided in this Declaration and in the Bylaws. All rights, titles, powers, privileges and obligations vested in or imposed in this Declaration and in the Bylaws shall be held or performed by the Association through the duly elected members of the Board of Directors thereof and their successors in office. The initial Bylaws for the Association shall be the Bylaws appended hereto as Exhibit "C" and made a part hereof.

Whenever the word "Board" is used in this Declaration or in the Bylaws, it shall mean and refer to the Board of Directors of the Association. The Board shall be elected by the Owners in accordance with the Bylaws. Neither the Board, the Association nor the Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and Bylaws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "D", and shall be administered in accordance with the provisions of the Declaration and Bylaws. Each Owner shall be a member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when he ceases to be a Owner, and upon transfer of his ownership interest, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

2. Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Areas bears to the total percentage interest of all the Owners in the Common Areas. Each agreement made by such members or officers or by the

managing agent on behalf of the Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Owners or for the Association.

3. Determination by Board Binding. In the event of any dispute or disagreement between any Owners, or any question of interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Owners.

4. Ownership of the Common Areas. The Association shall be the Owner of all Common Areas as shown on the Plat or described herein.

5. Use of Common Areas. Each Owner shall have the right to use the Common Areas in common with all other Owners as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Lot owned by such Owner. Such right to use the Common Areas shall extend to each Owner, and the agents, servants, tenants, family members and invitees of each Owner. Such rights to use and possess the Common Areas shall be subject to and governed by the provisions of this Declaration and the Bylaws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Areas as more particularly provided in the Bylaws.

6. Common Expenses. It shall be the duty of each Owner to pay his proportionate share of the common expenses, including without limitation the expenses of administration, maintenance and repair of the Common Areas and painting exterior surfaces, roof maintenance and replacement gutters and downspouts, exterior walls and foundations, common sanitary sewers, lawn maintenance, snow removal and any other expenses incurred in conformance with the Declaration and Bylaws or otherwise lawfully agreed upon and further including each Owner's pro rata share of the assessments due the Eastgate Detention Association (which expenses are herein sometimes referred to as "common expenses"). The initial assessment shall be \$110.00 per month and payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws.

If any Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the Lot of such Owner. Such lien for common expenses shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all other Owners, and may be foreclosed by an action brought in the name of the Board in like manner as a mortgage of real property. The members of the Board and their successors in office, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

7. Separate Mortgages. Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Lot.

8. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner for his Lot. In the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective share of common expenses set forth on Exhibit D.

9. Insurance.

(a) Each Owner shall obtain insurance for the Building any portion of which is located on the Owner's Lot against loss or damage by fire and such other hazards, for the Owner's pro-rata share of the full insurable replacement cost of the Building ("Casualty Insurance").

In addition, each Owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Owner's dwelling unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the damaged dwelling unit ("Owner's Liability Insurance"). Personal liability of an Owner shall include the deductible of the Owner whose dwelling unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

"Mandatory Insurance Coverage" as used herein shall include Casualty Insurance and Owner's Liability Insurance.

If an Owner does not purchase and produce evidence of Mandatory Insurance Coverage to the Board, the Board may, but shall not be required to, purchase the Mandatory Insurance Coverage and charge the premium cost back to the Owner. In no event shall the Board be liable to any person either with regard to its decision not to purchase the Mandatory Insurance Coverage, or with regard to the timing of its purchase of the Mandatory Insurance Coverage or the amounts or types obtained.

In case of fire or any other disaster the proceeds of Mandatory Insurance Coverage, if sufficient to Reconstruct the covered Building, shall be applied to such Reconstruction. "Reconstruction" as used herein, means restoring the Building to substantially the same condition in which it(they) existed, with each dwelling unit and the common elements having the same vertical and horizontal boundaries, prior to the fire or other disaster.

(b) The Board shall have the authority to and shall obtain comprehensive liability insurance, against claims and liabilities arising in connection with the ownership,

existence, use or management of the Common Areas in amounts deemed sufficient in the judgment of the Board, insuring the Developer and Owners individually and severally, the Board, the Association, the Declarant, the managing agent, if any, and their respective employees, agents and all persons acting as agents. The insurance shall cover claims of one or more insured parties against other insured parties. Such insurance shall contain a waiver of rights to subrogation by the insuring company against any of the above named insured persons. The Board shall notify insured persons concerning the cancellation of such insurance. Premiums for such insurance shall be common expenses.

(c) Each Owner shall be responsible for his own insurance on the contents of his own dwelling unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the common expenses as above provided.

(d) Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Declarants, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Areas, or to any personal property located in the dwelling units or Common Areas, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

10. Maintenance, Repairs and Replacements. Each Owner shall furnish and be responsible for, at his own expense, all maintenance, repairs and replacements within his own dwelling unit. Maintenance, repairs and replacements of the items of common expense, including roofs and outside walls, shall be furnished by Owners in accordance with the respective percentages of ownership as set forth in Exhibit "D" until election of the Board and thereafter shall be furnished by the Board as a part of the common expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the Board, maintenance, repairs and replacements may be assessed in whole or in part to Owners benefited thereby and further, at the discretion of the Board, it may direct such Owners in the name and for the account of such Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanical or material men's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other lien or encumbrance, including any lien for sewer service charges imposed by the Urbana-Champaign Sanitary District related to one or more Units, which, in the opinion of the board may constitute a lien against the Property or Common Areas, rather than against a particular dwelling unit. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any dwelling unit is necessary to protect any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner at the dwelling unit. If such Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Owner.

If, due to the act or neglect of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to a dwelling unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph. All expenses, which, pursuant to this Paragraph, are chargeable to any Owner, may be specifically assessed to such Owner and shall be payable by such Owner as prescribed by the Board.

11. Alterations Additions or Improvements. Except as constructed or altered by or with the permission of the Developer at any time prior to the election of the first Board, nothing shall be altered or constructed in or removed from the Common Areas, except upon the written consent of the Board. The Board may authorize and charge as common expenses, alterations and improvements of, and additions to items of common expense; provided, however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$5,000.00 without the approval of Owners owning not less than two-third (2/3) of the Lots. Any Owner may make alterations, additions or improvements within his dwelling unit without the prior written approval of the Board, but in any event such Owner shall be responsible for any damage to other dwelling units, or the Property as a result of such alterations, additions or improvements.

12. Decorating. Each Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own dwelling unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any dwelling unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such dwelling unit shall be entitled to the exclusive use of such surfaces, and such Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible

to the exterior of the Building, shall be white and subject to the rules and regulations of the Board. Decorating of the Common Areas and the exterior (other than as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such dwelling units caused by maintenance, repair or replacement work on an item of common expense by the Board, shall be furnished by the Board as part of the common expenses.

13. Encroachments and Easements.

(a) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any dwelling unit encroaches or shall hereafter encroach upon any part of any other dwelling unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such dwelling unit so encroaching so long as all of any part of the Building containing such dwelling unit so encroaching shall remain standing or in place; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any dwelling unit if such encroachment occurred due to the intentional, willful or negligent conduct of any Owner.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment over, under, along and on any part of the Common Areas as they exist on the date of the recording hereof.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, his successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and right described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

14. Sale or Lease by an Owner -- First Option to Declarant or Board. If any Owner, other than Declarant or Developer, shall desire at any time to sell or lease his Lot, other than to a co-owner of the same Lot, he shall first give the Board, or Declarant or Developer, if the first Board has not at said time been elected, at least thirty (30) days' prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character reference of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase or lease such Lot upon the same terms as the proposed sale

or lease described in such notice.

If the Board shall give written notice to such Owner within said thirty (30) days period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Lot upon the same terms as herein provided then, such Owner may proceed to consummate said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to consummate said proposed sale or lease transaction within said ninety (90) days, his Lot shall again become subject to the Board's right of first option as herein provided.

If the Board shall give written notice to such Owner within said thirty (30) day period of its election to purchase or lease such Lot upon the same terms as the proposed sale or lease described in said written notice to it, then such purchase or lease by the Board shall be closed upon the same terms as such proposed sale or lease.

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed and acknowledged by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase or lease such Lot upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If all Owners, excluding the owner or owners of the Lot subject to such option, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the respective Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purpose or lease of such Lot by the Board.

If the Board shall make any such purchase or lease of a Lot as herein provided, the Board or its nominee shall hold the same for the benefit of the remaining Owners and shall have the authority at any time thereafter to sell or sublease such Lot upon such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among, or charged to, such remaining Owners in proportion to their respective interests in such Lot.

If a proposed lease of any Lot is made by any Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Owner with respect to such Lot as provided in this Declaration and the Bylaws, and the

lease shall expressly so provide. The Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Lot.

If any sale or lease of a Lot is made or attempted by any Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the property as a whole shall be sold unless sooner rescinded or amended by the Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions. In the event the first Board has not yet been elected, the foregoing procedures shall apply to Declarant and Developer.

15. Use and Occupancy Restrictions. The Lots shall be occupied and used as follows:

- (a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each dwelling unit or any two adjoining dwellings used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes.
- (b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property except for home office use, so long as no retail sales are made at the premises. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by Declarant or Developer or their agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied dwelling units, and on any part of the Common Areas, and the right is hereby given to any mortgagee, who may become the owner of any Lot, to place signs on any Lot owned by such mortgagee. Until all Lots are sold, the Declarant and Developer shall be entitled to access, ingress and egress to the Property as is necessary in connection with the sale or leasing of any Lot. The Declarant and Developer shall have the right to use any unsold Lot or Lots as models for display purposes and to maintain on the Property advertising signs in connection therewith.
- (c) There shall be no obstruction of the Common Areas, including but not limited to fences or other structures, nor shall anything be stored in the Common Areas without the prior consent of the Board, except as herein expressly provided. Each

Owner shall be obligated to maintain and keep his own Lot and its interior surfaces, windows and doors in good, clean order and repair. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible to the exterior of the building, shall be white and subject to the rules and regulations of the Board.

Nothing shall be done or kept on any Lot, including in any dwelling unit which will increase the rate of insurance on the Buildings, or contents thereof, applicable for residential use, without the prior written consent of all Owners affected thereby. No Owner shall permit anything to be done or kept in his dwelling unit which will result in the cancellation of insurance on any Buildings, or contents thereof, or which would be in violation of any law. No waste shall be permitted on any Lot.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any Building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the recording hereof, or otherwise constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) No animals of any kind shall be raised, bred, or kept on any Lot, except that one dog or one cat may be kept subject to rules and regulations adopted by the Board, provided that such household pet shall not be kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days' written notice from the Board.

(f) No noxious or offensive activity shall be carried on at any Lot, nor shall anything be done therein, either willful or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(g) Nothing shall be done which will impair the structural integrity of any Building or which would structurally change the Building except as otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or articles shall be hung out or exposed on the Property. The exterior of all Lots, including yard areas shall be kept free and clear of rubbish, debris and other unsightly materials; all rubbish and garbage containers shall be kept stored inside garages.

(i) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property outside on the Property overnight without the prior consent of, and subject to any regulations of, the Board.

(j) No campers, motor homes, boats, trailers or trucks shall be parked or stored outside on the Property and no more than two automobiles shall be kept or stored on the property by the Owner or Occupant of each Lot.

(k) Each Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Owner, the Officers and members of the Board, the Developer, the Trustee, and the beneficiaries of the Trustee, and their respective employees and agents, for damage to any Building(s), the dwelling units, or to any personal property located in the dwelling units, caused by fire or other casualty or any act or neglect to the extent that such damage is covered by fire or other form of hazard insurance.

(l) If, due to the act or neglect of an Owner, or of a member of his family or household pet or of guest or other authorized occupant or visitor of such Owner, damage shall be caused to the a Building, Common Areas, or to a dwelling unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released (i.e., not covered by applicable insurance).

(m) Any release or waiver referred to in subparagraphs (l) and (m) hereof shall be valid only if such release or waiver does not affect any right of the insured under the applicable insurance policy to recover thereunder.

(n) No Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.

16. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one Lot and partly upon another Lot and all walls which serve two dwelling 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 or 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 in or on said wall any pipes, duct, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

(a) No Owner shall have the right to extend said party wall in any manner, either in length, height, or thickness.

(b) 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 Reconstruct such wall and the Owner of each dwelling unit which abuts on such party wall shall pay his pro rata portion of the cost of such repair or Reconstruction. All such repair or Reconstruction 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 Reconstructed, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(c) The foregoing provision notwithstanding, the Owner of any dwelling unit shall retain the right to receive a larger contribution from another or others under this Declaration and/or any rule of law regarding liability for negligent or willful acts or omissions.

(d) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the Owner of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or Reconstruct 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 the Building, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the Buildings which remain standing.

17. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, Bylaws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, Bylaws or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees, late charges, and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of nine percent (9%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Lot and ownership interest in the Common Areas of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his dwelling unit or located elsewhere on the Property. In the event of any such default by any Owner, the Board and the manager or managing agent of the Board, if so authorized by the Board, shall have the authority

to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulations adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration:

- (a) to enter upon the Lot, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or to take possession of such Owner's Lot.

If any Owner (either by his own conduct or by the conduct of any other Occupant of his dwelling unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Lot, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or Occupant (subject to the prior consent in writing of any mortgagee having a security interest in the Lot of said defaulting Owner, which consent shall not be unreasonably withheld), or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by him or account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any lien, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and the Owner's corresponding percentage of ownership in the Common Areas, and to immediate possession of the Lot sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration.

18. Amendment. In addition to the foregoing provisions for amendment of this Declaration, the provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by not less than two-thirds (2/3) in interest of the Owners; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or the Bylaws, requires the consent or agreement of all Owners or of all lien holders for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Owners or all lien holders or both as required by this Declaration.

Any change, modification or rescission, shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Champaign County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

No change, modification or amendment which affects the rights, privileges or obligations of the Declarant or Developer shall be effective without the prior written consent of the Declarant or Developer.

19. Notices. Notices provided for in the Declaration or Bylaws shall be in writing, and shall be addressed to the Board or any Owner, as the case may be, at (indicating thereon the number or symbol of the respective Lot if addressed to an Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Owners at such time. Any Owner may also designate a different address or addresses for notice to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot is subject to such mortgage or trust deed.

20. Severability. If any provision of the Declaration or Bylaws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and Bylaws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

21. Rights and Obligation. Each grantee of Declarants by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the

same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the Bylaws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lots as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

22. General Provisions.

(a) Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise any of the powers, rights, duties and functions of the Board.

(b) No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(c) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class residential subdivision.

(d) In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary(ies) thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

23. Definitions.

a. "Building" shall mean a structure containing a dwelling unit.

- b. "dwelling unit" shall mean the interior living area of a Building.
- c. "Lot" shall mean one of lots 101A through 110C inclusive, the improvements and appurtenances thereon, including Buildings and the dwelling units therein.
- d. "Property" shall mean the Common Areas and Lots.
- e. "Common Area" shall mean any part of the Property not included in the definition of "Lot" or as otherwise depicted on the Plat.
- f. "Plat" shall mean the plat of subdivision for The Ridge Subdivision.
- g. "Owner" shall mean the fee simple owner of a Lot.
- h. "Occupant" shall mean any person permanently residing at, but not an Owner of a Lot.


CLINTON C. ATKINS

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Exhibit "A"

LEGAL DESCRIPTION

Exhibit "B"

PLAT

Exhibit "C"

BYLAWS

ARTICLE I

Members (Owners)

Section 1. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of three (3) Persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner or such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Lot, or for a regular or special meeting of the Board may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of common expenses as set forth in Exhibit "D" or Amended Exhibit "D". Declarant shall be the voting member with respect to any Lot owned by the Declarant.

Section 3. Meetings of the voting members shall be held at the property or at such other place in the county wherein the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Such meetings shall be subject to open meeting law requirements.

(a) The first annual meeting of the Owners shall be called by Declarant upon ten (10) days' written notice.

(b) Special meetings of the voting members may be called at any time for the

purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Owners of three (3) Lots, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Lot of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE II

Board of Directors

(Board of Managers)

Section 1. At the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the members on the Board shall constitute a quorum. Members of the board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall be elected for a term of one (1) year. The voting members having at least two-thirds ($2/3$) of the total votes may increase the term of office of Board members at any annual or special meeting. The terms of at least one-third ($1/3$) of the persons on the Board shall expire annually. Board members are eligible for re-election at all times. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds ($2/3$) of the total votes. Vacancies in the Board shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in the Bylaws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

Section 2. The Board shall elect from among its members a president who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Vice President who shall serve in the absence of the President, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall

see fit to elect. All offices, except the office of President, may be combined. Non-Board members may be designated by the Board to act as Secretary or Treasurer or both.

Section 3. For failure to carry out the duties and responsibilities of office, any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 4. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 5. The Board shall have the following additional powers and duties:

- (a) to engage the services of a manager or managing agent who shall manage and operate the Property for all the Owners upon such terms and with such authority as the Board may approve;

- (b) to formulate policies for the administration, management and operation of the Property;

- (c) to adopt administrative rules and regulations, after a membership meeting, with written notice thereof to all Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners, and to amend such rules and regulations from time to time after a membership meeting;

- (d) to provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and Bylaws and for such purposes to enter and to authorize entry into any dwelling unit, causing as little inconvenience to the Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;

- (e) to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property and to delegate any such powers to the manager or managing agent (and any such

employees or other personnel as may be employees of the managing agent);

(f) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated common expenses as hereinafter provided;

(g) to pay out of the maintenance fund hereinafter provided for, for, the following:

(i) the services of a manager or managing agent or any other person or firm employed by the Board.

(ii) payment for the maintenance, repair and replacement of the items of common expense.

(h) to bid for and purchase any Lot at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of all Owners, excluding the Owner or Owners of the Unit being purchased;

(i) to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners; to exercise all other powers and duties of the Board of Managers or Owners as a group referred to in the Declaration or these Bylaws.

ARTICLE III

Assessments

Section 1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Areas. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage as set forth in Exhibit "C" attached to the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the

amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage set forth on Exhibit D to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage to the installments due in the succeeding six months after rendering of the accounting.

Section 2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage set forth on Exhibit D. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

Section 3. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article.

Section 4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted delivered.

Section 5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses.

Areas and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from Owner.

Section 6. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said

suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Lot covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

Section 7. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 8. Until such time as the first Board provided for herein is elected, the Declarant may assess each Unit Owner, including Declarant, a maintenance fee. Such maintenance fee, as assessed by the Declarant, shall not include a reserve for contingencies or replacements. All of the rights, duties and functions of the Board set forth in these Bylaws shall be exercised by Declarant for a period ending thirty (30) days after the date on which the first annual meeting of the Owners is called pursuant to the terms of these Bylaws.

Section 9. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by an Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the Lot, accepts a conveyance of such Lot, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

ARTICLE IV

General Provisions

Section 1. No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Lot or any two adjoining Lots used together shall be used as a residence for a single family or such other uses permitted by the Declaration and for no other purposes.

Section 2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or

otherwise, shall be conducted, maintained, or permitted on any part of the property except for home office use, so long as no retail sales are made at the premises. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. the right is reserved by Declarant or Developer or their agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Lots, and on any part of the Common Areas, and the right is hereby given to any mortgagee, who may become the owner of any Lot, to place signs on any Lot owned by such mortgagee. Until all Lots are sold, the Declarant and Developer shall be entitled to access, ingress and egress to the Property as is necessary in connection with the sale or leasing of any Lot. The Declarant and Developer shall have the right to use any unsold Lot or Lots as models for display purposes and to maintain on the Property advertising signs in connection therewith.

Section 3. There shall be no obstruction of the Common Areas, including but not limited to fences or other structures, nor shall anything be stored in the Common Areas without the prior consent of the Board, except as herein expressly provided. Each Owner shall be obligated to maintain and keep his own Lot and its interior surfaces, windows and doors in good, clean order and repair. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible to the exterior of the Building, shall be white and subject to the rules and regulations of the Board.

Section 4. Nothing shall be done or kept in any or at any Lot which will increase the rate of insurance on the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept at his Lot which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed at any Lot.

Section 5. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the recording hereof, or otherwise constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

Section 6. No animals of any kind shall be raised, bred, or kept, except that one dog or one cat may be kept subject to rules and regulations adopted by the Board, provided that such household pet shall not be kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon seven (7) days' written notice from the Board.

Section 7. No noxious or offensive activity shall be carried on at any Lot, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

Section 8. Nothing shall be done at any Lot which will impair the structural integrity of

the Building or which would structurally change the Building except as otherwise provided herein.

Section 9. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed. The exterior, including yard areas, shall be kept free and clear of rubbish, debris and other unsightly materials; all rubbish and garbage containers shall be kept and stored inside garages.

Section 10. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property outside on the Property overnight without the prior consent of, and subject to any regulations of, the Board.

Section 11. No campers, motor homes, boats, trailers or trucks shall be parked or stored outside on the Property and no more than two automobiles shall be kept or stored on the Property by the Owner or Occupant of each Lot.

Section 12. Each Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Owner, the officers and members of the Board, the Developer, the Trustee, and the beneficiaries of the Trustee, and their respective employees and agents, for damage to the Buildings, the dwelling units, or to any personal property located in the dwelling units, caused by fire or other casualty or any act or neglect referred to in the Declaration to the extent that such damage is covered by fire or other form of hazard insurance.

Section 13. If, due to the act or neglect of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a dwelling unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released (i.e., not covered by applicable insurance).

Section 14. Any release or waiver referred to above shall be valid only if such release or waiver does not affect any right of the insured under the applicable insurance policy to recover thereunder.

Section 15. No Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.

ARTICLE V

Amendments

The Bylaws may be amended or modified from time to time by action or approval of the voting members having at least two- (2/3) of the total votes. Such amendments shall be recorded in the Office of the Recorder of Deeds of Champaign County, Illinois.

ARTICLE V

Miscellaneous

All terms not otherwise defined herein shall have the definitions set forth in the Declaration.

EXHIBIT "D"

To the Declaration of Condominium Ownership for fees to The Ridge subdivision, Champaign County, Illinois.

SHARE OF COMMON EXPENSES PERCENTAGE

Unit 701	4.166%
Unit 702	4.166%
Unit 703	4.166%
Unit 704	4.166%
Unit 705	4.166%
Unit 706	4.166%
Unit 707	4.166%
Unit 708	4.166%
Unit 709	4.166%
Unit 710	4.166%
Unit 711	4.166%
Unit 712	4.166%
Unit 713	4.166%
Unit 714	4.166%
Unit 715	4.166%
Unit 716	4.166%
Unit 717	4.166%
Unit 718	4.166%
Unit 719	4.166%
Unit 720	4.166%
Unit 721	4.166%
Unit 722	4.166%
Unit 723	4.166%
Unit 724	4.166%