

REVISED DECLARATION OF COVENANTS, CONDITIONS AND LIENS  
OF CEDAR RIDGE CLUSTER HOMEOWNERS' ASSOCIATION,  
PHASE II  
(A NOT-FOR-PROFIT CORPORATION)

THIS REVISED DECLARATION was made on the date hereinafter set forth by the Cedar Ridge Cluster Homeowners' Association, Phase II (The Association) which restated and amended the Declaration of Covenants, conditions and Liens of Cedar Ridge Cluster Homeowners' Association, Phase II adopted on August 10, 1993.

WITNESSETH:

WHEREAS, J. Churchill Construction, Inc. (J.C.C., Inc.), was the owner of certain property in the County of Adams, State of Illinois, which is more particularly described in Exhibit A, attached hereto and expressly incorporated herein by reference; and

WHEREAS, J.C.C., Inc., has conveyed to the Association the real estate described in Exhibit A, subject to certain protective covenants, conditions, restrictions, easements, charges, and liens as hereinafter set forth,

NOW THEREFORE, the Association hereby declares that all of the real estate described in Exhibit A shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants, conditions, restrictions, easements, charges and liens shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the real estate described in Exhibit A or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

Section 1. "Association" shall mean and refer to the CEDAR RIDGE CLUSTER HOMEOWNERS' ASSOCIATION, PHASE II, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration as hereinafter defined.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated within the Properties in an area designated and intended for use and occupancy as a residence by a single family.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Cedar Ridge Cluster Homeowners' Association, Phase II applicable to the Properties recorded in the Office of the Recorder, Adams County, State of Illinois.

Section 9. "Cluster Home" shall mean and refer to a Living Unit which may be attached to one or more Living Units by common party walls.

Section 10. "Board" shall mean and refer to the Board of Directors of the Association.

Section 11. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 12. "J.C.C., Inc." shall mean and refer to J.Churchill Construction, Inc.

Section 13. "Roadways" shall mean the common roadways located on the property described in Exhibit A attached hereto.

Section 14. "Roofs" shall mean the roofs of the Living Units.

#### ARTICLE II—MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessments by the Association including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

### ARTICLE III—VOTING

Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership by Article II of the Declaration. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be Members. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit.

### ARTICLE IV—PROPERTY RIGHTS

Section 1. Members' easements of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or Living Unit, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;

(b) The right of the Association to suspend the voting rights of the Member for the period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenant, or contract purchaser who resides on the property.

Section 3. Title to the Common Area. J.C.C., Inc. conveyed a fee simple title to the Common Area to the Association free and clear of all encumbrances and liens.

Section 4. Parking Rights. No long-term parking by lot owners or their guests shall be permitted upon the Common Area. In no event shall parking be permitted which would interfere with the ingress and egress of Lot Owners from their garages.

## ARTICLE V—COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges;
- (b) Maintenance charges as provided in Article VIII;
- (c) Special assessments for capital improvements;
- (d) Other special assessments as provided under Section 4.(b) and

(c) of this Article. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. However, the unpaid assessment shall be a lien against the Lot or Living Unit and subject to foreclosure under Section 8 hereafter.

Section 2 Purpose of Assessment. The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Properties.

Section 3. Basis and Maximum of Annual Assessments. For all years commencing on and after June 28, 2000, the annual assessment per Lot or Living Unit shall be Three Hundred Sixty Dollars (\$360.00), and this amount may be increased by a vote of the members at the appropriate annual meeting provided that such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at such annual meeting.

### Section 4. Special Assessments.

(a) In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

(b) In the event the funds of the Association are not adequate to provide for the maintenance required by Section 1, Article VIII of the Declaration, the Board shall propose a special assessment to cover such shortfall. Such special assessment must have the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

(c) Special assessments for Roadways shall be determined in accordance with the provisions of Section 1, Article VIII of the Declaration and are subject to the applicable provisions of this Article V of the Declaration.

Section 5. Uniform Rate of Assessment. Both annual and special assessments for maintenance of the Lots and Common Area must be fixed at a uniform rate for all Lots or Living Units and may be collected on a semi-annual basis. The above stated rules will also apply to the special assessments determined under the provisions of Section 4 (b) and (c) of Article V of the Declaration.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4 of this Article. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the voting membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Dates of Semi-Annual Assessments. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. The annual assessment will be paid in advance on a semi-annual basis, namely, February 1<sup>st</sup> and August 1<sup>st</sup>. Owners who sell their Cluster Home will not receive a refund of any advance payment. However, persons who purchase such Cluster Home will have their first payment of the semi-annual assessment commence on February 1<sup>st</sup> or August 1<sup>st</sup> following the date of purchase and which is nearest to the date of such purchase.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8  $\frac{3}{4}$  % per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment or sale of the Lot or Living Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Units from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from all assessments created herein, including but not limited to maintenance on the Common Area and maintenance; including: (a) all properties dedicated to and accepted by a local public authority, (b) the Common Area, and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI – PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties places upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII – ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties and single family residences here, nor shall any exterior additions to or change of alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have fully complied.

Section 2. Landscaping. The provisions of Section 1 of this Article shall also apply to the maintenance of planting and alteration of any and all shrubs, grass, flowers, trees, and all other landscaping of any kind whatsoever on the Property.

## ARTICLE VIII – MAINTENANCE

Section 1. Association-Provided Maintenance. The Association shall be responsible for the maintenance, whether on the Common Area and/or the Lots for the following:

- (a) Grass
- (b) Trees and bushes
- (c) Sprinkler systems
- (d) Rocks on banks and around buildings

The Association may from time to time change the above list provided any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

(e) Removal of snow from all sidewalks and Roadways located on the Common Area and/ or the Lots.

(f) Repair and Replacement of Roadways. The cost of the repair and replacement of such Roadways, reduced by any insurance payment received by the Owners for such repair or replacement, shall be borne equally by all the Owners through Special Assessments. The applicable provisions of Article V of the Declaration shall apply to such Special Assessments.

### Section 2. Owner-Provided Maintenance.

(a) Each Owner of a Lot shall be responsible for the maintenance of the interior and exterior of the Living Unit including:

- (i) Electrical
- (ii) Plumbing, including sewer and water lines to such Lot
- (iii) Windows and screens
- (iv) Doors
- (v) Painting
- (vi) Caulking
- (vii) Heat Pump
- (viii) Mailbox
- (ix) Gutters, downspouts, and drainage tile
- (x) Siding
- (xi) Driveways
- (xii) Patios and decks
- (xiii) Replacement of trees and bushes
- (xiv) Sidewalks



(xiv) Roofs. The repair and replacement of the roof shall be the responsibility of the Owners of the building needing repair or replacement. In the event of a leak needing repair, the affected owner shall be responsible for said repair. In the event that the entire roof requires replacement, it shall be agreed upon by a simple majority of the Owners of said building and the cost of replacing the roof shall be borne equally by all Owners through a special assessment. Any Owner refusing to contribute their share to this special assessment shall be held accountable to the Home Owners' Association as provided in the Declaration.

(b) In the event an Owner of any Lot or Living Unit in the Properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon at the Owner's expense.

Section 3. Access. For the purpose solely of performing the exterior maintenance required (authorized) by this Article, the Association, through its duly authorized agents or employees shall have the right to enter upon any Lot or exterior of any Living Unit.

#### ARTICLE IX – RESTRICTIONS & COVENANTS

Section 1. Each Unit, or any two or more adjoining Units used together, shall be used for housing and related common purposes for which the Property was designed and for no other purpose.

Section 2. The use, maintenance, and operation of the Common Area shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Area without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain in good order and repair his own Unit.

Section 3. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board.

Section 4. Each Unit Owner shall not be permitted to have and maintain more than two motor vehicles in the Cluster Home project. The owner of any boat, trailer, or motor home shall not be allowed to store said unit outside of the owner's garage on the Common Area.

Section 5. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building. No sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Board.

Section 6. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area except that dogs and cats (not to exceed more than one (1) per Unit) may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred, or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board. Owners will be responsible for cleaning up after pets on common ground daily.

Section 7. No noxious or offensive activity shall be carried on in any Unit or in the Common Area, 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 in any Unit, or in or to the Common Area, which will impair the structural integrity of the Building, or which would structurally change the Building except as is otherwise provided therein. No Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 9. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purposes.

Section 10. 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 in any Unit.

Section 11. The Owner of each Unit shall be legally liable to the Board for all damages to the Common Area, and any improvements thereon, including but not limited to buildings and landscaping, caused by such Owner or any occupant of such Owner's Unit.

Section 12. No signs, advertising or other displays shall be maintained or permitted on any part of the property except at such locations and in such form as shall be determined by the Board. However, the Owner shall be allowed to display, in the front yard, a professional sign, not exceeding 9 sq. ft. in area, offering the property for sale.

## ARTICLE XI – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

### Section 3. Amendment

(a) The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

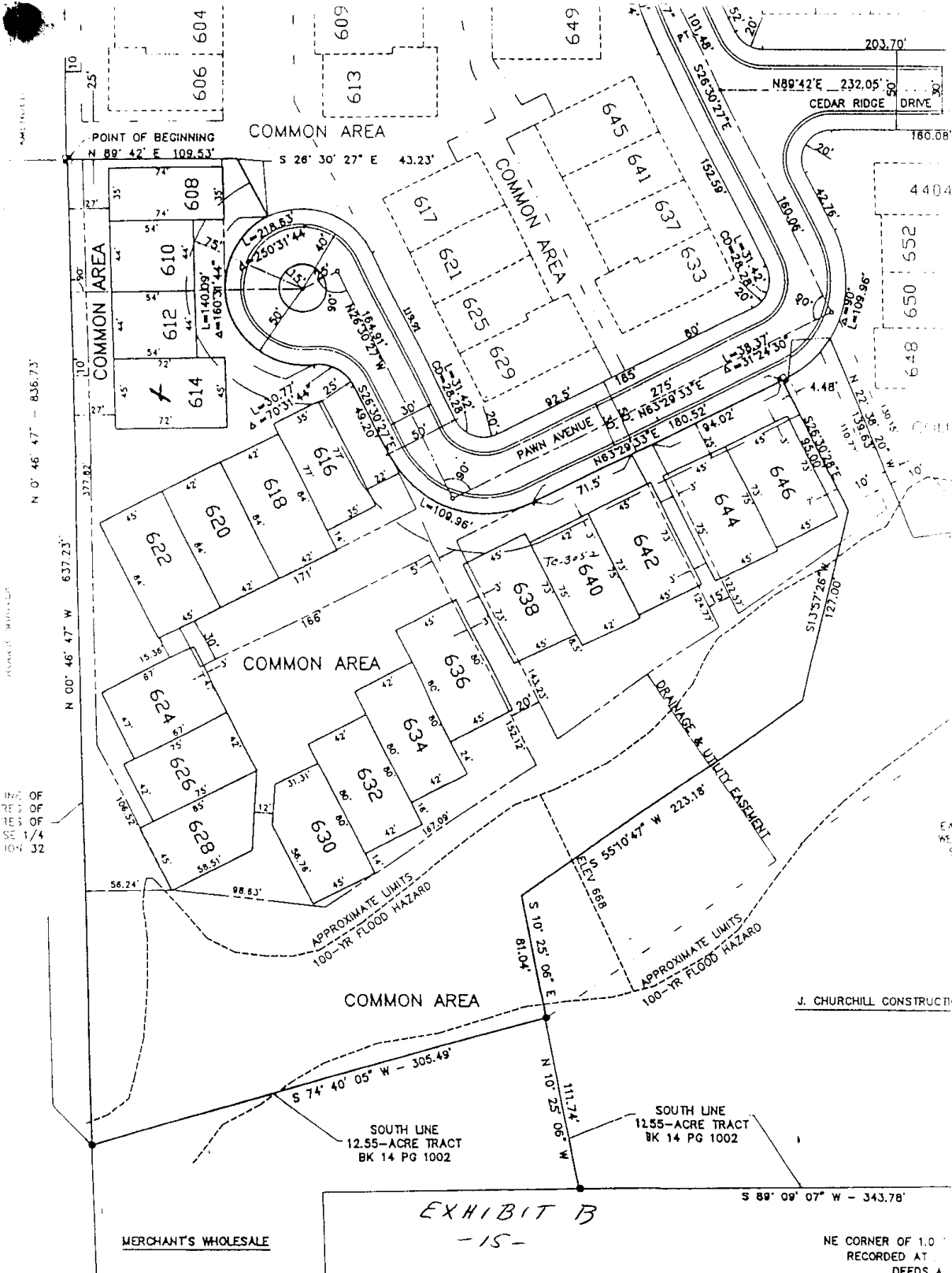
(b) Any amendment to the Declaration proposed by the Board shall be submitted to the membership for their review for at least thirty (30) days prior to the annual or special meeting. A member may propose an amendment to the Declaration from the floor at the annual meeting provided he or she has submitted such proposal to the Board at least forty-five (45) days prior to such annual meeting. The Board will, in turn, submit the member's proposal to the membership for their review at least thirty (30) days prior to the annual meeting.

(c) At the annual meeting or special meeting the covenants and restriction of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the membership and thereafter by an instrument signed by not less than seventy-five percent (75%) of the membership. Any Amendment must be properly recorded. The annual meeting or special meeting shall be at the times provided by the By-Laws.

**EXHIBIT A**

All units (608-646) in Cedar Ridge First Addition, Adams County, Illinois.

Permanent Index Nos. 23-6-1752-028 through 23-6-1752-047



MERCHANT'S WHOLESALE

EXHIBIT B  
- 15 -

J. CHURCHILL CONSTRUCTION

NE CORNER OF 1.0  
RECORDED AT  
DEEDS A