

Declaration of Covenants, Conditions & Restrictions

The Oakwoods Homeowners Association is setting forth the following covenants, conditions, and restrictions. This document amends and supercedes the Declaration of Covenants, Conditions & Restrictions recorded on the 2nd day of February, 1978, in the Recorder's Office in McLean County, Illinois, as document No. 78-1442 .

These covenants, conditions and restrictions apply to certain real property located in McLean County, Illinois, known by the official plat designation as the Oakwoods Planned Unit Development to the City of Bloomington, pursuant to the plat recorded on the 30th day of December, 1977, in the Recorder's Office of McLean County, Illinois, as document no. 77-20262.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, the Association hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions & restrictions, which shall constitute covenants running with the land and shall be binding on all the parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

Article I - Definitions

Section 1: "Association" shall mean and refer to the **Oakwoods Homeowners Association of Bloomington, Inc.**, an Illinois not-for-profit corporation, and its successors and assigns.

Section 2: "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

Section 3 : Section Reserved.

Section 4: "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area.

Section 5: "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for plant growth.

Section 6: "Member" shall mean every person or entity who holds membership in the association,.

Section 7: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8: "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 9: "Owner" shall mean the record owner, whether one or more persons or entities, of a free simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10: "Subdivision" shall mean the subdivided real property here-in-before described and such additions thereto as may be brought within the jurisdiction of the association as here-in-after provided.

Article II - Membership in Association – Voting Rights

Section 1: Membership.

Every owner of a lot shall be a member of the association: membership shall be appurtenant to and may not be separated from ownership of a lot.

Members shall be all owners, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned.

Article III – Assessments

Section 1: "Lien and Personal Obligation of Assessments"

Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2: "Purpose of Annual Assessments.

The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (A) Maintenance and repair of the common area.
- (B) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (C) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (D) Maintenance and repair of private streets within the confines of the subdivision.
- (E) Property insurance covering the full insurable replacement value of the common area with extended coverage.
- (F) liability insurance insuring the association against any and all liability of the public, to any owners or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (G) Workmen's compensation insurance to the extent necessary to comply with Section 138.4 of chapter 48 of the Illinois revised statutes, and any other insurance deemed necessary by the board of directors of the association.

- (H) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (I) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3: Maximum annual assessment-

- A. The maximum annual assessment shall be \$270.00 per lot.
- B. The maximum annual assessment may be increased by the vote or written assent of a majority of the members.
- C. The board of directors of the association may fix the annual assessment at an amount not to excess of the maximum.

Section 4: Special assessments for capital improvements

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, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the members.

Section 5: Notice and quorum for action authorized under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty nor more than forty-five days in advance of such meeting. Affirmative actions may be taken if at least 51% of the Members, in person or by proxy, affirmatively vote for such action.

Section 6: Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7: Collection of Annual Assessments

The board of directors shall fix the amount of the annual assessment against each lot at least sixty days in advance of the due date thereof and shall fix the dates such amounts become due. Assessment are payable annually. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before January 1 of each year, cause to be recorded in the recorder's office of McLean County, Illinois, a list of the delinquent assessments as of that date.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty days after the due date shall be deemed in default and shall bear interest from the due date at the rate of nine percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9: subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Stewardship of Assessment and all Association financial Assets

- A. All financial assets, including but not limited to, annual assessments and interest earned, shall only be kept and invested in FDIC accounts.
- B. At least 50% of the annual assessment must be set aside in a separate account for road repair and maintenance; and only used for that purpose.
- C. Upon extreme emergency and only with a majority vote (51%) of the eligible voters can monies from the road fund be accessed and used for any other reason than for the roads.

Article IV. Property Rights:

Section 1: Owner's Easements of Enjoyment

Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- A. The right to charge reasonable admission and other fees for the use of any common area.
- B. The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding ninety days for any infraction of the published rules and regulations of association.
- C. The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by 2/3 of the members agreeing to such dedication or transfer has been duly recorded.
- D. The right to suspend any individual's right to use any common area for any unlawful acts or abuse to others, which occurs on or to association property. Any such suspension shall be for a reasonable length of time, not to exceed six months.

Section 2: Delegation of Use

Subject to such limitations as may be imposed by the by-laws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

Section 3: Easements of Encroachment

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed or

altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point in the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of any owner.

Section 4: Other Easements

- A. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.
- B. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the association, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5: Right of Entry

The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6: No Partition

There shall be no judicial partition of the common area, nor shall any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

Article V—Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1: Single Family Residence.

- A. Each lot shall be used as a residence for a single family and for no other purpose.
- B. Family as defined in this Article will have the following definition:
- C. Family: One or more persons, each related to each other by blood, adoption, marriage, or civil union, and not more than two other persons not related by blood, adoption, marriage, or civil union, and any child living in a “foster family home” as that term is defined in the City of Bloomington Zoning Ordinance.

- D. Except as provided in this Article, each single family shall have at least one member that is an owner, i.e. all single family residences shall be owner occupied.
- E. Notwithstanding the requirement of Section 1C that all single family residences be owner occupied, rentals are permitted in the following way:

- (1) By an owner who has lived in the property for at least 12 consecutive months, for a period not to exceed 60 months in any 120 month period;
- (2) By an owner who on the date of this amendment is currently renting. Any owner desiring to take advantage of this provision shall provide a copy of the written lease to the Association Board within 30 days from the effective date of this Amendment (July 22nd, 2011). This right to rent shall terminate on the transfer of ownership of the lot by sale, transfer at death, by operation of law, or in any other way.

Section 2: No business of any kind shall be conducted on any residence with the exception of in-home businesses of the homeowner which does not add on street parking beyond the residential use allowed by the City of Bloomington single family zoning ordinance. There shall be no operation of the business causing customer traffic beyond the hours of 6:00 am to 6:00 pm on Monday through Friday.

Section 3: No noxious or offensive activity shall be carried on, in, or on any lot or common area.

Section 4: No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than ten (10) square feet in size advertising a property for sale or rent. In addition, no person shall erect a sign on the personal property of another homeowner without their consent.

Section 5: Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of a law.

Section 6: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7: No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8: No fence, hedge, wall, or other dividing instrumentality over eight (8) feet in height measured from the ground on which it stands shall be construed or maintained on any lot.

Section 9: No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10: Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 11: No “used” materials shall be used for or in the construction of this property, and no “used” previously built structure of any kind shall be moved upon said premises: however, this Section is not intended to preclude used brick, barn siding, and beams, and new manufactured housing. No garage, trailer, basement, tent, shack or other building except the residence itself erected on said tract shall at any time be used as a residence, either temporarily or permanently.

Section 12: All single family residence structures erected upon said subdivision shall have a minimum of 950 square feet of livable floor area, exclusive of any area for garage, breezeway or basement. Each lot shall be planned to contain two off street parking spaces. No duplex structures shall be permitted.

Section 13: The Association or its representative must approve in writing building placement on the lot, grade lines, and building elevations prior to obtaining any building or excavation permit.

Section 14: No trucks larger than $\frac{3}{4}$ ton, tractors, commercial trailers, recreational-type vehicles, mobile homes, boats, boat trailers, motor bikes or trail bikes, etc. shall be kept on the lot or in the subdivision except entirely within an enclosed structure or in an area designated by the association (the out lot). In order to use the vehicle storage lot, residents shall register with the Board of Directors, be up-to-date with their vehicle’s sticker, and be current on their annual assessment.

Section 15: All grass and weeds shall be kept mowed, and rubbish and other unsightly objects shall not be allowed to accumulate on the property.

Section 16: Any boundary fence constructed upon the premises must be a minimum of six (6) inches inside the property line and constructed of any decorative material. chain link fencing may, however, only be constructed in the rear yard of any lot not closer to the front line than a line formed by an imaginary exterior of the residence fencing the rear yard.

Section 17: Before the commencement of any construction on any lot, the building design, location, construction plans, and construction materials must be approved by the architectural review committee which has been established by the declarant, the owner also agrees to the master grading plan as shown on the recorded plat and to construct surface drainage in accordance with said plat. The declarant reserves the right to modify the standards which govern the type of exterior building material which is permitted, in order to reflect innovations in building material technology.

Section 18: All residential structures erected upon said subdivision shall have a minimum of a one car garage, which may be either attached to the residence or separated therefrom. In any event, carports are not considered to be garages.

Article VI: Owner’s Obligation to Repair

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction excepting only normal wear and tear.

Article VII: Owner’s Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage

occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

Article VIII: Owner's Obligation for Sidewalks, Curbs, Gutter Damage, and Grading of Yards

(additional residential property and common areas)

Each owner shall, at his sole cost and expense, be responsible for the condition of the sidewalk, curb, gutter, and yard grade of the premises. In the event that same is in any way damaged or disturbed during any construction on the premises, the owner agrees to assume the responsibility of same, so as to comply with these restrictions, and the ordinances, or law of any other government unit should the owner not comply with the provisions herein within thirty (30) days, the Owner hereby authorizes the association to make said repairs and pay the costs of same, and the association shall be entitled to a lien on the property for such repairs, until such time as the member reimburses the association.

Article IX: Annexation of Additional Property

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds (2/3) of the members voting.

Article X: Maintenance of Exterior of the Berm and the Boulevards

The association is authorized to maintain the exterior of the berm and the boulevards in the event the association determines it necessary.

Article XI: Maintenance of the Yard and the Landscaping of a Member's Lot

The association is authorized to maintain the yard and landscaping of a member's lot in the event that a member fails to reasonably do so. The association shall be entitled to a lien on the maintained property for such maintenance until such time as the member reimburses the association.

Article XII: General Provisions

Section 1: Enforcement

The association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provision 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: Amendments

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by at least 51% of the members.

Section 4: Subordination

No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein: provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5: Duration

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 any member thereof-for a period of fifty (50) years from the date hereof (Jan. 3, 1978). Thereafter, they shall be automatically extended for additional periods of fifty (50) years unless otherwise agreed to in writing by the then owners of at least $\frac{3}{4}$ of the subdivision lots.

Section 6: Violation Enforcement

If any of the covenants contained herein are breached, the Association may assess a monetary fine and place a lien. Such fines shall include attorney's fees, legal costs, and all other necessary expenses that the Association incurs in enforcing the covenants.

This instrument prepared by the law office of Dunn, Willard, Arkell, Bugg & Patterson, LLP, 1001 N. Main Street, Suite A, Bloomington, IL 61701

*this is a re-typed copy of original.