

**EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by the Central Illinois Development Co., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Sangamon County, Illinois, which is more particularly described in Exhibit "A" attached hereto.

WHEREAS, Declarant desires to provide for the preservation of values and amenities within said property, provide reasonable and necessary public services to the community of property owners therein and the development of recreational facilities, thereon; and, to such end, desires to subject said property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges, assessments and liens, hereinafter set forth; and

WHEREAS, Declarant has caused to be incorporated a non-profit corporation called Twin Lakes Homes Association for the purpose of providing such services and facilities, maintaining and administering the common areas and facilities and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the aforesaid property, and such additions thereto as may hereafter be made, is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, which shall run with the aforesaid property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to Twin Lakes Homes Association, its successors and assigns.

Section 2. "PERSON" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 3. "OWNER" shall mean and refer to the record owner, whether one or more persons, of any Private Unit, Apartment Unit, or Commercial Unit which is a part of the Properties, but shall not mean or refer to a mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in the manner hereinafter provided, such additions being limited, however, to lands which lie wholly within the real property described in Exhibit "B" attached hereto.

Section 5. "COMMON AREA" shall mean and refer to those areas of land shown on the recorded subdivision plat or plats of the Properties, designated thereon as "Common Area", together with any facilities and other improvements on said Common Area. The Common Area shown on each respective plat is to be owned by the Association prior to the conveyance of the first such Unit shown on each such plat.

Section 6. "PRIVATE UNIT" shall mean and refer to: (a) any platted single family dwelling lot; or (b) any portion of a building and the yard or patio appurtenant thereto designated, intended for use and occupancy as a residence by a single family and platted for separate ownership, together with any undivided interest in common elements appurtenant thereto.

Section 7. "APARTMENT UNIT" shall mean and refer to such part or parts of the Properties shown on any recorded subdivision plat of the Properties improved with or intended to be improved with buildings containing three or more single family dwelling units and which are not Private Units, and all of which is owned by the same Owner.

Section 8. "COMMERCIAL UNIT" shall mean and refer to such part or parts of the Properties shown on any recorded subdivision plat of the Properties improved with or intended to be improved with commercial buildings, parking areas and other appurtenant improvements, and all of which is owned by the same Owner.

Section 9. "DECLARANT" shall mean and refer to Central Illinois Development Co., its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner 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 every Unit subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by persons holding two-thirds (2/3) of the votes of each class of members agreeing to such dedication or transfer and such instrument has been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

(b) the right of the Declarant, its successors or assigns to extend private roads across the Common Area provided that said private roads are constructed and located in substantial compliance with approved final Planned Unit Development plans for the Properties and provided further that the Association shall in no manner become liable for the care or maintenance of said private roads.

(c) the right of the Association to adopt rules and regulations governing the use and enjoyment of the Common Area, and to suspend the voting rights of, and rights to the use of the recreational facilities located in and upon the Common Area by, an owner, for a period not to exceed (60) days for any infraction of such adopted and published rules and regulations.

(d) the right of the Association to suspend the voting rights and rights to the use of the

recreational facilities located in and upon the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid.

(e) the right of the Association, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties. No mortgage on the Common Area shall be effective without the assent of two-thirds (2/3) of each class of members. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(f) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

(g) the restrictions of use of the Common Area as set forth in Article VII.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in his Unit.

Section 3. Easement to Association. An easement is hereby created in favor of the Association permitting it to enter into or upon the yard, patio area, driveway or parking area of any Unit, which yards, patio areas, driveways or parking areas are contiguous to the Common Area for the purpose of performing its powers and duties as delineated herein, and in its Articles of Incorporation and By-Laws. The right established in this paragraph shall be exercised in a reasonable manner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Private Unit, Apartment Unit, or a Commercial Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to vote as follows:

- i. Private Unit Owners shall be entitled to one vote for each Private Unit owned.
- ii. Owners of Units other than Private Units shall be entitled to one vote for each 7,300 square feet, or fraction thereof, of Properties owned.

When more than one Owner holds an interest in any Unit, all such Owners shall be members, provided that the vote or votes for such Unit or Units shall be exercised as such. Owners shall, among themselves, determine, but in no event shall more than one vote be cast with respect to any Private Unit or more than one vote be cast for each 7,300 square feet, or fraction thereof, of Properties owned with respect to any other Unit.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Private Unit owned and an Owner of Units other than Private Units three votes for each 7,300 square feet, or fraction thereof, of Properties owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- i. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- ii. On December 31, 1982.

Members may vote at any meeting of the Association in person or by written proxy duly filed with the Secretary of the Association.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Duties. The Association shall have the following duties:

(a) To improve, maintain and repair the Common Area, and to replace items therein when necessary, all of which includes, but is not limited to, grass areas, flower gardens, shrubs, trees, plants, curbs, walkways, drainage and lighting facilities, and recreational facilities and other parts and accessories in and to the Common Area.

(b) To pay all real estate taxes levied against the Common Area.

(c) To obtain and provide public liability, casualty and other such insurance deemed necessary by the Association for the Common Area, as more specifically set forth herein in Article VI.

(d) To do and perform such other things as may from time to time be necessary to maintain the quality and appearance of the Common Area.

Section 2. Powers. The Association shall have the following powers:

(a) To fix, levy and collect both general and special assessments as Common Area costs, or otherwise, against each Unit as hereinafter set forth in Article V for the purpose of performing its duty to maintain and repair the Common Area and to replace items therein when necessary pursuant to Section 1(a) of this Article.

(b) To collect and pay as a Common Area cost such real estate taxes as are levied against the Common Area.

(c) To collect as a Common Area cost, or otherwise, and to pay the premiums for such

public liability, casualty and other insurance for the Common Area deemed necessary by the Association.

(d) To adopt and publish such rules and regulations that from time to time it deems necessary for the enjoyment by the Owners of the Common Area, and to amend such rules and regulations as it deems necessary.

(e) To perform, install and maintain any and all other functions, measures and items deemed necessary by the Association for the convenience, benefit and enjoyment of the Owners, including, but not limited to, garbage and refuse removal, and to fix, levy and collect as a Common Area cost or otherwise any assessment necessary to pay the cost of any of the foregoing.

(f) To provide, at the request of any Unit Owner, exterior maintenance upon such Owner's Unit or Units as follows: repair and maintain private roads, private streets and walks; paint, plant, replace and care for trees, shrubs, grass and other yard improvements provided, however, that the cost of such maintenance, repairs, planting and care shall be an addition to and become a part of the assessment to which the benefited Unit or Units is otherwise subject, and shall create a lien upon the Unit and a personal obligation upon the Owner to the same extent as other assessments as herein provided; provided further, however, that the services contemplated in this subparagraph (f) shall be performed at the option of the Association exercised by the Association from time to time and in exercising said option, the Association shall take into account the interest of the Association and its members as a whole.

(g) To perform any of the acts necessary to exercise its rights reserved in Article II.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit or Units by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges to be fixed, established, levied and collected from time to time as hereinafter provided, which assessments shall include but not be limited to real estate taxes levied against the Common Area, liability and casualty insurance, and other items necessary for the maintenance of the Common Area, as herein provided. The assessments, both general and special, together with interest and costs of collection thereof, shall be a charge on the land and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Payment of Annual Assessments. Prior to the beginning of each calendar year, the Association, by its Board of Directors, shall prepare a Budget for the ensuing calendar year and such Budget shall cover the estimated costs of maintaining the Common Area and performing all of the obligations and exercising the powers established under this Declaration.

On the basis of this Budget, the assessment for the Owners of the Units for the ensuing year shall be established by the Association and allocated as follows:

(a) As to the estimated Common Area cost, in the proportion that the total number of square feet of each Owner's property bears to the total number of square feet of the Properties exclusive of the Common Area, except that the number of square feet of the Private Units shall first be aggregated for the purpose of determining their collective portion of the assessment and that portion of the assessment shall be assessed and be borne equally by the Owners of the Private Units;

(b) As to the estimated cost of refuse removal, a preliminary allocation shall be made to the several classes of Units then in existence (Private Units, Apartment Units, and Commercial Units), in the proportion that the estimated cost of providing such service to each class, determined in a fair and equitable manner, taking into account such matters as the density of the several classes of Units, the number of required pick-up points and the volume of refuse to be expected, bears to the total estimated cost of such service for all Units for the ensuing year and thereafter said preliminary allocation shall be further allocated as follows:

- i. As to Private Units, equally among all Private Unit Owners.
- ii. As to Apartment Units, among all Apartment Unit Owners in the proportion that the number of dwelling units within each Owner's Apartment Unit bears to the total number of dwelling units within all Apartment Units.
- iii. As to Commercial Units, among all Commercial Unit Owners in the proportion that each Owner's square feet of building space bears to the total building space of all Commercial Units.

provided, however, that no such Private Unit, dwelling unit or building space described in i, ii, or iii above, respectively, which has not been occupied for the first time shall be counted for purposes of the foregoing allocations; it being the intent of this subsection 2(b) that no Unit owner shall be assessed for refuse removal until such Owner's unit or portions of his Unit are occupied for the first time and that such Owner's share of assessments shall be commensurate with the cost applicable to such Unit.

The assessments shall be paid semi-annually on the first day of January and the first day of July of each year and shall be deemed delinquent if not paid within thirty (30) days thereafter. At the end of each calendar year the Association shall determine, as soon as is reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the Budget, the deficiency shall be taken into account and defrayed as part of the Budget for the following calendar year. Because of the time lag in assembling costs at the end of a year, the semi-annual assessment for the prior year shall continue until a new semi-annual assessment can be determined in accordance with the new Budget and any deficit as a result of using the old semi-annual assessment shall be made up in the new semi-annual assessment. If there is an excess of money collected from the semi-annual assessment over the costs for such year, such excess shall also be taken into account in preparing the Budget for the following calendar year. All computations relating to obligations to be performed under this Declaration shall be accomplished in accordance with accepted accounting practices and, as part of the Common Area cost, the Association shall employ a Certified Public Accountant to render a written audit of its operations for each calendar year and a copy of such written audit shall be given to the Owner of each Unit.

Section 3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$72.00 for a Private Unit and for each 7,300 square feet or portion thereof of each Unit other than a Private Unit for the Common Area costs plus an amount to defray the cost of refuse removal not to exceed the following:

- i. As to each Private Unit, \$96.00 per Unit;
- ii. As to each Commercial Unit, \$144.00 per each 1,000 square feet, or fraction thereof, of building space within said Commercial Unit; and
- iii. As to each Unit other than a Private Unit or Commercial Unit, \$54.00 per each dwelling unit.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for by Section 2 of this Article shall commence on the first day of the month following conveyance of the first Unit to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding on the Association as of the date of its issuance.

Section 5. Interim Assessment. From such time as a Private Unit, dwelling unit or building space within any Unit is occupied for the first time and until such time as the respective Owner thereof can be assessed, pursuant to the provisions of Section 2 of this Article V, for refuse removal provided to such dwelling unit, or building space, the respective Unit Owner shall pay to the Association fees to cover such refuse removal service provided by the Association from time to time not to exceed, however, the following amounts:

(a) Each Private Unit Owner, \$8.00 per month beginning on the first day of the month following the month in which such Unit is occupied for the first time and on the first day of each month thereafter until such cost is included in the Annual Assessment payable by the Unit Owner.

(b) Each Commercial Unit Owner, \$12.00 per month per each 1,000 square feet, or fraction thereof, of leased building space, beginning on the first day of the month following the month which such space is occupied for the first time and on the first day of each month thereafter until such cost is included in the Annual Assessment payable by the Unit Owner.

(c) Each Unit Owner other than a Private Unit Owner and a Commercial Unit Owner, \$4.50 per month per each dwelling unit, beginning on the first day of the month following the month during which each such unit is occupied for the first time and on the first day of each month thereafter until such cost is included in the Annual Assessment payable by the Unit Owner.

The Board may fix the interim assessment not in excess of the foregoing maximums.

Section 6. 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 upon the Common Area, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for any Action Authorized Under Section 3 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 6 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or 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, vacancies in his Unit or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to the assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such mortgage foreclosure or proceeding in lieu thereof shall not, however, extinguish the personal obligation of the Owner for such assessment. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

INSURANCE

Section 1. Liability Insurance. The Association shall obtain public liability insurance covering all of the Common Area and insuring the Association and the Owners as its and their interest may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars (\$500,000.00) for personal injury to any one person and One Million Dollars (\$1,000,000.00) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the Units as part of the Common Area cost, and allocated among all of the Units as provided in Article V. Each Owner shall be responsible for obtaining and paying for his personal liability insurance.

Section 2. Casualty and Other Insurance.

(a) Purchase of Insurance on Common Area. All personal property included in the Common Area and/or owned or used by the Association shall be insured for its replacement value, and the Association shall maintain workmen's compensation insurance and such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Units as part of the Common Area cost, and spread among all of the Units as provided in Article V.

(b) Loss Payable Provisions. All liability and workmen's compensation insurance policies purchased by the Association shall be for the benefit of the Association, and all policies of casualty insurance covering the Common Area shall have a loss payable clause in favor of the Association, and any and all proceeds for any loss shall be paid to the Association, or its successors, for the use and benefit of the Association. The Association shall be the agent for all of the Owners of Units for the purpose of negotiating and settling all claims against the insurance company involved.

(c) Utilization of Insurance Payments. In the event of a casualty loss to improvements within the Common Area and the proceeds of the insurance are paid to the Association for such loss or damage, the Association shall enter into a contract with a reputable contractor authorized to do business in Sangamon County, Illinois, for the repair and restoration of such damaged property. The Association shall determine the amount of money required to rebuild or repair, and if there are insufficient insurance proceeds in the hands of the Association to pay for such repairs, then the deficiency shall be supplied by the Association and such deficiency shall be borne by and assessed to all of the Owners of Units as provided in Article V. If the insurance proceeds are sufficient for, or in excess of, the amount needed for said repairs, then the Association shall have the property repaired and any surplus or excess shall be credited against the Common Area cost. The Association prior to and during reconstruction and repair shall disburse moneys from the proceeds of the insurance award only for the repairs and restoration and only upon the written invoice of the contractor and inspection of the work by the Association. All moneys shall be paid by the Association directly to the contractor performing the repair work, who shall deliver to the Association releases and waivers of liens from all parties who furnish work, labor, services and materials for said repair and restoration. The Association shall assume the responsibility of determining the payments for the repair and restoration have properly been made from such insurance proceeds. Notwithstanding anything in the foregoing provisions of this subparagraph (c) to the contrary, the Board of Directors of the Association shall not be obligated to repair and restore such damaged property where, in

its sole discretion, said Board determines that it is in the best interest of the Association, and its members as a whole, to remove such damaged property and use the net insurance proceeds for new properties or the improvement of other existing properties or as a credit against the Common Area costs.

ARTICLE VII

GENERAL RESTRICTIONS OF USE

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Declarant or Board ("Committee"). In the even said Declarant or said Board or such 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 been fully complied with.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, this prohibition shall not apply:

(a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties, or

(b) To any building or structure that is to be used exclusively by the Association to store materials, supplies, vehicles or equipment to be used in the maintenance of the Common Area or in the furnishing of services to the Properties, provided the Association has specifically authorized such building or structure, or

(c) To any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of multi-family buildings within the Properties, or

(d) To any portion of a building used by Declarant, or an Apartment Unit Owner for a manager's office or a sales office, or by the Association for its office, or

(e) To a Commercial Unit

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exceptions (c), (d) and (e) above.

Section 3. Storage of Vehicles. Except as such may be required by and approved by the Association for the maintenance of the Properties, no truck, trailer, boat, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any Unit, parking area or street in the Properties.

Section 4. Easement for Public Utilities. Easements and rights of way of varying dimensions for various public utility services are reserved by Declarant, the specific description and location thereof being set forth on the plat or plats of the subdivision of the Properties, from time to time recorded with the Recorder of Deeds of Sangamon County, Illinois. Further, such easements and rights of way for public utilities upon the Common Area may be granted from time to time by the Association pursuant to Article II, Section 1(a) of the Declaration. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of a utility easement or right of way which may damage or interfere with their use.

Section 5. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any Unit in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 6. Noxious Activity. No noxious or offensive activity shall be carried on within the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot or Unit or upon the Common Area, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any lot or Unit or upon the Common Area in the Properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by the Declarant or any person or persons designated by the Declarant during the period of development and sale of the Properties, and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Association pursuant to uniform rules adopted by the Association.

Section 8. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided further, nothing herein contained shall restrict the Declarant or any persons or firms designated by the Declarant from locating, construction or moving a temporary real estate office on any lot or Unit to be used during the period of the sale of the Properties. Declarant or its designee, may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the Properties, provided that no such use shall be made by the Declarant of the Common Area.

Section 9. Regulations of Common Area. In addition to the foregoing General Restrictions, all uses of the Common Area shall be bound by the following restrictions:

(a) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area without the prior consent of the Association.

(b) No Owner shall permit anything to be done or kept in the Common Area which would be a violation of any law. No waste shall be committed in the Common Area.

(c) No animals or poultry of any kind shall be raised, bred or kept in the Common Area, and provided further that any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the Properties upon three (3) days' written notice from the Association to the Owner of such pet.

(d) No noxious or offensive activity shall be carried on 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 their tenants.

(e) No clothes, sheets, blankets or laundry of any kind or 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.

(f) Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Association.

ARTICLE VIII

ANNEXATIONS

Section 1. Additions in Accordance with Planned Unit Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, without consent of members within ten (10) years from the date of this instrument, additional properties within the area described in Exhibit "B" attached hereto in future stages of development, provided that such additions are in accordance with the general plan of developing the area described in said Exhibit "B" made prior to the sale of any Unit and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale, and provided further that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 2. Filing of Plats. The additions authorized by this Article VII shall be effected by the filing of a final plat in the Office of the Recorder of Deeds of Sangamon County, Illinois, describing such real property, upon which final plat the Declarant has placed language making the covenants, restrictions, easements, charges and liens herein set forth binding upon such platted property, whereupon said additions shall become annexed to the Properties and become subject to the jurisdiction of the Association.

Section 3. Acknowledgment of Owners. Each Owner by acceptance of a deed to any part of the Properties or by execution of a contract to purchase any part of the Properties thereby acknowledges that the Planned Unit Development has been made known to him and thereby consents and approves any annexations of additional Properties made in accordance with Sections 1 and 2 of this Article VIII and thereby consents to the addition of purchasers of Properties within such annexed area as voting members of the Association with all the rights, privileges and obligations of an Owner and member pursuant to this Declaration.

ARTICLE IX

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, reservations, liens and 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 not affect any other provision or provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The restrictions, conditions, covenants, reservations, liens and charges are to run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the then record owners of no less than Ninety Percent (90%) in area of the Properties, exclusive of the Common Area, and thereafter by an instrument signed by the then record owners of Seventy-five Percent (75%) of area of land within the Properties, exclusive of the Common Area. Any amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Section 4. Construction. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of December, A. D. 1974.

CENTRAL ILLINOIS DEVELOPMENT CO.

By M. D. Barker, Jr.
President

(Corporate Seal)
Attest:
Robert L. Rubin
Secretary
STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS:

I, Richard M. Hamber, a Notary Public, in and for said County in the State aforesaid, do hereby certify that M. D. Barker, Jr., personally known to me to be the President of Central Illinois Development Co., a Delaware corporation, and Robert L. Rubin, personally known to me to be the Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively of said corporation, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as such President and Secretary, respectively and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of December, A. D. 1974.

Richard M. Hamber
Notary Public

(Notarial Seal)

This document was prepared by:
Attorney Edward J. Alewelt
James T. Mohan Law Offices
Suite 400 Jefferson West
525 West Jefferson Street
Springfield, Illinois 62702

The following resolution regarding Satellite Dishes was adopted by the TLHA Board of Directors in the summer of 1995:

RESOLUTION

WHEREAS, Article VI, Section 1 of the Easements, Covenants, Conditions and restrictions provides that no structure shall be erected or maintained upon the Properties until the plans and specifications have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Control Committee; and

WHEREAS, satellite dishes or discs are structures subject to such covenant and questions have recently arisen concerning their erection and maintenance in Twin Lakes properties; and

WHEREAS, the architectural control committee of this Association has recommended that limitations be placed on the erection of satellite dishes or discs in order to maintain harmony of external design and location and preserve values within the properties.

NOW, THEREFORE, BE IT RESOLVED that installation of satellite dishes or discs exceeding 18 inches in diameter shall not be approved by the Architectural Control Committee of Twin Lakes Home Association. In the event a property owner who has heretofore been granted approval for a satellite dish or disc in excess of 18 inches in diameter shall enter into a contract to sell his or her property, the approval shall expire and shall not transfer to the purchaser and the satellite dish or disc shall be removed prior to the conveyance of title. In addition, in the event a satellite dish or disc in excess of 18 inches in diameter heretofore approved is damaged or destroyed by any cause, no replacement which fails to comply with this resolution shall be allowed to be installed.