

DECLARATION OF COVENANTS AND RESTRICTIONS
DUNRAVEN SUBDIVISION/DUNRAVEN PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made the ____ day of _____,
2005 by THE LINKS AT IRELAND GROVE, LLC an Illinois Limited
Liability Company, hereinafter called "developer".

WITNESSETH:

WHEREAS developer owns the property described in Exhibit A
(the subject property); and

WHEREAS developer hereby submits the subject property
to this Declaration to be used as depicted on the Final Planned
Unit Development Plan for Dunraven PUD, final subdivision plat
for Dunraven Subdivision, and final plat of Lot 302 and Outlot
303 in The Links at Ireland Grove Subdivision, copies of which
are attached as Exhibit B, C and D; and

WHEREAS developer has and retains the unilateral right to
change, alter and/or reconfigure any of the plans, plats

incorporated into this Declaration, and any of the provisions hereof. Any such change or modification shall be made by the recording of a Supplemental Declaration depicting the reconfiguration; and

WHEREAS developer deems it advisable for the efficient preservation of the property made subject to this Declaration to create an agency to which shall be delegated and assigned the power, authority and responsibility to maintain and administer the common areas, including grounds, landscaped and natural areas, storm water detention basins, storm sewers, common drainage tile and collection system, signs, private streets, parking areas, driveways, street lights, private utilities, berms, walks and nature paths, as well as the power, authority and responsibility to administer and enforce these covenants and restrictions; to perform the obligations imposed on the association by this Declaration; and to collect and disburse all assessments and charges necessary to carry out all such responsibilities. Any public streets or other areas accepted by the City shall be the maintenance responsibility of the City, not the Developer or Association.

NOW, THEREFORE, developer declares that the subject property described in Exhibit A shall be held, transferred,

sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth, as hereafter amended from time to time.

ARTICLE I
Definitions

Section 1. Definitions The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

(a) "Architectural Control Committee" shall mean the Architectural Control Committee appointed and empowered in Article IV of this declaration.

(b) "Association" shall mean and refer to Dunraven Homeowners Association, which may be incorporated as an Illinois not for profit corporation.

(c) "Property or Properties" shall mean and refer to the subject property described in Exhibit A.

(d) "Common Area" shall mean and refer to all of the property outside the perimeter of the foundation of all living units constructed on the property, including without limitation Outlot 303 and Lot 302 in The Links at Ireland Grove Road Subdivision.

(e) "Limited Common Area" shall mean and refer to a portion of the common area contiguous to and serving one or more single living units as an inseparable appurtenance thereto, including specifically but not by way of limitation, any overhang or other part of a living unit extending beyond the perimeter of the foundation, a patio and landscaping area at the rear of the unit as depicted on "typical" unit plans shown on Exhibit C, E & F, the driveway leading from the street to the unit, the sidewalk from the driveway to

the front door of the unit, any party wall and any pipe, drainage tile, wire or cable, duct or other conduit which crosses one lot to serve another lot or passes through one living unit to serve another living unit. The Association may from time to time designate other portions of the common area as limited common area, including garages, carports and/or parking spaces on Lot 257 in Dunraven PUD and the land and improvements located on Outlot 122 in Dunraven Subdivision.

(f) "Living Unit" shall mean and refer to any portion of any building situated upon a lot designed and intended for use and occupancy as a residence by a single family.

(g) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat or final PUD plan, or any part of the property, but shall not include Lot 302 or Outlot 303 in The Links at Ireland Grove Road Subdivision, Outlot 122 in Dunraven Subdivision, or Lot 257 in Dunraven PUD.

(h) "Lot Owner" shall mean and refer to the record owner.

(I) "Member" shall mean every person with an ownership interest in a lot.

(j) "Ownership interest in a lot" shall mean and refer to the interest held by any joint owner, tenant in common, joint tenant, co-owner of an individual interest in a lot, beneficiary of a title holding trust, or other person who, in connection with other persons, constitutes an owner, legal or equitable, and those with contractual rights in a lot acquired through an Agreement for Deed in Escrow or comparable escrowed conveyance arrangement.

(k) "Party Wall" shall mean a common wall which divides two living units.

(l) "Subject Property" shall mean and refer to the property described in Exhibit A.

(m) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on

separate lots by one or more common walls (party walls).

ARTICLE II
Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot automatically and without further action, shall be a member of the Association.

Section 2. Associate Membership. Every person who is entitled to possession and occupancy of any Lot or any Living Unit as a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use the common area, subject to the rules and regulations of the Association. See Article VII D concerning restrictions on rental.

Section 3. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (g) of Section 1 of Article I) held in fee simple: one vote. When more than one person is a lot owner, the vote for such a lot shall be exercised as the co-owners among themselves determine.

Section 4. Board of Directors/By-laws.

A. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate

through an elected Board of Directors. The Board shall operate pursuant to By-laws adopted by the Board.

B. The developer will, within sixty (60) days, cause the Association to be formed as a not-for-profit corporation under the laws of the State of Illinois.

1. Membership. No member shall be expelled or voting rights canceled by the association, provided however that no member shall be entitled to vote on any matter during such period of time as there is any default in the payment of any assessment on the lot in which the member has an ownership interest.

2. Directors and Officers. The developer shall appoint the officers and directors of the association until 85% of the lots have been sold by developer, or until five (5) years have passed since the sale of a lot by developer, whichever occurs first. At that time a meeting of the association shall be called for the election of five (5) directors to be selected by the members.

ARTICLE III
Covenant for Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot,

each member and his, her or its heirs, executors, administrators, successors and assigns agree to pay the Association: (1) Annual Assessments, (2) Special Assessments, (3) Limited Common Area assessments, and (4) reimbursement assessments. Each member shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired an ownership interest in a lot. The annual, special, limited common area and reimbursement assessments of the association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the member who held such ownership interest at the time when the assessment fell due. In case more than one person has an ownership interest in a lot, all of such persons shall be jointly and severally liable.

Section 2. Purpose of Assessments.

A. The Annual Assessments levied by the association shall be used to promote the health, safety, pleasure and welfare of the members; to pay costs and expenses incident to the operation of the association, including without limitation the painting, maintenance, repair and replacement of common areas; the provision of services furnished by the association, such as lawn care and snow removal; the payment of insurance premiums on all common areas and all other costs and expenses incidental to the operation and administration of the association and its facilities. The costs incurred by the Developer for the operation, maintenance and repair of the watering system, plus a commercially reasonable rate of return (i.e. profit to Developer) shall be a common expense.

B. The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement of property maintained or controlled by the association, and to reimburse the association costs that would otherwise be the obligation of specific lot owners.

C. Limited Common Area Assessments shall be used to pay the costs associated with areas serving or benefitting less than all the lots or units, for example, costs associated with Lot 257 in Dunraven PUD shall be paid from the Limited Common Area

assessment against Lots 201 - 232 in Dunraven PUD and the costs associated with Outlot 122 in Dunraven Subdivision shall be paid from the Limited Common Area assessment against Lots 21 - 66 in Dunraven Subdivision. The costs incurred by the Developer for the high speed internet access and related information technology, plus a commercially reasonable rate of return (i.e. profit to Developer) shall be a limited common expense for those members/lots utilizing the service.

D. A "Reimbursement Assessment" shall be levied against any Member whose failure to comply with the Covenants and Restrictions, the Rules and Regulations or the Architectural Control Committee rules causes funds to be expended by the Association in performing its functions under the above mentioned restrictions and rules. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

Section 3. Budget Preparation.

A. The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:

(a) the annual assessment of the

association by lot, which until December 31, 2008 shall not exceed \$_____ per year or \$_____ per month.

(b) any special assessments of the association, which assessments shall be payable quarterly, with the right of prepayment.

(c) any Limited Common Area assessments which until December 31, 2008 shall not exceed:

\$_____/year \$_____
per month for Lots 21 - 66 in Dunraven
Subdivision;

\$_____/year \$_____
per month for Lots 201-232 in Dunraven PUD.

2. The annual budget shall be prepared and distributed to each lot owner not less than 30 days prior to the date of its adoption.

3. The association shall give at least 10, but not more than 30, days written notice of any board meeting at which the proposed annual budget is to be adopted or new assessment established.

4. Annually, after the close of the Association's fiscal year, the Association shall supply each lot owner an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by unit, excess or deficit in each income and expense account, and the amount of reserves on hand by account.

Section 4. Period for Which Annual Assessments are Made.

The period for which annual assessments of the Association are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the

first annual assessment shall begin January 1, 2006. Payments shall be made monthly in advance and shall be due the first day of each month. Payments not received by the 15th of the month when due shall bear a 10% late charge.

Section 5. List of Assessments, Notice of Assessments, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of lots and all assessments applicable thereto, in alphabetical order, according to the name of the lot owners thereof, which list shall be kept in the office of the association and shall be open to inspection, upon request, by any member.

The association shall, upon request of any member or of the mortgagee of any lot, furnish a certificate in writing, signed by an officer of the association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof

as hereinafter provided, become a continuing lien on the lot against which it is levied and the living unit located on the lot, which lien shall bind such lot whether in the hands of the then Owner or his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of each member to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, the late payment charge, together with the interest on both at the rate of twenty percent (20%) per annum may be enforced and collected by the association by the institution of an action at law against the lot owner or member personally, or by an action to foreclose the lien against the lot, and in any case and regardless of the method used, shall include court costs, service charges and attorney's fees, and all costs or advancements made in collection and/or foreclosure actions..

Section 7. Exempt Property. The following property subject to this declaration shall be exempt from the assessments, charge, and lien created herein: (a) all Common

Areas as defined in Section 1 of Article I hereof except the lots, (b) all properties owned by the developer until such properties are rented or leased by the developer to a third party, and (c) Lot 302 and Outlot 303 in The Links at Ireland Grove Road Subdivision, Outlot 122 in Dunraven Subdivision, and Lot 257 in Dunraven PUD.

ARTICLE IV
Architectural Control Committee

Section 1. Creation. The developer shall create an Architectural Control Committee consisting of three individuals appointed by the developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the developer. When the developer no longer owns any of the property, the Architectural Control Committee shall become self perpetuating, with vacancies filled by the remaining individuals on the Committee. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed of record in the office of the McLean County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and

Specifications for Addition, Alterations or Changes to Structures.

A. Architectural Control Committee Authority.

1. The developer may make alterations to the lots, the living units, the common areas, and/or the limited common elements without prior Architectural Control Committee review and approval.

2. The association may make alterations to the common areas, but only with prior Architectural Control Committee review and approval.

3. Any lot owner may make alterations to limited common areas appurtenant to his or her lot, but only with prior Architectural Control Committee review and approval.

4. Any lot owner may make alterations to the exterior of any living unit and interior window treatments visible from the exterior, but only with the prior Architectural Control Committee review and approval.

5. Any lot owner may make alterations to the interior of any living unit (other than interior window treatment visible from the exterior, any party wall or other common element within the unit) without prior Architectural Control Committee review and approval.

B. Within the scope of the Architectural Control Committee's authority, no building, dwelling, wall, fence, enclosure, dog run, storage shed, swimming pool, antenna, satellite dish, sidewalk, drive, tent, awning, sculpture, work of art, pole, hedge, tree, bush, garden, shrub, mass planting or other structure or excavation shall be commenced, erected,

planted on, or removed from the property, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications thereof showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate references to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony and compatibility of its external design and location, with the surrounding structures and topography.

C. In approving or disapproving a proposal, the Architectural Control Committee shall consider:

1. The extent to which the proposal conforms to approved Dunraven Subdivision and Planned Unit Development Plans;

2. The extent to which the proposal conforms with this Declaration;

3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby lots and living units;

4. The extent to which the proposal is consistent with and enhances the overall quality of the Dunraven development;

5. The extent to which maintenance and repair of

the alteration or improvement will increase costs to the association.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure ninety (90) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

D. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Committee on such approval.

E. During any construction or alteration required to be approved by the Architectural Control Committee, any person serving on the Committee or any agent of the committee shall have the right to enter upon and inspect, during reasonable hours, any part of the property embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

F. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any person serving on the Committee, nor the Association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved, by said Committee, or the Association, or the present owner or developer of the property.

G. Any title company or person certifying, guaranteeing or insuring title to any lot or portion of the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any person serving on the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions

herein, and any certificate shall fully protect any purchaser or lender acting in good faith thereon.

H. The provisions of this Section shall not apply to the developer on lots owned by the developer.

ARTICLE V
Responsibilities of the Association

Section 1. Operation and Expenses. From annual and Limited Common Area assessments, the Association may provide:

A. Insurance, including liability and casualty on the common areas and improvements therein and officers and directors coverage for those serving on the Board and/or Architectural Control Committee;

B. Professional services, including management, legal and accounting;

C. Utilities charges on common areas;

D. Real estate tax on common areas assessed separately from lots;

E. Commercial refuse and garbage pick-up/disposal if not provided by the City;

F. Operation of the club house on Lot 302 of The Links at Ireland Grove Road Subdivision;

G. Reasonable reserves for contingencies;

H. Charges by the Developer for the watering system, information dissemination, i.e. fiber optic system.

Section 2. Maintenance. From annual and Limited Common Area assessments, the association may provide:

A. Snow removal from driveways, sidewalks, private streets, parking areas located in the common and limited common areas;

B. Lawn care in the common areas, including maintenance of watering system;

C. Landscaping in the common areas;

D. Cleaning and care of detention basin, storm sewers & collector tile system;

E. Maintenance of the club house on Lot 302 of The Links at Ireland Grove Road Subdivision.

Section 3. Repair and/or Replacement. From annual, special and Limited Common Area assessments, the association may provide for and/or establish reserves for the repair and replacement of:

A. Driveways and sidewalk and front step in the limited common elements;

B. Private streets, sidewalks, paths, parking areas, detention basin, storm sewers, tile collection system; street

lights, phone cable in common areas, TV cable in common areas, and other private utilities, except sanitary sewer building service lines in the common areas;

C. All landscaping in the common areas;

D. All fencing;

E. Equipment and facilities in the club house on Lot 302 in The Links at Ireland Grove Road Subdivision;

F. Repair and/or replacement of fiber optic system.

Section 4. Roof, party wall, exterior of living units, sanitary sewer building service line, and patio at rear of each lot. The Association may require the maintenance, repair or replacement of the roof, windows, party walls, exterior of any living unit, sanitary sewer building service line, patio at the rear of each lot and any other lot, living unit on a lot or limited common element in one of two ways:

1. By requiring the lot owner to have the work done; in either case subject to the review and approval of the Architectural Control Committee; or

2. By levying a special assessment against the lot on which the work is done and using the assessment to pay a contractor hired by the association subject to the review and approval of the Architectural Control Committee.

E. Necessary exterior repairs by Association occasioned by members neglect. Every member, by the acceptance of a deed for

the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the lot, living unit or anything in the living unit or on any limited common element to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such member shall fail to so maintain his or her or its lot, living unit or limited common element and such neglect, in the judgment of the developer or Board of Directors of the Association or the Architectural Control Committee, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the developer, Board of Developers of the Association, or the Architectural Control Committee may give notice of such conditions to the lot owner, demanding that such conditions be abated within seven (7) days from the date the notice is sent. If the lot owner does not rectify the condition at the end of such period, the Developer, the Association, or Committee may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot and living unit upon which the services are performed and shall be added to and become a special assessment or a "reimbursement assessment" to which such lot and living

unit is subject, and as part of such assessment, it shall be a lien and obligation of each member with an ownership interest in that lot in all respects, except that payment for any work performed pursuant to this Section shall be due upon presentation to the lot owner, either in person or by regular mail, of the invoice therefor. Default in prompt and full payment within fifteen (15) days from the date the invoice is sent to the lot owner, shall entitle the developer or the Association, to the annual dues plus an additional ten percent (10%) of the amount due. Payments not received within thirty (30) days shall bear interest at twenty (20%) percent per annum, which assessment, late charge and interest shall also constitute a lien upon the lot or living unit and personal obligation to each such member, which may be collected as other delinquent assessments.

Section 6. Access to the Association at Reasonable Hours.
For the purpose of performing maintenance, repair and replacement, the developer, the Association and Committee, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and enter any living unit within the property at reasonable times and after reasonable notice.

Section 7. Acceptance of Property and Members. As development of Dunraven progresses, the Developer from time to time may convey common areas or easement interests in limited common areas to the Association. After the conveyance, responsibility for the common areas and easement interests shall rest solely and exclusively with the Association.

Section 8. By-Laws and Rule Making. The Association may make, establish, promulgate, amend and repeal By-Laws and Rules & Regulations for Dunraven.

Section 9. Enforcement of Restrictions and Rules & Regulations. The Association will take such other action, whether or not expressly authorized herein, as may be reasonably necessary to enforce these Covenants and Restrictions, the By-Laws and any Rules and Regulations of the Association.

ARTICLE VI
Miscellaneous Services Authorized

Section 1. Services Which May be Performed at the Option of the Developer or Association - Procedure. The developer shall have the right to make such improvements and provide such facilities in or on the common areas as it considers to be advantageous to the property and to the lot owners, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense.

The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the developer for the benefit of the property and the lot owners. The Association may furnish such services as the Board of Directors of the Association from time to time may determine, which may include the following:

1. To provide for the collection and removal of refuse, rubbish and garbage to each lot or living unit owner, if the City of Bloomington does not do so;
2. To provide for the removal of snow, ice, leaves and debris from private streets and/or sidewalks, parking areas and common areas;
3. To contract with Developer for a lawn watering system and information dissemination (fiber optic) system;
4. To provide for the repair, maintenance, replacement or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to members generally;
5. To maintain and operate lights and lighting fixtures along the private streets, parks, parking areas, pedestrian ways, gateways and entrances and at such other places where lighting may be deemed advisable by the Association;
6. To maintain and, where necessary (subject to the approval of governmental officials where required), provide signs for marking private streets, giving directions or warning of safety hazards;
7. To employ and compensate qualified personnel for the purpose of providing such services as the Association or its board may deem necessary or desirable;

8. To pay real estate taxes on the common areas;
9. To maintain all private streets and walks, private utilities and reasonable amenities, if any;
10. To maintain the detention basin;
11. To equip and maintain the club house.

All such work by the Association shall be subject to review by the Architectural Control Committee.

ARTICLE VII

Covenants and Use Restrictions Applicable to all Lots and Living Units

The covenants and restrictions set forth in this Article shall apply to all lots and living units.

A. Living Unit Quality and Size. It is the intent and purpose of this covenant that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded.

B. Building Location. All structures shall be erected, altered, placed or permitted to remain only in accordance with approved Final Subdivision Plan and Planned Unit Development plans, for the Dunraven Subdivision/PUD as amended and

supplemented from time to time. Typicalals are depicted in Exhibits E and F.

C. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be maintained, conducted or permitted in any living unit.

D. Rental Restrictions:

1. Unit owners are prohibited from renting their living units for two years immediately following their purchase of their living unit except as hereinafter provided. The owner or a relative must occupy the living unit during the two year period.

2. The purchase is deemed to have occurred on the date the deed is delivered, or in the case of an installment contract, on the date the installment contract is signed by the parties, whichever occurs first..

3. "Unit Owners" for purposes of Article VII D. only is defined to include only the owner of a fee interest in the unit, the owner of greater than a thirty percent beneficial interest in a land trust holding title to the unit, the trustee of the land trust, a mortgagee which has taken possession of the unit, a trustee in bankruptcy, and the administrator or the executor of the estate of a deceased unit owner.

4. The foregoing notwithstanding, any owner may rent to his relative. For purposes of Article VII D, "relative" is defined as including only the unit owner's spouse, parents, children, siblings, grandparents, brothers-in-law, sisters-in-law, mother-in-law, and father-in-law.

5. Mortgagees who take possession of a unit

through foreclosure, or by a deed in lieu of foreclosure, are exempt from the two year owner occupancy rule, but not from other rental limitation hereinafter stated.

6. After occupancy of his unit for two years, a unit owner may rent his unit to non-relatives for a maximum of one lease period of not greater than one year. Any such lease shall also count against the one lease period allowed to any subsequent purchaser of the unit who is a relative; in other words, relatives may not avoid the "one lease" limitation by transferring ownership to another relative.

7. This provision may be enforced by the Association or its Board of Directors, and violations may be remedied in any manner provided in the Declaration, the Bylaws, or by Illinois law.

8. To avoid hardship to any unit owner, the developer or Board of Directors of the Association may approve exceptions to these provisions. Requests for exceptions shall be made by the unit owner in writing, stating the extent or nature of the exception requested and the reasons therefor. In considering whether to grant an exception, the developer or the Board shall consider the extent of the hardship to the unit owner and the extent to which the hardship may have been foreseen or avoidable by the unit owner. Difficulty in selling the unit shall ordinarily not be, in and of itself, considered justification for granting an exception. If a unit is being administered by a state, receiver or trustee in bankruptcy proceeding, the two year owner occupancy rule shall not apply during the term of the legal proceedings as long as the estate administrator, executor, receiver, or trustee makes a good faith effort to secure court approval of the sale of the unit and makes a good faith effort to sell the unit.

E. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other

building shall be used at any time as a residence, either temporarily or permanently

F. Signage. No sign of any kind shall be displayed to the public view except standardized signs approved and erected by the Developer or the Association. No other For Sale or For Rent signs shall be permitted.

G. Yard Encroachments. No fence, storage structure, garage, satellite dish, play house, dog run or pen or other temporary or permanent structure shall be erected or maintained on the property except with prior written approval of the Architectural Control Committee.

H. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any living unit, common area, or limited common area so as to render such property lot or portion thereof unsanitary, unsightly, offensive or detrimental to other Owners. No noxious or offensive activity shall be initiated, allowed or undertaken on any lot or in the living units, the limited common area or the common area, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. No exterior speakers, horns, whistles or bells or other sound devices shall be located, used or placed on a living unit except those required for one audible

alarm attached to a complete in-house security system.

I. Pets. No animals or birds other than a reasonable number of generally recognized house pets shall be maintained in any living unit, and then only if they are kept solely as household pets and not for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No exterior structure for the care, housing or confinement of any pets shall be permitted. No pets shall be allowed on the common areas except as may be permitted by the Rules and Regulations of the Association. Upon the request of any Owner, the Board of Directors of the Association shall determine, in its sole discretion, whether, for the purpose of this paragraph, a particular animal or bird shall be considered a house pet or a nuisance.

J. Parking.

1. Automobile parking shall be provided in the living unit constructed on each lot and maintained at the ratio of two (2) off-street automobile spaces per living unit. Additional common parking may be provided.

2. No trailers, trucks, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on the property for more than twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in the garage within the living unit.

3. Garage doors shall be kept closed except when

opened to permit the ingress or egress of vehicles.

4. Garages shall be maintained to allow the storage of automobiles. No garage shall be converted to living space.

5. Cars shall regularly be parked in garages, not in the driveway leading to garages.

K. Insurance. Each owner shall at all times keep his respective living unit fully insured for the insurance replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner upon request from another in the same structure or association shall deliver to said other owner or association a certificate evidencing such insurance coverage and evidence of a premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate of insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or

any part thereof, or which would be in violation of the law.

L. Easements.

1. The common areas shall be subject to utility easements;

2. The lots within the foundation perimeter shall be subject to easements.

a. For Utilities

(1). in utility easements of record;

(2). in utility easements 15' in width within each dwelling structure, the same being centered on the utility as initially installed and inuring to the benefit of the City of Bloomington, any utility company involved, the association, and other owners of living units benefitted by services located in any such easement.

(3). The owner of any utility utilizing or any other person utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

b. For Encroachments: In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the

building containing the same remains standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

M. Use and Occupancy Restrictions:

1. Interior Maintenance and Repair. The member shall be responsible for the maintenance and/or repair of all of his, her or its living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example and not limitation, all interior maintenance shall be the sole responsibility of the members who own an interest in that particular lot.

2. Exterior Appearance. No member shall change the exterior appearance of his, her or its living unit except with the prior approval of the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association.

N. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts or conduits originally located thereon, subject to the restrictions that follow:

1. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.

2. No lot owner shall do anything to disturb the right of any other owner to use such party wall.

3. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of such living unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

4. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

0. Obligation to Rebuild.

1. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a

workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of such dwelling structures and are not required to be built and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.

2. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph N 1 of this Article, to perform the necessary repair or rebuilding, the Association, the owner(s) of the remainder of the dwelling, structure or any unit owner therein shall, in the manner described in this covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien on that living unit and lot and on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

(a) The cost of such repairs or rebuilding;

(b) Interest at the prime rate of the Wall Street Journal as in effect from time to time from the date of payment of such costs; and

(c) Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and any assign. Further, in the event such owner does not make prompt payment in the

full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

P. Common Obligations and Expenses.

1. Utility Maintenance Responsibility:

(a) Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the lot owner's.

(b) Sanitary Sewer/Building Sewer/Wastewater Pipe & Common Tile System

(1) Within any lot, maintenance responsibility shall be the lot owner's responsibility.

(2) Outside any lot to the public sanitary sewer or public storm sewer, the maintenance responsibility shall be the obligation of the lot owner.

(c) Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

2. Emergency Repair. In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line or common tile system, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any living unit so advised of such circumstances shall, if reasonably possible, notify other unit owner(s) in the same dwelling structure and the association. But in the event immediate corrective action is necessary, any

unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line or tile system, make the property weather tight or take other action to preserve life and property.

Q. Enforceability of Covenants. In the event that a lot owner fails to perform any obligations set forth in this Article, the remaining lot owner(s) in the same dwelling structure, and the Association may take action to enforce such obligation in the following manner:

1. Written notice shall be given to such alleged defaulting lot owner, setting forth the alleged default.

2. If the alleged defaulting lot owner has not taken steps to correct such default or if such lot owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the Association or the remaining dwelling lot owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

3. Notice hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

4. In the event any work is performed or caused to be performed by the Association or a lot owner upon another owner's lot pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the

defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in these Covenants.

5. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

6. Lots and units owned by the owner or developer shall be exempt from the obligations, responsibilities, dues, fees, assessments and other obligations of this Article.

ARTICLE VIII

General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, and the owners of any lot subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the McLean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of

the lot owners at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed by regular post, with postage prepaid, addressed to the member or owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Amendment. These covenants may be amended by the agreement of the following:

A. The developer, provided it owns any part of the property, and subject to Article VIII, Section 3 B; or

B. The developer and two-thirds (2/3) of the lot owners after 85% of the lots have been sold;

C. Two-thirds (2/3) of the lot owners after the developer owns none of the property.

Any amendment shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorder of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce any lien created by this Declaration in any covenant herein contained, or may take any other form authorized by law. Failure by the Association or any owner or member to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. The City of Bloomington shall have the right, but not the obligation, to institute appropriate legal proceedings to effect the enforcement of these covenants.

Section 5. Severability. Should any covenant or

the foregoing instrument, appeared before me this day in person and acknowledged that as said Manager of the L.L.C., he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of the LLC and as their free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

EXHIBIT A

TRACT 1

Outlot 303 in The Links at Ireland Grove Road Subdivision

TRACT 2

Lots 1 - 66 and Outlot 122 in Dunraven Subdivision, per plat recorded the ____ day of _____, 2005 as Document No. 2005-_____

TRACT 3

Lots 201 - 232 and Lot 257 in Dunraven PUD, per plat recorded the ____ day of _____, 2005 as Document No. 2005-_____.

TRACT 4

Lot 302 in The Links at Ireland Grove Road Subdivision

TRACT 5

Lot 302 in The Links at Ireland Grove Road Subdivision

EXHIBIT B

Dunraven PUD Final Plan

EXHIBIT C

Dunraven Subdivision Final Plat

EXHIBIT D

The Links at Ireland Grove Road Subdivision Final Plat

EXHIBIT E

Typical Single Family Detached Living Unit

EXHIBIT F

Typical Attached Living Unit

I:\NANCY\LETTER\REALEST\DunravenCovenants