1st + 2nd Plat

11-12-76
#592351

DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968, of the County of Sangamon and State of Illinois, hereinafter referred to as the "Declarant" of a certain parcel of real estate situated in the County of Sangamon, State of Illinois, legally described as follows:

Part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and part of the South Half (½) of the Southwest Quarter (¼) of Section 17, Township 15 North, Range 4 West of the Third Principal Meridian, bounded as follows: Beginning at the Southeast corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17 and running thence North 88 degrees 47 minutes West with the South line of said Section a distance of 2589.32 feet to a point in the center of the South fork of the Sangamon River; thence Northwesterly with the center of said River to a point which is North 16 degrees 18 minutes West 822.9 feet from said point in the center of said River on the South line of said Section; thence North 85 degrees 08 minutes East 995.22 feet to a point; thence North 80 degrees 42 minutes East 532.5 feet to a point; thence North 86 degrees 20 minutes East 1295.46 feet to a point in the East line of said ¼¼ Section, and thence South 00 degrees 57 minutes East 1085.0 feet to the point of beginning, containing 59.17 acres more or less;

AND:

Part of the Southwest Quarter (¼) of Section 17, and part of the West Half (½) of the Southeast Quarter (¼) of said Section 17, Township 15 North, Range 4 West of the Third Principal Meridian described as follows: From a stone at the Southwest corner of the Southeast Quarter (¼) of said Section 17, thence South 88 degrees 47 minutes East a distance of 1293.41 feet to a point (iron pin); thence North 00 degrees 57 minutes West a distance of 1085.00 feet to a point (iron pin); thence South 86 degrees 20 minutes West a distance of 959.46 feet to the point of beginning; thence North 1 degree 34 minutes West a distance of 636.00 feet to a point; thence South 89 degrees 52 minutes West a distance of 2291.00 feet to a point in the center line of the South fork of the Sangamon River; thence along the center line of said River for an approximate distance of 921.00

Park Forest Hundred 2nd

feet to a point on the center line of said River; thence North 85 degrees 08 minutes East a distance of 995.22 feet to a point; thence North 80 degrees 42 minutes East a distance of 523.50 feet to a point (center of Section fence line); thence North 86 degrees 20 minutes East a distance of 336.00 feet to said point of beginning, and containing 35.29 acres, more or less;

AND:

Part of the West Half (½) of the Southeast Quarter (¼) of Section 17, in Township 15 North, Range 4 West of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the East line of the West Half (½) of the Southeast Quarter (¼) of said Section 17, 1316.79 feet South of a stone in the Northeast corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17; thence West at right angles to said East line, 954.34 feet to an iron pin; thence South 306.40 feet to an iron fence post; thence North 86 degrees 20 minutes East 959.46 feet to a point in the East line of the West Half (½) of said Southeast Quarter (¼), which point is 1085 feet North of the Southeast corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17; thence North along said East line 249.43 feet to the place of beginning; containing 6.08 acres, more or less.

Hereinafter called "the Parcel" and comprising Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described.

hereby covenants, agrees and declares that the above-described Parcel of real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights, privileges, appurtenances and easements belonging or in anywise pertaining thereto, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, rules, regulations, architectural controls, liens and charges hereinafter set forth, all of which are for the benefit of the entire Parcel of real estate and each person having an interest therein, and the same and each of the same shall inure to and be binding upon each such person and upon each and every successive successor in interest of each person, and the same and each of the same are hereby imposed upon said Parcel of real estate.

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Declaration" means this instrument, and such Declaration as from time to time amended.

(b) "Declarant" means The Illinois National Bank, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968.

(c) "Parcel" means the parcel or tract of real estate described above in this Declaration, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights, privileges, appurtenances and easements belonging to or in anywise pertaining thereto.

(d) "Lot" means any one of the subdivided and numbered lots situated within the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which in the future shall be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described.

(e) "Common Elements" means Lots and of Park Forest Hundred, First Plat Subdivision, together with such other lots or tracts which Declarant hereafter may designate as common elements on Declarant's subdivision plats of land lying within the Parcel and which Declarant hereafter may convey to the Association and lying and being situate within the Parcel hereinbefore described, as shown on subdivision plats of the Parcel or parts thereof which from time to time may be adopted and filed by the Declarant.

(f) "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute legal or equitable ownership of a lot, or any part or parts thereof, including beneficiaries of a deed in trust to any lot or contract sellers, but excluding persons having such an interest merely as security for the performance of an obligation.

(g) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(h) "Association" means Park Forest Hundred Landowner's Association, Inc., an Illinois not-for-profit corporation.

(i) "Board" means the Board of Directors of the Association.

(j) "Mandatory Member" means every person who holds a membership in the Association.

(k) "Residential" means pertaining to a residence.

(l) "Residence" means a building containing one or more dwelling units, but does not include a trailer or mobile home, nor transient accomodations such as accomodations in hotels, motels, or tourist cabins.

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(m) "Dwelling Unit" means a series of rooms within a building which rooms are designed, arranged, used and intended for use exclusively as living quarters for one family.

(n) "Family" means one or more persons each related to the other by blood, marriage or adoption, or a group of not more than four unmarried persons not so related, maintaining a common household in a dwelling unit.

(o) "Single Family Residence" means a building containing only one dwelling unit.

(p) "Multi-Family Residence" means a building containing more than one dwelling unit.

2. Powers, rights and duties of the Association and membership therein.

(a) The Association has been incorporated as a not-for-profit corporation and for the purpose of owning, operating, maintaining, regulating, preserving, improving and controlling the common elements and other real and personal property of the Association. Each owner is required to become, be and remain a member of the Association, and no person who is not an owner shall be a member of the Association.

Mandatory membership in the Association shall be appurtenant to and may not be separated from ownership of any lot or portion thereof which is subject to assessment by the Association. Ownership of any such lot or portion thereof shall be the sole qualification for membership in the Association, and the owner of all or any portion of any lot, at the time he acquires such ownership and as a condition thereof, shall automatically become, be and remain a member of the Association. Mandatory membership in the Association shall not be transferred, pledged or alienated in any way, except (i) upon the transfer of title of any lot, and then only to the transferee of such title and (ii) such membership may be pledged to a lending institution as additional security for a real estate loan on the lot to which the membership is appurtenant. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot or portion thereof should fail or refuse to transfer the membership registered in his name to the transferee of such lot or portion thereof, the secretary of the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the transferee, and thereupon the old certificate outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

On any matter submitted to a vote of the Association's membership, each owner, including the Declarant, of any numbered lot, or part or parts thereof, in Park

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Forest Hundred, First Plat, and any and all other plats thereof which shall have been adopted and filed of record prior to the time of such vote, shall have and be entitled to cast the following votes:

(i) Single Family Residence Owner: One (1) vote;

(ii) Duplex Family Residence Owner: One-half (½) vote for each family unit situated wholly upon a lot.

(iii) Multi-Family Residence Owner: One-quarter (¼) vote for each family unit situated wholly upon a lot.

(iv) Condominium Family Residence Owner: One quarter (¼) vote for each condominium unit owner situated wholly upon a lot.

and in the event all or any portion of any one of the aforesaid lots is owned by two or more persons, whether in joint tenancy, tenancy in common, common ownership under any form, or otherwise, the membership as to each such lot shall be joint; and a single membership for each such lot shall be issued in the names of all such persons who shall designate in writing to the secretary of the Association, at the time of issuance, one of their number who shall hold the membership with respect to said lot and who shall have the power to vote said membership; provided, however, that in the absence of such designation and until the same is made as aforesaid, the Board shall make such designation.

(b) The By-Laws of the Association, adopted by the Board, have been appended hereto as Exhibit B and by this reference are incorporated in and made a part hereof. No provisions of the Association's By-Laws shall conflict with or be inconsistent with this Declaration, and in the event of a conflict between the By-Laws and this Declaration, the provisions of this Declaration shall control.

(c) The Board shall be the governing body for all mandatory members of the Association with respect to the operation, maintenance, regulation, preservation, improvement and control--all as provided in this Declaration and the By-Laws--of the common elements and all other real and personal property of the Association. The Board shall be elected by members of the Association in accordance with the By-Laws, and the direction and administration of the Association shall be vested in the Board which shall exercise all powers, rights and duties vested in or delegated to the Board and the Association by this Declaration and the By-Laws and not thereby reserved to the members of the Association.

(d) All funds collected by the Board shall be held, administered and expended in accordance with and for the purposes designated in this Declaration and the By-Laws. The Association shall not exercise its power to mortgage, encumber, lease, convey or otherwise alienate or dispose of the common elements or other property of the Association unless such action has been approved by the vote of Three-fourths (¾) of the votes cast by mandatory members of the Association at any meeting `led for this purpose.

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3. Common Elements.

(a) The common elements are hereby designated as restricted use areas, and each mandatory member of the Association shall have the right to use the restricted use areas in common with other mandatory members of the Association. Such right to use the restricted use areas shall extend to each mandatory member of the Association, and the families, guests, invitees, servants and tenants of each mandatory member. The right to use the restricted use areas and exclusive use areas shall be subject to and governed by the provisions of this Declaration, the By-Laws and the rules and regulations contained in the said By-Laws, and such rules and regulations as may from time to time be adopted by the Board governing the use, occupancy and control of the common elements as more particularly provided in the By-Laws. The Board shall have the authority to grant easements over, under, along or on any portion of the common elements for utility purposes benefiting the common elements or other property located within the Parcel and any subdivided or unsubdivided portions thereof, including the right to install, lay, maintain, replace and repair water mains and pipes, sewer lines, a sewer or lift pump station, gas mains, telephone wires, equipment and electrical conduits, and in furtherance thereof, and in order for the Board to provide for and facilitate the proper management, operation, maintenance, repair and improvement of the common elements as required by this Declaration and the By-Laws, the Board may authorize entry into the common elements for such purposes, causing as little inconvenience to the use and enjoyment of the common elements as is practicable under the circumstances.

(b) The Board shall formulate policies for the administration, management and operation of the common elements, shall provide for the maintenance, repair, alteration and improvement of the same, and shall pay all costs incurred in connection with the Association's affairs and operations, including all overhead, clerical, and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common elements and other real and personal property of the Association. The Board shall have the authority to employ any person, firm or corporation to act as manager or managing agent for the common elements and other real and personal property of the Association, and may engage the services of such other employees or personnel, including accountants and lawyers, as the Board shall deem necessary in connection with the direction and administration of the Association.

4. Dues, assessments and liens.

(a) Each mandatory member of the Association, or--in the case of a joint mandatory membership--the person designated as provided in paragraph 2(a) of this Declaration as the person who shall hold such joint mandatory membership, shall pay annual dues to the Association in

such amounts and at such times as determined in the manner provided in the By-Laws. No person shall be entitled to a refund of any portion of the annual dues paid by him in accordance with the By-Laws even though such person's membership in the Association terminated prior to the expiration of the twelve-month period for which said annual dues were paid by him; provided, however, that if such person's membership in the Association is terminated by reason of his sale to another of the lot or portion thereof which required him to become a member of the Association, such person shall be entitled to assign to the transferee of such lot or portion thereof the benefit of his paid-up annual dues.

(b) In addition to the annual dues payable by mandatory members of the Association as provided in this Declaration and the By-Laws, each lot and the owner thereof shall be subject to assessments for each such lot's proportionate share of:

(i) All costs incurred in connection with the Association's affairs and operations, including all overhead, clerical and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common elements and other real and personal property of the Association;

(ii) Such sums as the Board shall determine, after due consideration of all accumulated and unexpended annual dues, to be reasonable and prudent for the establishment of a reserve for payment of the aforesaid expenditures of the Association; and

(iii) Such additional sums as the Board shall determine to be necessary to meet the primary purposes of the Association including payment of all amounts required for the purchase and acquisition of the common elements; provided, that the total amount of any one assessment levied under this sub-paragraph (iii) against all of the lots--including any assessment for capital improvements or to make up a deficiency in insurance proceeds received by reason of damage to the common elements or other real and personal property of the Association--shall not exceed the amount specified in the By-Laws except upon the prior affirmative vote of Two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose, nor shall the aggregate of all assessments levied under this sub-paragraph (iii) be payable at any one time at more than the monthly rate specified in the By-Laws unless authorized by the vote of Two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose.

The proportionate share for each lot of each assessment levied under sub-paragraphs (i), (ii) and (iii) above shall be the percentage specified in the By-Laws. Payment of such assessments shall be made at such times as determined in the manner provided in the By-Laws.

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(c) If any owner of all or any portion of any lot is in default for a period of Thirty (30) days either in the payment of annual dues provided above or in the payment of his proportionate share of any assessment levied pursuant to the provisions of above, the Board may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. The amount of any delinquent and unpaid annual dues or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the lot of the owner involved when payable, and may be foreclosed by an action brought by the Board as in the case of foreclosure of liens against real estate. Such lien shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all mandatory members of the Association. The Board shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien, upon the recording of notice thereof in the Office of the Recorder of Deeds of Sangamon County, Illinois shall be prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois or other State or Federal Taxes which by law are a lien on the interest of the owner of a lot prior to pre-existing recorded encumbrances thereon, and (ii) encumbrances on the interest of the owner of a lot recorded prior to the date the aforesaid lien is recorded, which encumbrances by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, and provided further, that if and whenever and as often as the Board shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts and due dates of all delinquent and unpaid annual dues and assessments with respect to the encumbered lot, then such prior recorded encumbrance shall be subject to the lien of all delinquent and unpaid annual dues and assessments with respect to such lot which become due and payable within a period of Ninety (90) days after the date of mailing of each such notice, together with interest thereon and costs and fees as above provided. Any encumbrancer holding a lien on a lot may pay any delinquent and unpaid annual dues and assessments with respect thereto, and interest, costs and fees as above provided, and upon such payment such encumbrancer shall have a lien on said lot for the amount so paid at the same rank as the lien on his encumbrance. The aforesaid notice of lien shall be signed by members of the Board, shall contain a good and sufficient legal description of the lot subject to the lien, the amount and nature of the lien, and the name and nature of the interest of the owner, or reputed owner of such lot.

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(d) No owner of any lot may avoid or escape liability for the annual dues and assessments provided for in this Declaration and the By-Laws by abandonment of his lot, or by attempted waiver or non-use of the benefits of mandatory membership in the Association, or of the common elements or other real or personal property of the Association.

5. Insurance. The Board shall have the authority to and shall obtain insurance for the common elements and other real and personal property of the Association against loss or damage against such hazards and in such amounts as the Board may deem desirable to insure against, and other real and personal property of the Association. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Board shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring the Association, its officers, members of the Board, the Declarant, the manager or managing agents of the common elements, if any, and their respective employees and agents, from liability in connection with the common elements and other real and personal property of the Association, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The owner of each lot shall be responsible for his own insurance on his lot, all buildings and improvements situated thereon, the contents of the same, and any improvements or structures or fixtures of any kind whatsoever located or placed or installed by such owner upon the common elements with the prior written approval of the Board. Each member of the Association hereby waives and releases any and all claims which he may have against any other member of the Association, the Association, its officers, members of the Board, the Declarants, the manager or managing agent of the common elements, if any, and their respective employees and agents, for damage to the common elements and over real and personal property of the Association.

6. Maintenance, repairs, alterations, additions or improvements. Maintenance, repairs, alterations, additions or improvements to the common elements or other real and personal property of the Association shall be furnished by the Board subject to the provisions of this Declaration and the By-Laws, relative to (i) the powers, rights and duties of the Association and the Board, and (ii) the maximum amount of any one assessment for capital improvements or to make up a deficiency in insurance proceeds received by reason of damage to the common elements or other real and personal property of the Association, and the maximum monthly rate at which the aggregate of all such assessments may be payable. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the common elements or other real and personal property of the Association. When a lot owner rather than the Association is responsible for the existence of any such lien, the lot owner so responsible shall be jointly and severally liable for the amount necessary to discharge the lien and for all costs

and expenses (including attorney's fees), incurred by reason of such lien; provided, however, that no lot owner shall cause or permit any alterations, additions, improvements or structures to be made to or located or placed upon the common elements (either in the restricted use areas or in the exclusive use areas), except in accordance with the rules and regulations hereinafter set forth in this Declaration and the rules and regulations contained in the By-Laws. If, due to the act or neglect of a lot owner or a member of his family, or the household pets, guests, invitees, servants or tenants of such lot owner or his family, damage shall be caused to the common elements or to other real and personal property of the Association, or maintenance, repairs or replacements of the same shall be required, then such lot owner shall pay for all such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance.

7. Use and occupancy restrictions. The common elements shall be used only for recreational or social activities as are incident to the residential purposes to which the use of the subdivided and numbered lots of the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described, has been restricted as above provided, and for no other purpose.

8. Rules and regulations. Each mandatory member of the Association, and the families, guests, invitees, servants and tenants of each mandatory member shall be subject to and bound by the following rules and regulations in connection with the use and enjoyment of the common elements:

(a) No person shall use the common elements or any part thereof in a manner contrary to the rules and regulations set forth and contained in this Declaration or the By-Laws, or contrary to such other rules and regulations as the Board may from time to time adopt in accordance therewith.

(b) Use of the common elements shall be limited to such recreational and social activities as are incidental to the residential use and occupancy of the subdivided and numbered lots of the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described, and no business, commercial, or industrial activities, and no incidental home industries or occupations shall be permitted or conducted, either temporarily or permanently, on the common elements.

(c) The enjoyment and use of the common elements shall be restricted to each mandatory member of the Association, and the families, guests, invitees, licensees, servants and tenants of each mandatory member.

(d) No trees, branches, bushes, shrubbery, sod or other form of landscaping may be defaced, cut, trimmed or otherwise damaged or removed from the common elements without the prior express written consent of the Board.

(e) No noxious or offensive activity shall be engaged in, nor shall any waste be committed by any licensee in or upon the common elements, nor shall any owner of any lot use or permit the use of said lot or any improvements or other property situated thereon in such manner as will interfere with, or cause an annoyance or nuisance to the use, enjoyment, maintenance and operation of the common elements.

(f) Except as otherwise expressly provided in this Declaration and the By-Laws, the use, enjoyment, maintenance and operation of the common elements shall not be obstructed, damaged or interfered with by any licensee nor shall anything be stored in or upon the common elements by such licensee without the prior written approval of the Board.

(g) No alterations, additions, improvements, or structures shall be made to or located or placed upon the common elements by any person without prior written approval of the Board; and in the event such approval is obtained, the owner causing or permitting such alterations, additions, improvements or structures to be so made, located or placed upon the common elements shall be solely responsible for: (i) the cost of any such alterations, additions, improvements or structures; (ii) keeping any such alterations, additions, improvements or structures in good repair and in a safe and sightly condition; (iii) for any damage to the common elements or to the parcel as a result of the installation, maintenance, repair or existence of any such alteration, addition, improvement or structure; (iv) loss of or any damage sustained by any such alteration, addition, improvement or structure as a result of theft, fire, hail, windstorm or other casualty of any type or nature whatsoever; and (v) the cost of obtaining any insurance coverage which such owner may deem necessary to provide for any such alteration, addition, improvement or structure.

(h) No licensee shall deposit, place, permit or discharge waste, rubbish, debris or other unsightly material in or upon the common elements, nor shall any licensee engage in conduct tending to pollute the waters of any lake thereon.

(i) No motor vehicles, campers, camper trailers, trailers, house trailers, tents or similar objects shall be erected, placed, parked, permitted or otherwise located or allowed to remain, temporarily or permanently, on the common elements.

(j) No dogs, cats, rabbits, household pets, livestock, fowl, poultry or other animals may be raised, bred, quartered, penned, chained, kept or allowed to

enter upon or remain on the common elements; provided, however, that cats and dogs which are not dangerous or vicious may be allowed to enter upon the common elements unless they thereby create a nuisance or unreasonable disturbance in which event they shall be permanently removed from the common elements upon Three (3) days prior written notice from the Board.

9. Fines and remedies. If any lot owner, either by his own conduct or by the conduct of his agents, licensees, tenants, guest or any other occupant of his lot or any improvements situated thereon, shall violate any of the covenants, conditions, restrictions, reservations, rules, regulations or architectural controls set forth and contained in this Declaration, or set forth and contained in the By-Laws, or set forth and contained in any rules or regulations from time to time hereafter adopted by the Board in accordance with this Declaration or the By-Laws, and such violation shall not be cured within Five (5) days after written notice thereof is deposited by the Board in a United States Post Office mailbox, certified mail, return receipt requested, addressed to such owner at his last known address, or shall reoccur more than once thereafter, the Board shall have the power and authority, upon Three (3) days' prior written notice given by the Board to such owner (in the same manner as the aforesaid Five (5) day notice is required to be given), to levy and assess a fine against such owner of not less than Ten ($10.00) Dollars nor more than One Hundred ($100.00) Dollars for each day after the date on which the aforesaid Five (5) day notice was postmarked and during or on which such violation occurred, existed or continued uncured. The Board or its agents may institute such legal or equitable actions or proceedings against any such lot owner as may be required to enforce payment and collection of all or any part of any fine or fines levied against such owner pursuant to this Declaration or the By-Laws; and in addition thereto, the Board or its agents shall have such other rights and remedies as are available at law or in equity, and may prosecute such other actions or proceedings, including actions for damages or for mandatory or other injunctions against any such lot owner, in order to enforce, and to compel such owner to comply with and observe all of the covenants, conditions, restrictions, reservations, rules, regulations and architectural controls as are set forth and contained either in this Declaration, or in the By-Laws, or in such other rules and regulations from time to time hereafter adopted by the Board in accordance with this Declaration and the By-Laws. Any and all of the aforesaid rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or its agents, and in any action, suit or proceeding instituted by the Board or its agents as aforesaid, all expenses incurred by the Board or its agents in connection therewith, including court costs, attorney's fees and other fees and expenses, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree therein entered or rendered in favor of the Board or its agents.

10. Notice. Unless otherwise expressly provided for in this Declaration, all notices provided for in this Declaration shall be in writing and shall be addressed: (i) if to the Board, at Board of Directors, Park Forest Hundred Landowner's Association, Inc., 10% West Cedar, Springfield, Illinois 62704, and

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(ii) if to a lot owner, to such lot owner in care of his last known address, or (iii) at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all lot owners at such time. Any lot owner may also designate a different address for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any lot or any improvement thereon shall be given a copy of all notices permitted or required by this Declaration to be given to the lot owner or owners whose lot or the improvements thereon are subject to such mortgage or trust deed.

11. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the vote of Three-fourths (3/4) of the votes cast by mandatory members of the Association at any meeting called for that purpose, and certified by the secretary of the Association; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Sangamon County, Illinois.

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

13. Perpetuities and other rules of property. If any of the privileges, covenants, conditions, restrictions, reservations or rights created by this Declaration would otherwise violate the rule against perpetuities or some other analogous statutory provisions, or any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Springfield, Illinois, and the incumbent President of the United States.

14. Rights and obligations. Each grantee of Declarant, each lot owner, each subsequent grantee of such owner, and each purchaser of any such lot under any such contract for a deed of conveyance thereto, accepts the same subject to all conditions, covenants, restrictions, reservations, rules, regulations, architectural controls, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or the By-Laws; and all rights, benefits and privileges of every character granted, created, reserved or declared, and all impositions and obligations imposed, by this Declaration or the By-Laws shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of any such person in like manner as though the provisions of this Declaration and the By-Laws were

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recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph, or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such rights to the respective grantees, mortgagees, and trustees of each lot and all improvements situated thereon as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

15. General provision. In the event title to any lot and the improvements situated thereon is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the lot and improvements remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness, and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration or the By-Laws against such lot and improvements. No claim shall be made against any such title holding trustee personally for the payment of any lien or obligation created by this Declaration or the By-Laws, and the trustee shall not be obligated to se uester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot and the improvements situated thereon and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot and the improvements thereon.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 27th day of August, A.D. 1975.

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 18-03863

By _____
Trust Officer

ATTEST:

_____
Cashier

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that

_____, Trust Officer and _____ Cashier of THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, as Trustee under the provisions of a Trust Agreement dated May 15, 1968, known as Trust Number 13-03262, personally known to me to be the Trust Officer and Cashier of said Bank respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

GIVEN under my hand and notarial seal this _____ day of _____, 19__.

_____
Notary Public

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We the undersigned, and each of us, do hereby adopt, confirm and join in the above and foregoing Declaration of Covenants and Restrictionsof The Illinois National Bank of Springfield, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968, the same as if we ourselves, and each of us, were named as a declarant therein.

James A. Saathoff

Rita M. Saathoff

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Dorothy Hornbaker, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JAMES A. SAATHOFF and RITA M. SAATHOFF personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of August, 1975.

Dorothy Hornbaker

RESTRICTIONS AS TO

BUILDING AND USE

PARK FOREST HUNDRED, SECOND PLAT

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968, being the sole legal and equitable owners of the following described real estate, situated in the Village of Rochester, County of Sangamon, and State of Illinois, to-wit:

Park Forest Hundred, Second Plat

and for its and their successors and assigns, heirs executors and administrators, in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers and landowners, do hereby establish the following restrictions as to building and use which shall apply to

1. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one-half stories in height.

2. Dwelling unit density on lots in Park Forest Hundred Second Plat shall not exceed 16 dwelling units per acre. The number of dwelling units shall be computed separately for each lot or portion thereof under one ownership.

3. No building shall be located on any lot nearer to the front lot line or side line than the minimum set-back line as shown on recorded plat of subdivision.

4. No building exclusive of eaves and steps shall be located on any lot nearer to the front lot line or side line than the minimum building line, shown on the recorded plat of said Addition, and nearer than 10 feet to any interior lot line.

   Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat

of said Addition, except when a single tract in said Addition consists of more than one lot contiguous to all or part of another lot with the ownership of all of such tract in common, then the exterior lines of such tract that have no street frontage shall be considered to be the interior lot lines for all of such tract.

5. No residential building shall be permitted to be constructed, be located or remain on any lot or lots or part or parts thereof, having an area of less than 2,700 square feet, or width of less than 50 feet at the front Building Line, shown upon the recorded plat of said Addition. The grade line of any lot shall be maintained to correspond with that of surrounding property.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

   All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

7. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

10. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

11. No sign of any kind shall be maintained or displayed on any lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than 5 square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon.

12. An easement over, under, across and along that portion of any lot designated as "Easement" shown on the recorded plat of said Addition is hereby reserved for drainage and the use of public utility companies

and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said Section with gas, electric, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said Addition shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired, and any owner of any lot or part thereof in said Addition shall have the privilege of removing any obstruction blocking or impeding such drainage.

13. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved.

The Architectural Control Committee is composed of Lawrence C. Auby, Jr., Fred R. Morse and Floyd Gordon. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing.

In the event that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within 30 days after building plans, specifications and plat plan have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to be fully met.

14. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of 25 years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then adult owners of record of said plat in said Addition has been filed for record, agreeing to change such covenants in whole or in part.

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15. Invalidation of these covenants by judgment or court order shall, in no way, affect the other provisions which shall remain in full force and effect.

Dated this 27TH day of October, 1976.

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968.

BY Peter J Porter

592351

State of Illinois, Sangamon County } ss. I hereby certify that this instrument was filed for record at 2:51 P.M. and recorded in Book ____ of ____ Page ____ on NOV 12 1976

RECORDER OF DEEDS

Return Laurence Ruby, Jr.
1323 S. First St.
Springfield, Ill.

DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968, of the County of Sangamon and State of Illinois, hereinafter referred to as the "Declarant" of a certain parcel of real estate situated in the County of Sangamon, State of Illinois, legally described as follows:

Part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and part of the South Half (½) of the Southwest Quarter (¼) of Section 17, Township 15 North, Range 4 West of the Third Principal Meridian, bounded as follows: Beginning at the Southeast corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17 and running thence North 88 degrees 47 minutes West with the South line of said Section a distance of 2589.32 feet to a point in the center of the South fork of the Sangamon River; thence Northwesterly with the center of said River to a point which is North 16 degrees 18 minutes West 822.9 feet from said point in the center of said River on the South line of said Section; thence North 85 degrees 08 minutes East 995.22 feet to a point; thence North 80 degrees 42 minutes East 532.5 feet to a point; thence North 86 degrees 20 minutes East 1295.46 feet to a point in the East line of said ¼¼ Section, and thence South 00 degrees 57 minutes East 1085.0 feet to the point of beginning, containing 59.17 acres more or less;

3-17-76
#580629

AND:

Part of the Southwest Quarter (¼) of Section 17, and part of the West Half (½) of the Southeast Quarter (¼) of said Section 17, Township 15 North, Range 4 West of the Third Principal Meridian described as follows: From a stone at the Southwest corner of the Southeast Quarter (¼) of said Section 17, thence South 88 degrees 47 minutes East a distance of 1293.41 feet to a point (iron pin); thence North 00 degrees 57 minutes West a distance of 1085.00 feet to a point (iron pin); thence South 86 degrees 20 minutes West a distance of 959.46 feet to the point of beginning; thence North 1 degree 34 minutes West a distance of 636.00 feet to a point; thence South 89 degrees 52 minutes West a distance of 2291.00 feet to a point in the center line of the South fork of the Sangamon River; thence along the center line of said River for an approximate distance of 921.00

feet to a point on the center line of said River; thence North 85 degrees 08 minutes East a distance of 995.22 feet to a point; thence North 80 degrees 42 minutes East a distance of 523.50 feet to a point (center of Section fence line); thence North 86 degrees 20 minutes East a distance of 336.00 feet to said point of beginning, and containing 35.29 acres, more or less;

AND:

Part of the West Half (½) of the Southeast Quarter (¼) of Section 17, in Township 15 North, Range 4 West of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the East line of the West Half (½) of the Southeast Quarter (¼) of said Section 17, 1316.79 feet South of a stone in the Northeast corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17; thence West at right angles to said East line, 954.34 feet to an iron pin; thence South 306.40 feet to an iron fence post; thence North 86 degrees 20 minutes East 959.46 feet to a point in the East line of the West Half (½) of said Southeast Quarter (¼), which point is 1085 feet North of the Southeast corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section 17; thence North along said East line 249.43 feet to the place of beginning; containing 6.08 acres, more or less.

Hereinafter called "the Parcel" and comprising Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described.

hereby covenants, agrees and declares that the above-described Parcel of real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights, privileges, appurtenances and easements belonging or in anywise pertaining thereto, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, rules, regulations, architectural controls, liens and charges hereinafter set forth, all of which are for the benefit of the entire Parcel of real estate and each person having an interest therein, and the same and each of the same shall inure to and be binding upon each such person and upon each and every successive successor in interest of each person, and the same and each of the same are hereby imposed upon said Parcel of real estate.

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Declaration" means this instrument, and such Declaration as from time to time amended.

(b) "Declarant" means The Illinois National Bank, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968.

(c) "Parcel" means the parcel or tract of real estate described above in this Declaration, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights, privileges, appurtenances and easements belonging to or in anywise pertaining thereto.

(d) "Lot" means any one of the subdivided and numbered lots situated within the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which in the future shall be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described.

(e) "Common Elements" means Lots and of Park Forest Hundred, First Plat Subdivision, together with such other lots or tracts which Declarant hereafter may designate as common elements on Declarant's subdivision plats of land lying within the Parcel and which Declarant hereafter may convey to the Association and lying and being situate within the Parcel hereinbefore described, as shown on subdivision plats of the Parcel or parts thereof which from time to time may be adopted and filed by the Declarant.

(f) "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute legal or equitable ownership of a lot, or any part or parts thereof, including beneficiaries of a deed in trust to any lot or contract sellers, but excluding persons having such an interest merely as security for the performance of an obligation.

(g) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(h) "Association" means Park Forest Hundred Landowner's Association, Inc., an Illinois not-for-profit corporation.

(i) "Board" means the Board of Directors of the Association.

(j) "Mandatory Member" means every person who holds a membership in the Association.

(k) "Residential" means pertaining to a residence.

(l) "Residence" means a building containing one or more dwelling units, but does not include a trailer or mobile home, nor transient accomodations such as accomodations in hotels, motels, or tourist cabins.

(m) "Dwelling Unit" means a series of rooms within a building which rooms are designed, arranged, used and intended for use exclusively as living quarters for one family.

(n) "Family" means one or more persons each related to the other by blood, marriage or adoption, or a group of not more than four unmarried persons not so related, maintaining a common household in a dwelling unit.

(o) "Single Family Residence" means a building containing only one dwelling unit.

(p) "Multi-Family Residence" means a building containing more than one dwelling unit.

2. Powers, rights and duties of the Association and membership therein.

(a) The Association has been incorporated as a not-for-profit corporation and for the purpose of owning, operating, maintaining, regulating, preserving, improving and controlling the common elements and other real and personal property of the Association. Each owner is required to become, be and remain a member of the Association, and no person who is not an owner shall be a member of the Association.

Mandatory membership in the Association shall be appurtenant to and may not be separated from ownership of any lot or portion thereof which is subject to assessment by the Association. Ownership of any such lot or portion thereof shall be the sole qualification for membership in the Association, and the owner of all or any portion of any lot, at the time he acquires such ownership and as a condition thereof, shall automatically become, be and remain a member of the Association. Mandatory membership in the Association shall not be transferred, pledged or alienated in any way, except (i) upon the transfer of title of any lot, and then only to the transferee of such title and (ii) such membership may be pledged to a lending institution as additional security for a real estate loan on the lot to which the membership is appurtenant. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot or portion thereof should fail or refuse to transfer the membership registered in his name to the transferee of such lot or portion thereof, the secretary of the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the transferee, and thereupon the old certificate outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

On any matter submitted to a vote of the Association's membership, each owner, including the Declarant, of any numbered lot, or part or parts thereof, in Park

Forest Hundred, First Plat, and any and all other plats thereof which shall have been adopted and filed of record prior to the time of such vote, shall have and be entitled to cast the following votes:

(i) Single Family Residence Owner: One (1) vote;

(ii) Duplex Family Residence Owner: One-half (½) vote for each family unit situated wholly upon a lot.

(iii) Multi-Family Residence Owner: One-quarter (¼) vote for each family unit situated wholly upon a lot.

(iv) Condominium Family Residence Owner: One quarter (¼) vote for each condominium unit owner situated wholly upon a lot.

and in the event all or any portion of any one of the aforesaid lots is owned by two or more persons, whether in joint tenancy, tenancy in common, common ownership under any form, or otherwise, the membership as to each such lot shall be joint; and a single membership for each such lot shall be issued in the names of all such persons who shall designate in writing to the secretary of the Association, at the time of issuance, one of their number who shall hold the membership with respect to said lot and who shall have the power to vote said membership; provided, however, that in the absence of such designation and until the same is made as aforesaid, the Board shall make such designation.

(b) The By-Laws of the Association, adopted by the Board, have been appended hereto as Exhibit B and by this reference are incorporated in and made a part hereof. No provisions of the Association's By-Laws shall conflict with or be inconsistent with this Declaration, and in the event of a conflict between the By-Laws and this Declaration, the provisions of this Declaration shall control.

(c) The Board shall be the governing body for all mandatory members of the Association with respect to the operation, maintenance, regulation, preservation, improvement and control--all as provided in this Declaration and the By-Laws--of the common elements and all other real and personal property of the Association. The Board shall be elected by members of the Association in accordance with the By-Laws, and the direction and administration of the Association shall be vested in the Board which shall exercise all powers, rights and duties vested in or delegated to the Board and the Association by this Declaration and the By-Laws and not thereby reserved to the members of the Association.

(d) All funds collected by the Board shall be held, administered and expended in accordance with and for the purposes designated in this Declaration and the By-Laws. The Association shall not exercise its power to mortgage, encumber, lease, convey or otherwise alienate or dispose of the common elements or other property of the Association unless such action has been approved by the vote of Three-fourths (¾) of the votes cast by mandatory members of the Association at any meeting called for this purpose.

3. Common Elements.

(a) The common elements are hereby designated as restricted use areas, and each mandatory member of the Association shall have the right to use the restricted use areas in common with other mandatory members of the Association. Such right to use the restricted use areas shall extend to each mandatory member of the Association, and the families, guests, invitees, servants and tenants of each mandatory member. The right to use the restricted use areas and exclusive use areas shall be subject to and governed by the provisions of this Declaration, the By-Laws and the rules and regulations contained in the said By-Laws, and such rules and regulations as may from time to time be adopted by the Board governing the use, occupancy and control of the common elements as more particularly provided in the By-Laws. The Board shall have the authority to grant easements over, under, along or on any portion of the common elements for utility purposes benefiting the common elements or other property located within the Parcel and any subdivided or unsubdivided portions thereof, including the right to install, lay, maintain, replace and repair water mains and pipes, sewer lines, a sewer or lift pump station, gas mains, telephone wires, equipment and electrical conduits, and in furtherance thereof, and in order for the Board to provide for and facilitate the proper management, operation, maintenance, repair and improvement of the common elements as required by this Declaration and the By-Laws, the Board may authorize entry into the common elements for such purposes, causing as little inconvenience to the use and enjoyment of the common elements as is practicable under the circumstances.

(b) The Board shall formulate policies for the administration, management and operation of the common elements, shall provide for the maintenance, repair, alteration and improvement of the same, and shall pay all costs incurred in connection with the Association's affairs and operations, including all overhead, clerical, and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common elements and other real and personal property of the Association. The Board shall have the authority to employ any person, firm or corporation to act as manager or managing agent for the common elements and other real and personal property of the Association, and may engage the services of such other employees or personnel, including accountants and lawyers, as the Board shall deem necessary in connection with the direction and administration of the Association.

4. Dues, assessments and liens.

(a) Each mandatory member of the Association, or--in the case of a joint mandatory membership--the person designated as provided in paragraph 2(a) of this Declaration as the person who shall hold such joint mandatory membership, shall pay annual dues to the Association in

such amounts and at such times as determined in the manner provided in the By-Laws. No person shall be entitled to a refund of any portion of the annual dues paid by him in accordance with the By-Laws even though such person's membership in the Association terminated prior to the expiration of the twelve-month period for which said annual dues were paid by him; provided, however, that if such person's membership in the Association is terminated by reason of his sale to another of the lot or portion thereof which required him to become a member of the Association, such person shall be entitled to assign to the transferee of such lot or portion thereof the benefit of his paid-up annual dues.

(b) In addition to the annual dues payable by mandatory members of the Association as provided in this Declaration and the By-Laws, each lot and the owner thereof shall be subject to assessments for each such lot's proportionate share of:

(i) All costs incurred in connection with the Association's affairs and operations, including all overhead, clerical and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common elements and other real and personal property of the Association;

(ii) Such sums as the Board shall determine, after due consideration of all accumulated and unexpended annual dues, to be reasonable and prudent for the establishment of a reserve for payment of the aforesaid expenditures of the Association; and

(iii) Such additi nal sums as the Board shall determine to be necessary to meet the primary purposes of the Association including payment of all amounts required for the purchase and acquisition of the common elements; provided, that the total amount of any one assessment levied under this sub-paragraph (iii) against all of the lots--including any assessment for capital improvements or to make up a deficiency in insurance proceeds received by reason of damage to the common elements or other real and personal property of the Association--shall not exceed the amount specified in the By-Laws except upon the prior affirmative vote of Two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose, nor shall the aggregate of all assessments levied under this sub-paragraph (iii) be payable at any one time at more than the monthly rate specified in the By-Laws unless authorized by the vote of Two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose.

The proportionate share for each lot of each assessment levied under sub-paragraphs (i), (ii) and (iii) above shall be the percentage specified in the By-Laws. Payment of such assessments shall be made at such times as determined in the manner provided in the By-Laws.

(c) If any owner of all or any portion of any lot is in default for a period of Thirty (30) days either in the payment of annual dues provided above or in the payment of his proportionate share of any assessment levied pursuant to the provisions of above, the Board may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. The amount of any delinquent and unpaid annual dues or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the lot of the owner involved when payable, and may be foreclosed by an action brought by the Board as in the case of foreclosure of liens against real estate. Such lien shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all mandatory members of the Association. The Board shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien, upon the recording of notice thereof in the Office of the Recorder of Deeds of Sangamon County, Illinois shall be prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois or other State or Federal Taxes which by law are a lien on the interest of the owner of a lot prior to pre-existing recorded encumbrances thereon, and (ii) encumbrances on the interest of the owner of a lot recorded prior to the date the aforesaid lien is recorded, which encumbrances by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, and provided further, that if and whenever and as often as the Board shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts and due dates of all delinquent and unpaid annual dues and assessments with respect to the encumbered lot, then such prior recorded encumbrance shall be subject to the lien of all delinquent and unpaid annual dues and assessments with respect to such lot which become due and payable within a period of Ninety (90) days after the date of mailing of each such notice, together with interest thereon and costs and fees as above provided. Any encumbrancer holding a lien on a lot may pay any delinquent and unpaid annual dues and assessments with respect thereto, and interest, costs and fees as above provided, and upon such payment such encumbrancer shall have a lien on said lot for the amount so paid at the same rank as the lien on his encumbrance. The aforesaid notice of lien shall be signed by members of the Board, shall contain a good and sufficient legal description of the lot subject to the lien, the amount and nature of the lien, and the name and nature of the interest of the owner, or reputed owner of such lot.

(d) No owner of any lot may avoid or escape liability for the annual dues and assessments provided for in this Declaration and the By-Laws by abandonment of his lot, or by attempted waiver or non-use of the benefits of mandatory membership in the Association, or of the common elements or other real or personal property of the Association.

5. Insurance. The Board shall have the authority to and shall obtain insurance for the common elements and other real and personal property of the Association against loss or damage against such hazards and in such amounts as the Board may deem desirable to insure against, and other real and personal property of the Association. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Board shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring the Association, its officers, members of the Board, the Declarant, the manager or managing agents of the common elements, if any, and their respective employees and agents, from liability in connection with the common elements and other real and personal property of the Association, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The owner of each lot shall be responsible for his own insurance on his lot, all buildings and improvements situated thereon, the contents of the same, and any improvements or structures or fixtures of any kind whatsoever located or placed or installed by such owner upon the common elements with the prior written approval of the Board. Each member of the Association hereby waives and releases any and all claims which he may have against any other member of the Association, the Association, its officers, members of the Board, the Declarants, the manager or managing agent of the common elements, if any, and their respective employees and agents, for damage to the common elements and over real and personal property of the Association.

6. Maintenance, repairs, alterations, additions or improvements. Maintenance, repairs, alterations, additions or improvements to the common elements or other real and personal property of the Association shall be furnished by the Board subject to the provisions of this Declaration and the By-Laws, relative to (i) the powers, rights and duties of the Association and the Board, and (ii) the maximum amount of any one assessment for capital improvements or to make up a deficiency in insurance proceeds received by reason of damage to the common elements or other real and personal property of the Association, and the maximum monthly rate at which the aggregate of all such assessments may be payable. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the common elements or other real and personal property of the Association. When a lot owner rather than the Association is responsible for the existence of any such lien, the lot owner so responsible shall be jointly and severally liable for the amount necessary to discharge the lien and for all costs

and expenses (including attorney's fees), incurred by reason of such lien; provided, however, that no lot owner shall cause or permit any alterations, additions, improvements or structures to be made to or located or placed upon the common elements (either in the restricted use areas or in the exclusive use areas), except in accordance with the rules and regulations hereinafter set forth in this Declaration and the rules and regulations contained in the By-Laws. If, due to the act or neglect of a lot owner or a member of his family, or the household pets, guests, invitees, servants or tenants of such lot owner or his family, damage shall be caused to the common elements or to other real and personal property of the Association, or maintenance, repairs or replacements of the same shall be required, then such lot owner shall pay for all such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance.

7. Use and occupancy restrictions. The common elements shall be used only for recreational or social activities as are incident to the residential purposes to which the use of the subdivided and numbered lots of the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described, has been restricted as above provided, and for no other purpose.

8. Rules and regulations. Each mandatory member of the Association, and the families, guests, invitees, servants and tenants of each mandatory member shall be subject to and bound by the following rules and regulations in connection with the use and enjoyment of the common elements:

(a) No person shall use the common elements or any part thereof in a manner contrary to the rules and regulations set forth and contained in this Declaration or the By-Laws, or contrary to such other rules and regulations as the Board may from time to time adopt in accordance therewith.

(b) Use of the common elements shall be limited to such recreational and social activities as are incidental to the residential use and occupancy of the subdivided and numbered lots of the Parcel, including Park Forest Hundred, First Plat, and any and all subsequent Plats and Subdivisions which shall in the future be laid out, platted and subdivided by the undersigned Declarant, and whether known and identified as Park Forest Hundred or any other name or designation and which shall be subdivided, situate and lie within the Parcel hereinabove described, and no business, commercial, or industrial activities, and no incidental home industries or occupations shall be permitted or conducted, either temporarily or permanently, on the common elements.

(c) The enjoyment and use of the common elements shall be restricted to each mandatory member of the Association, and the families, guests, invitees, licensees, servants and tenants of each mandatory member.

(d) No trees, branches, bushes, shrubbery, sod or other form of landscaping may be defaced, cut, trimmed or otherwise damaged or removed from the common elements without the prior express written consent of the Board.

(e) No noxious or offensive activity shall be engaged in, nor shall any waste be committed by any licensee in or upon the common elements, nor shall any owner of any lot use or permit the use of said lot or any improvements or other property situated thereon in such manner as will interfere with, or cause an annoyance or nuisance to the use, enjoyment, maintenance and operation of the common elements.

(f) Except as otherwise expressly provided in this Declaration and the By-Laws, the use, enjoyment, maintenance and operation of the common elements shall not be obstructed, damaged or interfered with by any licensee nor shall anything be stored in or upon the common elements by such licensee without the prior written approval of the Board.

(g) No alterations, additions, improvements, or structures shall be made to or located or placed upon the common elements by any person without prior written approval of the Board; and in the event such approval is obtained, the owner causing or permitting such alterations, additions, improvements or structures to be so made, located or placed upon the common elements shall be solely responsible for: (i) the cost of any such alterations, additions, improvements or structures; (ii) keeping any such alterations, additions, improvements or structures in good repair and in a safe and sightly condition; (iii) for any damage to the common elements or to the parcel as a result of the installation, maintenance, repair or existence of any such alteration, addition, improvement or structure; (iv) loss of or any damage sustained by any such alteration, addition, improvement or structure as a result of theft, fire, hail, windstorm or other casualty of any type or nature whatsoever; and (v) the cost of obtaining any insurance coverage which such owner may deem necessary to provide for any such alteration, addition, improvement or structure.

(h) No licensee shall deposit, place, permit or discharge waste, rubbish, debris or other unsightly material in or upon the common elements, nor shall any licensee engage in conduct tending to pollute the waters of any lake thereon.

(i) No motor vehicles, campers, camper trailers, trailers, house trailers, tents or similar objects shall be erected, placed, parked, permitted or otherwise located or allowed to remain, temporarily or permanently, on the common elements.

(j) No dogs, cats, rabbits, household pets, livestock, fowl, poultry or other animals may be raised, bred, quartered, penned, chained, kept or allowed to

enter upon or remain on the common elements; provided, however, that cats and dogs which are not dangerous or vicious may be allowed to enter upon the common elements unless they thereby create a nuisance or unreasonable disturbance in which event they shall be permanently removed from the common elements upon Three (3) days prior written notice from the Board.

9. Fines and remedies. If any lot owner, either by his own conduct or by the conduct of his agents, licensees, tenants, guest or any other occupant of his lot or any improvements situated thereon, shall violate any of the covenants, conditions, restrictions, reservations, rules, regulations or architectural controls set forth and contained in this Declaration, or set forth and contained in the By-Laws, or set forth and contained in any rules or regulations from time to time hereafter adopted by the Board in accordance with this Declaration or the By-Laws, and such violation shall not be cured within Five (5) days after written notice thereof is deposited by the Board in a United States Post Office mailbox, certified mail, return receipt requested, addressed to such owner at his last known address, or shall reoccur more than once thereafter, the Board shall have the power and authority, upon Three (3) days' prior written notice given by the Board to such owner (in the same manner as the aforesaid Five (5) day notice is required to be given), to levy and assess a fine against such owner of not less than Ten ($10.00) Dollars nor more than One Hundred ($100.00) Dollars for each day after the date on which the aforesaid Five (5) day notice was postmarked and during or on which such violation occurred, existed or continued uncured. The Board or its agents may institute such legal or equitable actions or proceedings against any such lot owner as may be required to enforce payment and collection of all or any part of any fine or fines levied against such owner pursuant to this Declaration or the By-Laws; and in addition thereto, the Board or its agents shall have such other rights and remedies as are available at law or in equity, and may prosecute such other actions or proceedings, including actions for damages or for mandatory or other injunctions against any such lot owner, in order to enforce, and to compel such owner to comply with and observe all of the covenants, conditions, restrictions, reservations, rules, regulations and architectural controls as are set forth and contained either in this Declaration, or in the By-Laws, or in such other rules and regulations from time to time hereafter adopted by the Board in accordance with this Declaration and the By-Laws. Any and all of the aforesaid rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or its agents, and in any action, suit or proceeding instituted by the Board or its agents as aforesaid, all expenses incurred by the Board or its agents in connection therewith, including court costs, attorney's fees and other fees and expenses, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree therein entered or rendered in favor of the Board or its agents.

10. Notice. Unless otherwise expressly provided for in this Declaration, all notices provided for in this Declaration shall be in writing and shall be addressed: (i) if to the Board, at Board of Directors, Park Forest Hundred Landowner's Association, Inc., 102 West Cedar, Springfield, Illinois 62704, and

(ii) if to a lot owner, to such lot owner in care of his last known address, or (iii) at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all lot owners at such time. Any lot owner may also designate a different address for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any lot or any improvement thereon shall be given a copy of all notices permitted or required by this Declaration to be given to the lot owner or owners whose lot or the improvements thereon are subject to such mortgage or trust deed.

11. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the vote of Three-fourths (3/4) of the votes cast by mandatory members of the Association at any meeting called for that purpose, and certified by the secretary of the Association; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Sangamon County, Illinois.

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

13. Perpetuities and other rules of property. If any of the privileges, covenants, conditions, restrictions, reservations or rights created by this Declaration would otherwise violate the rule against perpetuities or some other analogous statutory provisions, or any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Springfield, Illinois, and the incumbent President of the United States.

14. Rights and obligations. Each grantee of Declarant, each lot owner, each subsequent grantee of such owner, and each purchaser of any such lot under any such contract for a deed of conveyance thereto, accepts the same subject to all conditions, covenants, restrictions, reservations, rules, regulations, architectural controls, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or the By-Laws; and all rights, benefits and privileges of every character granted, created, reserved or declared, and all impositions and obligations imposed, by this Declaration or the By-Laws shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of any such person in like manner as though the provisions of this Declaration and the By-Laws were

_____, Trust Officer and _____, Cashier of THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, as Trustee under the provisions of a Trust Agreement dated May 15, 1968, known as Trust Number 13-03262, personally known to me to be the Trust Officer and Cashier of said Bank respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

GIVEN under my hand and notarial seal this 22nd day of _____, 1975.

_____
Notary Public

NOTARY PUBLIC SANGAMON CO., ILL.

We the undersigned, and each of us, do hereby adopt, confirm and join in the above and foregoing Declaration of Covenants and Restrictionsof The Illinois National Bank of Springfield, Trustee of Trust Number 13-03262 by virtue of a Trust Agreement dated May 15, 1968, the same as if we ourselves, and each of us, were named as a declarant therein.

James A. Saathoff

Rita M. Saathoff

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Dorothy Hornbaker, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JAMES A. SAATHOFF and RITA M. SAATHOFF personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of August, 1975.

DOROTHY HORNBAKER NOTARY PUBLIC SANGAMON CO. ILL.

Dorothy Hornbaker

580629

State of Illinois, Sangamon County) ss. I hereby certify that this instrument was filed for record at 10 P.M. and recorded in MAR 17 1976 on Book ____ of ____ Page ____

RECORDER OF DEEDS

19.00

Mail - Lawrence Auby 1323 So 1st Spfld

BOOK 1252 PAGE 99