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200400019382  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
07-20-2004 At 10:30 am.  
DECL REST 98.00

Please Return to:  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**Windsong Estates**

**East Peoria, Illinois**

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**GENERAL PLAN OF DEVELOPMENT FOR  
WINDSONG ESTATES  
A PLANNED COMMUNITY DEVELOPMENT**

Windsong Estates is a carefully planned residential community. Located in the City of East Peoria, Tazewell County, Illinois, it will offer residents superb country living, yet near transportation, shopping and recreational facilities.

**DESCRIPTION OF PROPERTY**

Windsong Estates is located in Tazewell County, Illinois, approximately 9 miles east of Peoria. The property lies north of Centennial Drive, and is west of Grange Road.

**PRINCIPAL LAND USE: RESIDENTIAL**

In accordance with the master plan, Windsong Estates will be not less than 43.505 acres in area and will contain ninety-six (96) single-family homesites.

**COMMON PROPERTIES**

Detention Area/Open Space – A portion of the land in Windsong Estates has been set aside as a detention area and open space. These areas will be conveyed to the Windsong Estates Homeowners' Association (discussed in the Declaration) and will be maintained by the Association.

**RIGHTS OF THE DEVELOPER**

The Developer shall have the right to sell, assign, transfer, or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the office of the Recorder of Deeds, Tazewell County. The Developer may, from time to time, appoint a designated agent to act for the Developer and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. If all Lots in the Subdivision have not been sold at the time of the formation of the Homeowners' Association, upon the formation of the Homeowners' Association and the written authorization from the Developer, all rights, duties and obligations of the Developer herein contained shall be transferred to such Homeowners' Association unless certain rights are specifically retained. The Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions of commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations shall be automatic, provided, however, there shall be no transfer of the Developer's right to collect utility deposits.

**WINDSONG ESTATES HOMEOWNERS' ASSOCIATION**

Up until the time the Developer divests itself of all interest in seventy percent (70%) of all Lots in the Subdivision, the Developer hereby agrees to pay for the maintenance of all common properties. Until this time, the Developer shall retain the right to amend, modify or annul any of the Restrictions herein or on the Plat of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. Upon the sale of the Developer's interest in 70% of all lots in the Subdivision, the Restrictions may be amended by the affirmative vote of two-thirds of the total Lot Owners in the Subdivision, with the collective Owners of each Lot to have one vote in regard to any such issue. However, after the Developer's sale of any Lot, no amendment of these Restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of the Developer as expressed herein. The Association will own and operate the Common Properties transferred to it by Developer. Membership in the Association is mandatory for all Lot Owners and contract purchasers. A copy of the Articles and By-laws of the Association will be furnished to each purchaser.

### **PROVIDING FUNDS FOR ASSOCIATION EXPENSES**

The Developer has caused to be created as a nonprofit corporation under the laws of Illinois a property owners' association named the Windsong Estates Homeowners' Association. At the time the Developer divests itself of all interest in seventy percent (70%) of all Lots in the Subdivision, the Homeowner's Association of Windsong Estates shall have the right to begin charging monthly assessments and special assessments for capital improvements, should two-thirds (2/3) of the Homeowners agree to such assessments. Should the Homeowners agree to the institution of monthly assessments, the funds for Association Expenses will be established according to the following guidelines.

Each Owner is subject to annual assessments representing the Lot Owner's proportionate share of the expenses by the Association for the purpose of providing the Association with adequate funds to carry out its obligations. The annual assessment will be determined by the Board of Directors of the Homeowners' Association. In addition, a reserve fund for the Association will be established through the payment of \$250.00 by each lot's initial purchaser at the time of the sale of each Lot to him. Failure of an Owner (which includes contract purchasers) to pay when due any assessment made in respect to his property will result in a fine and a lien being imposed thereon for the amount of such assessment, together, with interest and costs of collection, and will also be his personal obligation. The City of East Peoria will have the legal right, under certain circumstances, to enforce assessments for maintenance or repair of storm water detention facilities and streets. Each Purchaser should carefully read the provisions of the Declaration of Covenants, Conditions and Restrictions relating to assessments, a copy of which will be furnished each Purchaser. The Developer retains the Right to waive initial payments and fees until June 2007.

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

A Declaration of Covenants, Conditions and Restrictions setting forth provisions for the common benefit of all Owners in the project has been recorded. Through this means the

Developer intends to provide for the preservation of natural beauty, value and amenities within the project.

**ARCHITECTURAL CONTROL**

In the interest of providing for the development of an ecologically sound and aesthetically pleasing community, the Developer has created an Architectural Review Committee. This Committee is charged with the responsibility of reviewing and approving in advance all plans and specifications for physical improvements and alterations on the properties covered by the Declaration. Matters with which the Committee is concerned include maintaining architectural integrity and consistency, location of buildings on a Homesite; size, type, style, quality and exterior appearance of buildings; erection of buildings, fences or other structures; etc. The Developer retains the right at any time prior to the development of seventy percent (70%) of the Lots to abolish the Architectural Review Committee.

**ROADS AND UTILITIES**

All roads within the development will be public and dedicated by the Developer to the City of East Peoria. Roads will be constructed by the Developer in accordance with standards imposed by the City.

It is intended that this document is a general description of Developer's General Plan for Windsong Estates and that its provisions do not create any contractual obligation upon Developer. Each Purchaser should examine his purchase contract, the Annexation Agreement for the property, the Declaration of Covenants, Conditions and Restrictions pertaining to his property, the Articles of Incorporation and By-Laws of the Association and the Architectural Guidelines. If any statement herein conflicts with any provision of any such document, the provisions of such document shall prevail with respect to such matters.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WINDSONG ESTATES**

THIS DECLARATION made this sixteenth day of July, 2004 by Windsong LLC (hereinafter referred to as "Developer").

**ARTICLE I  
DECLARATION - PURPOSES**

1.1 *General Purposes.* Developer is the owner and the developer of certain real property located in the City of East Peoria, Tazewell County, Illinois, and legally described in Exhibit "A" attached hereto and incorporated herein, and desires to create thereon a planned community development provided with Common Properties designed for the private use of Owners within such development, except as herein otherwise provided.

(a) Developer intends to subject the real property described in Exhibit "A" to certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, to protect the Owners of the Property therein against such improper use of the Lots as may depreciate the value of their Property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage and secure the construction of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements, and in general to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

(b) Developer intends to grant certain water detention easements and to establish an Illinois not-for-profit corporation known as the Windsong Estates Homeowners' Association ("the Association"), and to convey the Common Properties (as hereinafter defined) to the Association; and

(c) Developer has deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of

administering and enforcing the covenants, conditions and restrictions, and for collecting and disbursing the assessments and charges hereinafter created.

1.2 **Declaration.** Developer hereby declares that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of Subject Property, and which shall run with the Subject Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Subject Property or any part thereof, and their heirs, successors and assigns.

1.3 **Rights of City.** This Declaration of Covenants, Conditions and Restrictions is incorporated in a Final Plat of Subdivision approved by the City of East Peoria ("City") and was part of the basis for the City to approve the development of the Subject Property.

Accordingly, it is specifically intended that the City be a beneficiary of certain of the covenants, conditions, restrictions and easements set forth in this Declaration, and that the same be enforceable by the City in any appropriate action at law or in equity. The City shall have the right, but not the obligation to enforce any of such provisions.

## ARTICLE II DEFINITIONS

2.1 The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Windsong Estates Homeowners' Association, its successors and assigns.
- (b) "The Properties" shall mean and refer to the Existing Properties, subject to this Declaration.
- (c) "Existing Properties" shall mean and refer to the real estate described in Article III Section 1 hereof, and on Exhibit "A" attached hereto and incorporated herein.
- (d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to

which the Developer permits use by the Association and its members, and any replacements of or for any of the foregoing.

(e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as an "outlot" or "retention area." "Lot" may also include, where applicable, a "Dwelling Lot."

(f) "Single Family Residential" shall mean all of the Properties restricted to use for improvement with dwellings.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract Sellers. For any purposes of this Section, holders of beneficial interests under land trusts holding title to any Lot which is a part of the Property shall be considered an Owner. Developer shall, as long as it owns lots, be an Owner.

(h) "Member" shall mean all those Owners who are members of the Association as hereinafter provided.

(i) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

(j) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(k) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(l) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(m) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is not floor above, the space between the floor and the ceiling next above.

(n) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than nine (9) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports,

basements or Dwelling Accessory Buildings. The minimum square footage of living area for any Dwelling on any Dwelling Lot shall be 1300 square feet if a one-story or ranch type home; and 2200 square feet if a multi-story home, with not less than 1300 square feet on the first floor level. No residences shall exceed two stories in height.

(o) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in, the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

(p) "Committee" shall mean the Architectural Review Committee of the Windsong Estates Homeowners' Association established in Article IV hereof.

(q) "Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as the Declaration of Covenants, Conditions and Restrictions for Windsong Estates, City of East Peoria, Illinois.

(r) "City" shall mean the City of East Peoria, Tazewell County, Illinois, or, where applicable, the corporate authorities of said City, or its duly authorized officers or employees.

(s) "Developer" shall mean Windsong LLC and its successors and assigns.

### ARTICLE III

#### EXISTING PROPERTIES - ADDITIONS THERETO - MERGERS

3.1 *Existing Properties.* The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tazewell County, Illinois and more particularly described in Exhibit A attached hereto and hereby made a part hereof.

3.2 *Mergers.* In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the

covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties as one scheme. However, no such merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW PROCESS

4.1 **Objectives.** Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to maintain architectural integrity and consistency, preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

4.2 **Architectural Review Committee.** To achieve Developer's objectives, the Developer shall create an Architectural Review Committee (the "Committee") with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three (3) members. Members appointed by the Developer may be removed by it with or without cause. Members of the committee may, but need not, be Owners. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished by the Association to its members. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The power to appoint and remove members of the Committee members shall be transferred by Developer to the Association's Board of Directors automatically upon the completion of construction of the last home constructed on the Subject Property, or upon the Developer's election.

4.3 **Matters Requiring Approval.** Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration to or exterior

change in color or material change or alteration, therein be made, nor shall any clearing of trees, change of property drainage grade on easements, or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping design and proposed location, of the same shall have been submitted to and approved in writing by the Committee. No owner may request a building permit from the City without such written approvals; nor shall the City be required to issue a building permit without written evidence of such approval.

4.4 *Procedure.* Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall meet as it deems appropriate except that it shall be required to meet within 30 days of submission of plans, specifications and a Lot Development Plan by a Lot Owner and/or contractor, and shall either approve or disapprove such design and location and proposed construction and clearing activities within ninety days after said plans and specifications have been submitted to it; except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The decision of the Architectural Review Committee shall be determined by the agreement of a majority of its members in attendance at a formal meeting with reasonable notice having been given to the committee members. Two members in attendance shall constitute a quorum. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. Enforcement of the non-monotony provisions of this Declaration shall be a sufficient reason for withholding such approval. If such plans and specifications are not approved or disapproved within ninety days after submission, approval will not be required and this Article will be deemed fully complied with. A decision of the Architectural Review Committee can be reversed by a Lot Owner through the Lot Owner's compliance with the following procedure: The Lot Owner shall petition the other Lot Owners in Windsong Estates. Said petition shall clearly state the Lot Owner's request and the Architectural Review Committee's objection(s). The plans, specifications, Lot Development Plan, all correspondence and all other pertinent documents shall be attached to the petition, referenced therein and made part of thereof. If the petitioning Lot Owner obtains the signatures of twenty six (26) other Lot Owners in support of the petition, the decisions of the Architectural Review

Committee shall be reversed. The Lot Owner shall then record the petition with signatures and all exhibits with the Tazewell County Recorder and may commence construction of the improvement in accordance with the plans, specifications and Lot Development Plan contained in the recorded document. The Architectural Review Committee may charge the Owner for out-of-pocket expenses not to exceed 1/10<sup>th</sup> of 1% of the estimated cost of construction of the improvement submitted for approval. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. Nothing herein shall relieve any Lot Owner from the responsibility of complying with all applicable Building and Zoning Ordinances and other regulations of Tazewell County or other governmental bodies having jurisdiction. The members of the Architectural Review Committee shall not be personally liable to the Lot Owner or Owners for any mistake in judgment or for any acts or omissions (not made in bad faith) as such Committee members or acting as the Architectural Review Committee and shall be indemnified and held harmless by all Lot Owners. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

4.5 *Non-Monotony Provisions.* All homes within the Subject Property shall comply with the following non-monotony provisions:

- (a) No two single-family residences of similar front elevation or façade shall be constructed on adjacent lots; nor shall more than 25% of the single-family residences in any streetscape be constructed with similar front elevation or façade. Front elevations or façades shall be deemed to be similar when there is no substantial difference in the color of materials used, or no substantial difference in the kind of materials used.
- (b) Adjacent lots are lots that adjoin or share side property lines or lots, the front property lines of which, although separated by a street, overlap another by more than 30%.
- (c) A streetscape is made up of the façades of single-family residences on both sides of a street. The length of a streetscape shall be limited to no more than 15 lots per side of street. When more than 15 lots per street side exist without an intervening cross street, the Committee shall, establish those lots that shall constitute a separate streetscape. In making that determination, the Committee shall consider that configuration of lots that will be most influenced and affected by adjacent lots. When possible, physical

demarcations such as topography, road configuration, or landscaping shall be used in establishing the appropriate streetscape. In general, the front elevation or facade of the residence will determine the applicable streetscape.

**4.6 *Deviations from Covenants, Conditions and Restrictions.*** The Committee shall not have the power to enter into agreements with the owner of any lot, without the consent of the owner of the adjoining or adjacent lot or lots, to deviate from the provisions of the Covenants, Conditions and Restrictions within the jurisdiction of the Committee for any reason, except as hereinafter expressly set forth, unless approved by two-thirds (2/3) of all of the members of the Association at a meeting duly called for such purpose. In such event, the proposed deviation or variation must be based upon reasons of practical difficulty or particular hardships which otherwise would be suffered by such owner, and the Committee shall submit to the Association members a detailed written statement setting forth the reasons for the proposed deviation. Any such deviation, which shall be manifested by written agreement, shall not constitute or be deemed to constitute, a waiver of any such covenant, condition or restriction as to any other lots in the Properties. In no case shall any deviation or variation be granted which would violate the provisions of the Annexation Agreement, or any City ordinance or regulation in effect at the time of such proposed deviation or variation. The General Restrictions set forth in Article V hereof shall not be waived by the Committee or the Association for any reason.

**4.7 *Architectural Guidelines.*** Attached hereto as Exhibit "E" and made a part hereof are Architectural Guidelines for Lot Owners and the Committee. In the event of any conflict between those guidelines and this Declaration, the Declaration shall control.

## ARTICLE V GENERAL RESTRICTIONS

**5.1 *General Permitted Land Use - Single Family Residential.*** All Lots within the Properties are designated "Single Family Residential" use, and shall be used only as Dwelling Lots. All Lots are restricted to Single Family Residential use. No structure shall be erected, re-erected or maintained on any Lot except for one Dwelling designated for occupancy by a Single Family, except as otherwise permitted herein. No Dwelling Accessory Structure shall be erected

prior to construction of a Dwelling. No structure may be erected or maintained on any such Lot except as shall be approved in writing by the Committee. No detached accessory buildings, including but not limited to detached garages and storage buildings or barns, shall be erected, placed or constructed upon any Lot, except that this section shall not apply to accessory buildings for in-ground swimming pools, which may be located only in the rear yard, subject to the City's applicable rear yard and other zoning requirements and subject to approval by the Architectural Review Committee as established in this Declaration.

5.2 **Minimum Size of Residence; Garages; Roof Pitch.** No structure for a private residence on any lot shall have a floor area (in square feet), exclusive of basements, garages and porches, of less than the following:

- (a) One story ranch type = 1100 square feet.
- (b) Two story or more = 2200 square feet of which 1100 square feet shall be on the first floor level.
- (c) Homes may not exceed two stories.

All garages must be attached to the residence, must be constructed at the same time as the residence dwelling, and must accommodate at least one (1) automobile, but not more than three (3) automobiles. Additional stalls may be permitted in the discretion of the Committee. Garages shall be side-loaded wherever feasible. All residences shall have a minimum roof pitch of 7/12.

5.3 **Development Activity.** Notwithstanding any other provision herein, any owner, including the Developer, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Single-Family Residential units on the Property.

5.4 **Quality of Structures.** It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All front elevations must be composed of no less than sixty percent (60%) brick or stone. Stone, brick, wood, aluminum, vinyl and stucco style materials shall be permitted exteriors, provided that such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. Exterior colors must be approved by the Committee. No exterior block or poured concrete foundation or wall shall be

exposed beyond twenty four (24) inches. Synthetic Stucco or similar product may be used for architectural detailing as permitted by the Committee but in no case more than 30% of the exterior. All structures shall be constructed in accordance with applicable government building codes and with restrictive standards as may be required by the Committee.

5.5 **Location of Structures on Lot.** No structure shall be located nearer to the street than the setback line shown on the plat of the Subdivision or nearer than ten (10) feet to the next Lot.

5.6 **Nuisances.** No noxious, offensive, or illegal activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or obnoxious insects shall be introduced or maintained upon any part of a Lot.

5.7 **Temporary Structures.** No trailer, mobile home, recreational vehicle, basement, tent, shack, garage or other structure shall be parked, placed, or maintained on any Lot or street, except as otherwise permitted herein, or by the Annexation Agreement, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

5.8 **Completion of Construction.** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling, including all landscape work, shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of acts of God, labor disputes, or other matters beyond the owner's control. No structure shall be deemed completed until installation of approved landscaping. The Association may enforce this provision by the levying of appropriate fines, which shall constitute additional assessments under Article IX hereof or by an appropriate action at law or in equity. Within six months from the date of occupancy of any residence, a driveway to serve said residence shall be completed with a dust-free hard surface.

In the event such construction is not completed within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, plus 90% of the fair market value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair market value thereof, same shall be determined by

arbitration by an arbitrator to be appointed by the Lot Owner, an arbitrator shall be appointed by the Developer, and if necessary, a third arbitrator to be appointed by the first two arbitrators to be binding upon both the Developer, and the Lot Owner. Costs of the arbitration shall be equally shared between the Developer and the Lot Owner.

5.9 **Maintenance of Lots.** All Lots, including any Common Properties, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such Lot and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to collection as are provided for annual assessments. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

5.10 **Lot Appearance.** No person shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. If a Homeowner wishes to store refuse outdoors, the site for storage must be approved by the Association. The storage site shall be screened by appropriate shrubbery and said refuse shall be stored in containers approved by the Association. Otherwise refuse is not to be stored outside in open areas. In addition, the Lot Owner must maintain lawns that do not exceed an average length of five (5) inches in height. If a Lot Owner's lawn exceeds five (5) inches in height, then the Association is permitted, but is not required, to enter upon the Lot for the purpose of cutting the excessive growth of grass, provided that the Association shall first notify the Lot Owner of the violation of this Section and the Owner shall continue to neglect to be in compliance of this Section. In the event that the Association shall undertake to cut the excessive growth, then in that event, the Association shall have a lien on the Lot for all costs, fees and expenses related thereto. The Homeowner's Association and/or the City are permitted, at their option, but shall not be required, to enter upon any Lot for the purpose of cutting any growth of weeds as provided in the City's weed control ordinance, if, after appropriate notice, the Lot Owner shall fail or neglect to do so, and in such event shall have a lien on the Lot for all costs, fees and expenses relating thereto.

5.11 **Other Prohibited Matters.**

(a) No business activities, home occupation or profession shall be conducted on any Lot except as may be authorized by the Association in accordance with applicable City ordinances and regulations or as may be provided in the Annexation Agreement. Home office type occupations which do not involve more than two (2) employees, shall not be deemed to be a violation of this section, if and only if permitted by City ordinance. *As of the date hereof, City ordinances provide that only family members may engage in a home occupation. Outside employees are not permitted.*

(b) Parking of commercial vehicles on any Lot or street is prohibited. The term "commercial vehicles" shall include, without limitation, all automobiles, station wagons, vans, trucks, trailers or vehicular equipment bearing signs or which have printed thereon a reference to any commercial activity or which contain commercial equipment open to public view.

5.12 *Easements Reserved with Respect to Lots.* Developer reserves for itself, it's successors and assigns, and to the City, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on the recorded Plat of the Subdivision are reserved for the installation and maintenance of utility facilities (including but not limited to cable television, internet or similar services), and incidental usage related thereto. All electric service, telephone service and other utilities shall be supplied by underground service, and no poles shall be permitted.

(b) An Owner shall not place any structure on any such easements and shall be responsible for maintaining the easement (except as herein provided) and any damages caused by a user of right to the easement shall be repaired and restored by such user.

(c) The Association has the right, upon fourteen (14) days prior written notice, to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes at the Owner's expense. The fourteen (14) day notice requirement may be waived if the Association deems the offensive underbrush or pest control to be an immediate hazard to the other property owners. No such entry shall be deemed a trespass.

(d) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successors, assigns, or licensees or the City arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

5.13 *Signs*. No signs or billboards of any kind shall be displayed to the public view on any Lot except that one (1) professional sign not to exceed (9) square feet used by the Developer to advertise the Property during the construction and sales period, or a "for sale" sign if offered by Owner or broker may be displayed, which signs shall be in compliance with the applicable ordinance of the City. Political signs shall not be subject to this Section, so long as they are unlighted and are displayed not more than sixty (60) days prior to an election. All such signs shall be removed not later than five (5) days after the election. All requests for exceptions shall be in writing and submitted to the Board of Directors of the Windsong Estates Homeowners Association, and shall specify the size of the sign and the condition of the sign and the time period during which the sign shall be displayed on the specific Lot. During such time as the Developer maintains a Sales Office at Windsong Estates, the Developer shall be authorized to display such signs as are permitted by Tazewell County.

5.14 *Parking or Keeping of Vehicles*. No vehicles are to be parked permanently or temporarily on any part of any Lot, except within attached garages. No campers, vans, pick-up trucks, boats (on or off trailers), recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. Overnight parking of vehicles on any street is prohibited. All requests for exceptions must be submitted in writing to the Board of Directors of the Windsong Estates Homeowners Association, and all exceptions shall set out the specific vehicle for which the exception is granted, the time period of the exception and the required screening provisions that the owner is to adopt.

5.15 *Garbage and Refuse Disposal*. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage lawn cuttings, branches or other waste shall not be kept except in sanitary containers, shall be removed at reasonable intervals, and may not be buried on

any lot. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be enclosed and not open to public view. Composting of landscape waste shall be permitted per City Ordinance or Association rules.

5.16 *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.17 *Driveways.* All driveways must have a permanent hard surface. Concrete, asphalt or brick are acceptable. Gravel driveways are not permitted. Driveways must be fully completed within one (1) year from the start of construction (weather permitting) or six months from the date of occupancy, whichever is later, and shall be not more than twenty (20) feet in width at the street, and no less than sixteen (16) feet in width unless required to accommodate a front loaded garage.

5.18 *Home Occupations and Businesses.* No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes, including home occupations, except as provided in Section 5.11(a) hereof.

5.19 *Landscaping.* A landscaping plan shall be required for each Lot. The landscaping plan shall be submitted to the Committee established pursuant to Article IV of this Declaration. All landscaping shall be completed by the Purchaser within a period of the first growing season subsequent to the occupancy of said Dwelling.

Each lot shall have between one (1) and three (3) trees with a diameter of not less two inches, measured at a height of five (5) feet, within two years from the date of sale. Credit shall be given for trees already on the lot or a parkway. Planting of these trees shall be the responsibility of the Owner at the time of the issuance of a building permit. All lots must be

seeded or sodded (unless otherwise required to preserve existing trees on the lot) within six (6) months after completion of construction of any single family residence, or within the first growing season (as defined by a landscape architect of the Committee's choosing) following occupancy of a residence. The landscape plan shall include both trees and shrubs.

Notwithstanding anything herein to the contrary, the Owners of vacant or improved Lots are obligated to maintain said Lots in a neat and clean manner. To the extent that any Owner shall fail to perform the maintenance of his own Lots at reasonable terms and in a reasonable manner, the Homeowners' Association may, but shall not be required to perform such maintenance, repair or upkeep upon fourteen days (14) prior written notice to the Owner, and in such event, the cost thereof shall be added to such owners annual assessments and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to annual assessments.

5.20 **Removal of Trees.** No trees shall be removed from any Lot (except dead or diseased trees) without the permission of the Committee established pursuant to Article IV Section 2 or good cause shown. In preparing and submitting plans and specifications for improvements to such Committee, each Owner shall make all reasonable efforts to minimize the number of trees to be removed.

5.21 **Tennis Courts and Swimming Pools.** The construction of tennis courts or in ground swimming pools must be approved by the Association prior to the Homeowner applying for a permit from the City. Both of these structures may require a special building permit from the City. They cannot be located within a front or side yard, but may be located in the rear yard area, subject to City ordinances and regulations. Above ground swimming pools are prohibited.

5.22 **Fences.** No fences shall be erected without prior approval of the Committee. Fences required by City ordinance for outdoor in ground swimming pool enclosure shall also be approved by the Committee. Stockade, chain-link or wire fences are not allowed. No fencing shall be taller than six (6) feet in height. No fence shall be installed along the rear line of any lot located on the perimeter of the Subject Property unless approved by the Architectural Review Committee. All such fencing shall be of either split rail, corral or other rural type fencing, and

shall be uniform for each lot. The Architectural Review Committee shall determine the type of fencing to be permitted.

5.23 *Screening.* All tennis courts and swimming pools, must be screened from visual observation along any interior street within the Subject Property. Said plans are subject to review by the Committee established pursuant to Article IV of this Declaration.

5.24 Air conditioning condensers and other mechanical equipment are not permitted in the front yard, and shall be screened as provided by City Ordinance.

5.25 *Flagpoles.* All flagpoles and basketball hoops on poles are prohibited.

5.26 Awnings or canopies may not project more than three (3) feet from the building.

5.27 Open air laundry facilities are prohibited unless screened from adjoining properties.

5.28 *Satellite Dishes and Antennae.* Exterior television and radio antennae are permitted only in a manner approved by the Committee established pursuant to Article IV of this Declaration. Satellite antenna dishes over twenty four (24) inches are not permitted. All antennae or satellite dishes shall be located at the rear of the single family home. Ham Radio or Citizen's Band Antennae are not permitted, subject to any applicable Federal laws.

5.29 *Utility Towers.* No utility towers or similar structures shall be erected on any Lot.

5.30 Premises shall be landscaped and graded in such away that water will not run off on adjoining Property except as scaled by the original Developer. Lot Owners will be fully responsible on their Lot for establishing all drainage grading on easements.

5.31 All drainage culvert pipes on front lot entryways or driveways installed by Lot Owners shall be constructed of materials approved by the Committee. The width of said pipe shall be approved by the City Engineer, and shall be installed pursuant to a design approved by the City during the building permit process.

5.32 No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that:

- (a) No horses shall be kept, maintained, or stabled on any Lot;
- (b) No more than a combined total of two (2) dogs and/or cats may be kept on any lot. A reasonable number of other pets maybe kept, provided they are not kept, bred or maintained for any commercial purposes;

- (c) No more than one dog run may be erected on each Lot;
- (d) All pets shall be restrained, and not allowed to roam;
- (e) Dog runs and kennels are to be screened from visual observation along any interior street within the Subject Property, and are restricted to a maximum of six (6) feet by twelve (12) feet.

5.33 No building, veranda, bay window, fence, nor portion of any building except open steps shall be erected or maintained upon any Lot between the front lot line and the building lines as shown on the Plat, and within ten (10) feet of each of the interior side lot lines.

5.34 The location of exterior post light, floodlights, etc., shall be approved by the Committee established pursuant to Article IV of this Declaration.

5.35 Each owner shall be responsible to provide a mailbox and a yard light with address attached, in locations approved by Developer or the Homeowners' Association. The Association may require a uniform mailbox for each lot. In addition each property owner is responsible for having the address number on their lot engraved, attached or affixed to the front of their home. No newspaper boxes or other attachments to the mailbox are allowed. The yard light shall be a maximum of ten (10) feet in height, with not more than eight (8) feet above ground and two (2) feet below grade. Lot Owners shall be responsible for the maintenance of the mailbox and yard light.

5.36 All homes shall have basements equal to the size of the ground level plan, excluding the garage, unless waived by the Architectural Review Committee for valid engineering reasons. Such waiver shall also be subject to approval of the City Engineer. In no event shall waivers be granted for more than five (5%) percent of the lots. Slab foundations are not permitted.

## ARTICLE VI

### EASEMENT FOR STORM WATER DRAINAGE AND DETENTION; RESPONSIBLE OFFICERS

6.1 *Declaration of Easement.* The Developer hereby declares and establishes an easement (the "Storm Water Drainage Easement") for drainage and detention of storm water over, upon and across those portions of the subject Property designated "Storm Water Drainage"

and "Storm Water Detention" or "Retention" on each recorded plat of, subdivision of the Subject Property or portion thereof.

6.2 *Initial Installation and Subsequent Maintenance of Storm Water Drainage Facilities.* Initial installation of the improvements in the portions of the Subject Subdivision designated for Storm Water Drainage and Storm Water Detention and Retention (the "Storm Water Drainage Facilities") shall be the responsibility of the Developer. Subsequent to approval by the City Engineer of such initial installation in accordance with Tazewell County standards, the Association shall have responsibility for maintaining the Storm Water Drainage and Storm Water Detention Facilities, as set forth in Article VII hereof, and the cost thereof shall be subject to assessments as set forth in Article IV hereof.

6.3 *Responsible Officers.* Pursuant to the applicable provisions of the Tazewell County Storm Water Ordinance, the names of the Officers of the Association responsible for the maintenance of the Storm Water Drainage Facilities shall be transmitted in writing to the City and to the appropriate official of Tazewell County. The Association shall promptly notify the City and the County of any change in the responsible Officers.

## ARTICLE VII

### THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS AND RESERVATIONS WITH RESPECT THERETO

7.1 *Members Easements of Enjoyment.* Subject to the provisions of this Article VII, every Member shall have the non-exclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot.

7.2 *Obligation of the Association with Respect to Common Properties; Conveyance by Developer.* The Association, for itself, its successors and assigns, hereby covenants with the Developer as follows:

- (a) Developer shall convey the Common Properties to the Association by warranty deed or other similar instrument prior to the sale of the first lot on the Subject Property.
- (b) The Association will accept conveyance of the Common Properties on the terms and conditions specified herein. The conveyance of the Common Properties shall contain

an express provision imposing the obligation to maintain the Storm Water Facilities upon the Association and an acceptance of that obligation by the Association.

(c) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties, which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the same in good and sightly appearance.

(d) The obligations of the Developer with respect to the Common Properties are set forth in the Common Properties Maintenance Agreement attached hereto as Exhibit "D" and made a part hereof.

7.3 *Extent of Members Easements.* The rights and easements of enjoyment created hereby for the benefit of Association member; and other users of right shall be subject to the following:

(a) Rights of the Developer, it's successors, and assigns, as herein reserved.

(b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties, and in addition thereto, to mortgage such Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of such Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied whereupon the possession of such Properties shall be returned to the Association and all Members' rights fully restored.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.

(d) The right of the Association, as provided in its Articles and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against such Member remains unpaid, and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility, subject to the conditions and limitations as provided in its Articles of Incorporation.

(f) Rights of the City of East Peoria, public utilities, and the public as set forth in this Declaration, the Annexation Agreement or as shown on the recorded Plat of Subdivision.

**7.4 *Rights and Easements Reserved by Developer.*** The Developer, for itself, its successors and assigns, reserves the following rights and easements in and with respect to Common Properties transferred to the Association:

(a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate, and maintain utility lines and conduits and underground and overhead poles and equipment, and structures and devices relating to utility services for the purpose of serving the properties with telephone, electricity, water, sewer service, and other utility services and grant easements with respect thereto to utility companies; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

(b) An easement is reserved for surface drainage over any open areas, not otherwise provided for in Article VI.

(c) The Developer, its successors and assigns, by its agents, reserves the right during the sales period of the development, but not exceeding fifteen (15) years from the date of the recording of this document, to the non-exclusive use in common with members of the Association of the open areas for recreational purposes, except that the exercise of such right shall not unreasonably interfere with the Common Property of the members.

**7.5 *Limitations on Improvements.*** No buildings or structures shall be erected on any Common Properties except for facilities for the use of the Owners such as playgrounds, parks, pools, clubhouses and the like.

**ARTICLE VIII**  
**CREATION OF HOMEOWNERS' ASSOCIATION**

A Homeowners' Association to be known as the Windsong Estates Homeowners' Association has been formed in accordance with applicable Illinois law by the Developer for the benefit of the Owners. Prior to the first annual meeting of the Members, the Developer shall have the powers, authority and duties of the Board of Directors. The Homeowners' Association shall be comprised of an initial Board consisting of three (3) Directors. At the Annual Meeting, the Members of the Association shall elect Lot Owners to the Board. The Board shall be comprised of three (3) Lot Owners. The By-Laws shall provide for the duties of the Board's Officers, the term of service of the Board members, and the replacement of Board members who terminate their membership in the Association. The Board members shall be elected by the majority vote of the Owners when at least seventy percent (70%) of all homes are constructed and occupied, except that Developer shall be entitled to appoint the three (3) directors until seventy percent (70%) of all homes have been constructed and occupied Developer may remove any director appointed by it with or without cause. The Directors shall be elected and appointed for an initial term of three (3) years. The Homeowners' Association will be a non-stock, not-for-profit corporation, organized pursuant to applicable Illinois Statutes, in accordance with the Articles of Incorporation attached hereto as Exhibit "B" and the By-laws of the Association attached hereto as Exhibit "C", which exhibits are incorporated in this Declaration as if fully set forth. The Association shall have the power to enforce this Declaration, but shall not have the power to make rules or regulations which have the effect of prohibiting or regulating any activity not specifically prohibited by this Declaration. All members of the Board of Directors shall be owner/residents except those appointed by Developer. The Homeowner's Association shall not be dissolved without the written consent of the City, and the By-laws shall so provide.

**ARTICLE IX**  
**MEMBERSHIP AND VOTING RIGHTS**

9.1 Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Homeowners' Association and shall remain such so long as he remains an Owner of a Lot subject hereto. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest. Developer shall be a member of the Homeowners' Association so long as it remains an owner of a Lot subject to this Declaration and shall have one vote for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

9.2 The Developer shall appoint the initial Board of Directors of the Homeowners' Association for an initial three-year period. Thereafter the Directors shall be elected by the membership as provided in the By-laws, subject to Developer's rights under Article VIII hereof.

9.3 The Homeowners' Association shall have one class of voting membership; one vote per Lot, regardless of the number of owners of a Lot.

**ARTICLE X**  
**HOMEOWNERS' ASSOCIATION:**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

10.1 *Creation of Lien and Personal Obligation for Assessments.*

Every Owner of a Lot, by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to, covenant and agree to pay to the Homeowners' Association for each Lot owned (or to a management company or other collection agency designated by the Homeowners' Association):

- (a) Annual assessments or charges to be paid in such installments as the Board of Directors of the Homeowners' Association shall elect; and
- (b) Special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, but no capital improvements shall be undertaken other than those specifically

authorized by this Declaration or to repair existing facilities without the affirmative vote of two thirds (2/3) of all Lot Owners.

The assessments thus collected by the Homeowners' Association shall constitute the maintenance fund of the Homeowners' Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, including but not limited to, reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

10.2 *Purpose of Assessments.* Each Owner shall pay to the Homeowners' Association assessments representing his proportionate share of the expenses of maintenance, repair, replacements, administration and Operation of the Storm Water Drainage and Storm Water Detention Facilities and for any other purpose appropriate under the Articles of Incorporation and By-Laws of the Association or this Declaration. To the extent, if at all, that any assessments for any fiscal year are not expended by the Homeowners' Association, any such savings shall be applied by the Homeowners' Association in reduction of its budget and the annual assessments to the Owners for the following year, except with respect to amounts held by the Homeowners' Association as reserves which shall be deemed to be held by the Homeowners' Association in trust for the members for the uses and proposes for which reserves have been established. Any interest of any Owner in and to such reserve funds shall be deemed appurtenant to such Owner's membership and shall automatically transfer and inure to such Owner's successor in interest.

10.3 *Computation of Assessments.* Payments of assessments shall be in such amounts and at such times as provided below:

- (a) On or before each November 1st, the Board of Directors shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to maintenance of the Storm Water Drainage Facilities and such other items as provided for herein and in the By-Laws of the Homeowners' Association, which will be required during the ensuing calendar year for the rendering of all services,

together with a reasonable amount necessary for a reserve for contingencies and replacements, and shall on or before December 1st of each year, notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(b) All obligations of the Owners hereunder for assessments, special assessments or other levies by the Homeowners' Association pursuant to this Declaration or the By-Laws of the Homeowners' Association, shall be determined by multiplying the amount of such assessment, special assessment or levy by a fraction, the numerator of which is the number of Lots owned by an Owner and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration. On or before January 1st of the ensuing year, and on the first day of January and the first day of July of every year thereafter, each Owner shall be obligated to pay the Board of Directors or as it may direct, one-half ( $\frac{1}{2}$ ) of the assessment made pursuant to this paragraph, unless the Board of Directors elects a different payment schedule. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be applied, as the Board of Directors sees fit, to expenses and/or reserves for the subsequent year.

(c) If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or adjusted assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of ten percent (10%) of the approved assessment must be approved by two-thirds ( $\frac{2}{3}$ ) of the members voting in person or by proxy at a meeting duly called for such purposes.

(d) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon any of the Storm Water Drainage and Storm Water Detention Facilities provided that any such assessments in excess of a total of Five Thousand and No/100 Dollars (\$5,000.00) in any assessment year shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose. Any such assessment shall be levied equally per Lot against each Owner.

(e) The Board of Directors shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board of Directors, significantly reduced, then any supplemental budget, or the next regular estimated cash requirements, shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate. All Purchasers shall begin and commence payment of the then current assessment(s) on January first (1st) following their date of purchase.

(f) The prorated assessment payments from closing to year end shall be paid at closing, along with an initial reserve which shall be created by the payment of the greater of \$250.00 per Lot to the Association by the initial purchaser of any lot at the time of the closing of the initial sale of such lot. The Developer retains the Right to waive initial payments and fees through June 2007. The Association shall not maintain reserves in excess of 150% of the prior year's expenditures, except pursuant to a specific capital improvement program approved by at least two-thirds of all Owners at an annual or special meeting of Owners.

(g) The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs, necessary reserves or adjusted assessments, as herein provided,

whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing bi-annual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.

(h) The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property specifying and itemizing and maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

(i) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. Except as otherwise provided elsewhere herein, an Owner on the first day of January and the first day of July shall personally be liable for one-half ( $\frac{1}{2}$ ) of the annual assessment payment; and the Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

**10.4 Date of Commencement of Annual Assessments Due Dates.** The prorated amount for annual assessments provided for herein shall commence upon the closing on the property by the Purchaser. The Homeowners' Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Homeowners' Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**10.5 Effect of Nonpayment of Assessments: Remedies of the Association.** Any amount assessed against an individual Lot which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at an annual rate equal to the prime rate of interest plus twelve (12) percent per annum as published by the Wall Street Journal on the first business day of the month for which any such liability accrues, or in lieu thereof, such other maximum interest rate as may

from time to time be provided by law or statute, and the Homeowners' Association may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Homeowners' Association) and/or bring an action at law against the Owners of the Lot for the amount of such assessment. The Board of Directors may adopt a rule imposing late charges for delinquent assessments in lieu of interest.

10.6 *Subordination of the Lien to Mortgage.* The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage (or equivalent security interest) on a Lot recorded prior to the date upon which such assessment became due, and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall not extinguish the lien of all such assessments which become due prior to such sale of transfer. In order to become a valid lien, said lien must be placed for record with the Tazewell County Recorder of Deeds, within two (2) years of the time the amount claimed became due, with the lien to expire two (2) years after recording of same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due. No sale or transfer shall relieve such Lot from liability for an assessment thereafter becoming due or from the lien thereof.

#### **ARTICLE XI**

##### **SANITARY DISPOSAL**

No individual septic system or sewage disposal facility shall be installed upon any Lot.

#### **ARTICLE XII**

##### **PLUMBING AND WATER SERVICE**

12.1 *Plumbing*. All plumbing fixtures, dishwashers, and toilets, shall be connected to a sewage disposal system constructed by the Developer and approved by any state, county, or municipal authority having jurisdiction. Septic tank systems and water wells are not permitted.

**ARTICLE XIII  
RESUBDIVISION OF LOTS**

No Lot contained within the Subdivision may be re-divided.

**ARTICLE XIV  
MAINTENANCE OF  
STORM WATER DRAINAGE AND DETENTION FACILITIES**

The Storm Water Drainage and Storm Water Detention Facilities shall not be filled or otherwise altered by the Owners in any way which would adversely affect the functioning of such drainage system areas, retention or detention areas. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot whether vacant or improved, which is required by the foregoing, upon thirty (30) days prior written notice, and in a reasonable manner, the Homeowners' Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to annual assessments.

The Storm Water Detention and Drainage Facilities (the "Detention Facilities") as shown on the Final Plat of Subdivision shall be owned by the Homeowners' Association created pursuant to this Declaration. The Detention Facilities, and any detention easement area on any individual lot (collectively, the "Detention Easements"), shall be maintained by the Association out of the annual maintenance assessment. The Association shall have the exclusive right and obligation to maintain the Detention Easements, and shall have an easement in gross over, upon and through any individual lot for such purpose. The Association shall also be responsible to

maintain all drain titles, outlot pipes, culverts or other Drainage Facilities, as shown on the Final Plat of Subdivision. In the event that the Association shall fail and refuse, or be unable, to maintain any and all of the Detention Facilities or the Detention Easements, then and in such event, the City of East Peoria shall have the right, but not the obligation, to perform any and all maintenance of such facilities, shall be reimbursed for any of its costs and expenses so incurred, including outside professional fees and attorneys' fees incurred in enforcing its rights and obligations hereunder and shall have a lien on the Lots for all such costs, fees and expenses relating thereto. The City shall have an easement for all such maintenance over any individual lot in the Project to the extent required for such purposes.

#### **ARTICLE XV**

##### **ENTRANCE MONUMENTS AND EASEMENT**

The Developer may install at its expense entrance monuments, lighting and landscaping at the intersection of Grange Road and Centennial Drive.

#### **ARTICLE XVI**

##### **SPECIAL SERVICE AREAS**

The City has formed, or may form, one or more Special Service Areas pursuant to the Illinois Special Service Area Tax Law to provide for backup maintenance of the Storm Water Detention Facilities, the Detention Easements and the Entrance Easements. In addition, the Special Service Area or Areas shall provide for the repair and replacement of the streets within Windsong Estates. Formation of one or more such Special Service Areas shall not constitute either a waiver of any remedies granted to the City in this Declaration for failure to maintain the Detention Facilities, Detention Easements or the Entrance Easements, nor shall it constitute an election of remedies. It is the intent of the City and Developer that such authority be exercised only as a last resort; such determination, however, shall lie within the sole discretion of the City.

#### **ARTICLE XVII**

##### **GENERAL PROVISIONS**

17.1 **Insurance.** The Board of Directors of the Homeowners' Association shall have the authority to and shall, to the extent such insurance is available on a commercially reasonable

basis, obtain comprehensive liability insurance for injuries to and death of persons, and property damage, in such limits as it shall deem appropriate, and Workman's Compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner, the Association, the Board of Directors, the Developer, and their respective employees and agents, from liability in connection with Association maintained Common Improvements, 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 and good faith errors of judgment. Such insurance coverage may include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses and shall be included in the annual budget and paid through annual assessments or special assessments. The premiums for all insurance purchased pursuant to the provision of this Section shall be paid at least thirty (30) days prior to the expiration date of any policy. Except as herein above provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such owner shall deem necessary on his own Lot and the contents of his own Lot, and his additions and improvements thereto as well as his personal liability.

17.2 *Remedies.* In the event of any default by any Owner under the provisions of the Declaration, By-laws or rules and/or regulations of the Homeowners' Association, the Board of Directors or the City of East Peoria, in its own right or in right of the Association, shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Homeowners' Association or the City of East Peoria in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged and assessed

against such defaulting Owner (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Homeowners' Association, its Board of Directors by any or all aggrieved Lot Owners, or the City of East Peoria. The City shall have the right, but not the obligation to take any enforcement action permitted hereunder. All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Homeowners' Association are mutually enforceable by and among the members of the Homeowners' Association, and where applicable by Tazewell County and the City of East Peoria. Any member who feels that a provision is being violated may petition the Homeowners' Association to investigate the situation. Should the Homeowners' Association determine that the allegation is true and that corrective action should be taken, the Homeowners' Association shall take whatever action is necessary to end the violation. Should the Homeowners' Association deem the allegation of violation as unworthy of action or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining Member may prosecute his claim in whatever legal manner is best suited to the situation.

17.3 *Land Trusts.* In the event title to any Lot is conveyed to a land title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the Lot under such trust and 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 against such Lot or its Owner. The names of the beneficiaries of the Trust shall be disclosed in writing to the Homeowners' Association within thirty (30) days of such conveyance, or any subsequent assignment of the beneficial interest in such trust. No claim shall be made against any such title-holding trustee personally for the payment of any lien or obligation hereunder created, and such trustee shall not be obligated to sequester 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 beneficiaries of such trust notwithstanding any transfers of title of such Lot.

17.4 *Amendments.* The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy five percent (75%) of the owners shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty year period or any extension thereof, which termination shall be by written instrument signed by seventy five percent (75%) of the Owners and approved by and filed with the City of East Peoria, and upon such approval properly recorded in Tazewell County, Illinois. This Declaration may be amended during the first twenty year period by an instrument signed by the Developer, and by not less than seventy five percent (75%) of the Owners except that Developer's consent shall not be required if it is no longer the owner of any Lot. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Developer may, at it's sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and properly recorded in Tazewell County, Illinois and further provided amendment of any provisions affecting the City of East Peoria shall not be valid unless the City consents by ordinance. Developer further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision, subject to approval of the corporate authorities of the City. Further, nothing contained in this Section shall have application to nor require consent for the Developer's recording of any Supplementary Declaration relative to the annexation of additional properties which may be subjected to this Declaration provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner or the City established by any such document.

17.5 *Rights and Obligations.* The provisions of this Declaration and this By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any

ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mention thereof is made in said deed.

17.6 *Rights and Duties of Institutional Lenders.* Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

(a) Upon written notice directed to the Homeowners' Association by any first mortgagee of a Lot, the following actions will require notice to all said institutional holders:

- (i) Abandonment or termination of the Homeowners' Association; and
- (ii) Material amendment to the Declaration, By-Laws or Articles of Incorporation.

(b) Upon the request in the manner prescribed above of any first mortgagee of a Dwelling on a Lot, the Homeowners' Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such owner's obligations under the within Declaration or the By-Laws or Homeowners' Association's rules or regulations which is not cured within thirty (30) days.

(c) Each first mortgagee of a Dwelling on a Lot shall have the right, upon five (5) days notice, to examine any and all books and records of the Homeowners' Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges against the Common Areas or any portion thereof. First mortgagees may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Homeowners' Association. The Homeowners' Association shall have the authority to enter into any agreement reflecting the provisions of the within subsection in such form as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Homeowners' Association and binding upon it in favor of all such mortgages.

(d) Institutional holders of first mortgages of a dwelling on a Lot shall, in addition, upon written request, have the right:

- (i) to receive an annual financial statement of the Homeowners' Association within sixty (60) days following the end of any fiscal year of the Homeowners' Association; and
- (ii) to receive written notice of all meetings of the Homeowners' Association and to designate a representative to attend all such meetings.

17.7 *Actions Requiring Three-Quarters Vote.* Unless at least seventy five percent (75%) of the Owners and the Developer have gives their prior written approval, and unless the City consents by ordinance, the Homeowners' Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties, or any portion thereof or interest therein; except that the granting of easements for public utilities, or the dedication to a public park district or other entity for public purposes consistent with the intended use of such property shall not be governed by this section.
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Homeowners Association; or
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots.

17.8 *Headings.* The headings contained in this Declaration are for reference purposes only and shall not in anyway affect the meaning or interpretation of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Section or subdivisions by another document or instrument.

17.9 *Conflicts and Incorporation by Reference.*

- (a) The Developer's predecessor in title has heretofore entered into an Annexation Agreement with the City, which has been recorded in Tazewell County, Illinois. The provisions, restrictions and obligations of the Annexation Agreement are hereby incorporated in this Declaration of Covenants, Condition, and Restrictions as if fully set forth.
- (b) The "Architectural Guidelines and Building Requirements for Windsong Estates Homeowners' Association" attached hereto as Exhibit "E" are also incorporated herein as if fully set forth.
- (c) In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.
- (d) In the event of any conflict between the provisions of the Annexation Agreement and this Declaration, the most restrictive provisions shall control. In the event of any conflict between the provisions of this Declaration and the Architectural Guidelines attached hereto, the provisions of this Declaration shall control.

17.10 *Perpetuities and Restraints on Alienation.* If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

- (a) the rule against perpetuities or some analogous statutory provisions;
- (b) the rule restricting restraints on alienation; or
- (c) 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 now living

lawful descendants of Rod Blagojevich, Governor of the State of Illinois, and George W. Bush, President of the United States of America.

17.11 *Notices.* Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Homeowners' Association or to any Owner at its respective address as follows:

Developer: Windsong LLC  
4055 West Main Street  
Skokie, Illinois 60076

with a copy to: Weinberg Richmond LLP  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
Attention: Robert Blatt, Esq.

Windsong Estates Homeowners' Association: Windsong Estates Homeowners' Association  
116 Springhaven Drive  
Washington, Illinois 61571  
Attention: Estie Israel

Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof. Notices of change of address shall be sent by certified or registered mail.

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

17.13 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the perpetuation of a first-class development.

17.14 Notices required to be given any heir, devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

17.15 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17.16 All rights which are specified in the Declaration to be rights of Developer are assignable or transferable. Upon any exercise of rights by the holder of said assignment or transfer, any one or more of such holders, its nominee or designee, any party appointed pursuant to such assignment or transfer and any successor assignee by foreclosure or otherwise, shall from time to time hold or be entitled to exercise the rights of Developer herein as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights, except to the extent allowed or required by law.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on it's behalf and attested as of the day and year first above written.

**OWNER/DEVELOPER:**

**WINDSONG LLC**

By: \_\_\_\_\_

Managing Party

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and having been first duly sworn on oath, signed the above and foregoing instrument, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of Windsong LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

Robert C. Blatt, Esq.  
Weinberg Richmond LLP  
333 West Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
(312) 807-3800

TAX I.D. NOS: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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**EXHIBIT A**  
**TO THE DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

Lots 1-101 in Windsong Estates.

	Property #	Address	Lot #
1	02-02-17-313-006	132 Spring Haven Dr.	WD01
2	02-02-17-313-007	128 Spring Haven Dr.	WD02
3	02-02-17-313-008	124 Spring Haven Dr.	WD03
4	02-02-17-313-009	120 Spring Haven Dr.	WD04
5	02-02-17-313-010	116 Spring Haven Dr.	WD05
6	02-02-17-313-011	112 Spring Haven Dr.	WD06
7	02-02-17-313-012	108 Spring Haven Dr.	WD07
8	02-02-17-313-013	104 Spring Haven Dr.	WD08
9	02-02-17-313-014	100 Spring Haven Dr.	WD09
10	02-02-18-200-003	IL RTE 24	
11	02-02-18-400-004	2283 Centennial Dr.	
12	02-02-18-401-001	402 Silver Creek Dr.	WE64
13	02-02-18-401-002	400 Silver Creek Dr.	WE63
14	02-02-18-401-003	308 Silver Creek Dr.	WE62
15	02-02-18-401-004	306 Silver Creek Dr.	WE61
16	02-02-18-401-005	304 Silver Creek Dr.	WE60
17	02-02-18-401-006	302 Silver Creek Dr.	WE59
18	02-02-18-401-007	300 Silver Creek Dr.	WE58
19	02-02-18-401-008	210 Silver Creek Dr.	WE57
20	02-02-18-401-009	208 Silver Creek Dr.	WE56
21	02-02-18-401-010	206 Silver Creek Dr.	WE55
22	02-02-18-401-011	204 Silver Creek Dr.	WE54
23	02-02-18-401-012	202 Silver Creek Dr.	WE53

24	02-02-18-401-013	101 Scarlet Ct.	WE52
25	02-02-18-401-014	103 Scarlet Ct.	WE51
26	02-02-18-401-015	105 Scarlet Ct.	WE50
27	02-02-18-401-016	107 Scarlet Ct.	WE49
28	02-02-18-401-017	106 Scarlet Ct.	WE48
29	02-02-18-401-018	104 Scarlet Ct.	WE47
30	02-02-18-401-019	102 Scarlet Ct.	WE46
31	02-02-18-401-020	100 Scarlet Ct.	WE45
32	02-02-18-402-001	111 Sable Ln.	WE65
33	02-02-18-402-002	109 Sable Ln.	WE66
34	02-02-18-402-003	107 Sable Ln.	WE67
35	02-02-18-402-004	105 Sable Ln.	WE68
36	02-02-18-402-005	103 Sable Ln.	WE69
37	02-02-18-402-006	101 Sable Ln.	WE70
38	02-02-18-402-007	211 Windsong Dr.	WE71
39	02-02-18-402-008	209 Windsong Dr.	WE72
40	02-02-18-402-009	207 Windsong Dr.	WE73
41	02-02-18-402-010	205 Windsong Dr.	WE74
42	02-02-18-402-011	203 Windsong Dr.	WE75
43	02-02-18-402-012	201 Windsong Dr.	WE76
44	02-02-18-403-001	110 Sable Ln.	WE85
45	02-02-18-403-002	305 Silver Creek Dr.	WE86
46	02-02-18-403-003	303 Silver Creek Dr.	WE87
47	02-02-18-403-004	301 Silver Creek Dr.	WE88
48	02-02-18-403-005	108 Sable Ln.	WE84
49	02-02-18-403-006	303 Savannah Ln.	WE89
50	02-02-18-403-007	106 Sable Ln.	WE83
51	02-02-18-403-008	301 Savannah Ln.	WE90

52	02-02-18-403-009	104 Sable Ln.	WE82
53	02-02-18-403-010	102 Sable Ln.	WE81
54	02-02-18-403-011	Savanna Ln.	
55	02-02-18-403-012	100 Sable Ln.	WE80
56	02-02-18-403-013	208 Windsong Dr.	WE79
57	02-02-18-403-014	204 Windsong Dr.	WE78
58	02-02-18-403-015	201 Savanna Ln.	WE77
59	02-02-18-404-001	304 Savanna Ln.	WE38
60	02-02-18-404-002	207 Silver Creek Dr.	WE37
61	02-02-18-404-003	205 Silver Creek Dr.	WE36
62	02-02-18-404-004	203 Silver Creek Dr.	WE35
63	02-02-18-404-005	201 Silver Creek Dr.	WE34
64	02-02-18-404-006	103 Silver Creek Dr.	WE33
65	02-02-18-404-007	205 Skylark Ln.	WE32
66	02-02-18-404-008	203 Skylark Ln.	WE31
67	02-02-18-404-009	201 Skylark Ln.	WE30
68	02-02-18-404-010	112 Shannon Hills Dr.	WE24
69	02-02-18-404-011	110 Shannon Hills Dr.	WE25
70	02-02-18-404-012	108 Shannon Hills Dr.	WE26
71	02-02-18-404-013	106 Shannon Hills Dr.	WE27
72	02-02-18-404-014	104 Shannon Hills Dr.	WE28
73	02-02-18-404-015	102 Shannon Hills Dr.	WE29
74	02-02-18-405-001	113 Shannon Hills Dr.	WE23
75	02-02-18-405-002	111 Shannon Hills Dr.	WE22
76	02-02-18-405-003	109 Shannon Hills Dr.	WE21
77	02-02-18-405-004	107 Shannon Hills Dr.	WE20
78	02-02-18-405-005	105 Shannon Hills Dr.	WE19
79	02-02-18-405-006	103 Shannon Hills Dr.	WE18

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80	02-02-18-405-007	101 Shannon Hills Dr.	WE17
81	02-02-18-405-008	200 Savannah Ln.	WE10
82	02-02-18-405-009	114 Windsong Dr.	WE11
83	02-02-18-405-010	112 Windsong Dr.	WE12
84	02-02-18-405-011	110 Windsong Dr.	WE13
85	02-02-18-405-012	108 Windsong Dr.	WE14
86	02-02-18-405-013	106 Windsong Dr.	WE15
87	02-02-18-405-014	104 Windsong Dr.	WE16
88	02-02-18-406-001	100 Savannah Dr.	
89	02-02-18-406-002	115 Windsong Dr.	WE08
90	02-02-18-406-003	113 Windsong Dr.	WE07
91	02-02-18-406-004	111 Windsong Dr.	WE06
92	02-02-18-406-005	109 Windsong Dr.	WE05
93	02-02-18-406-006	107 Windsong Dr.	WE04
94	02-02-18-406-007	105 Windsong Dr.	WE03
95	02-02-18-406-008	103 Windsong Dr.	WE02
96	02-02-18-407-001	206 Skylark Ln.	WE44
97	02-02-18-407-002	204 Skylark Ln.	WE43
98	02-02-18-407-003	202 Skylark Ln.	WE42
99	02-02-18-407-004	200 Skylark Ln.	WE41
100	02-02-18-407-005	102 Skylark Ln.	WE40
101	02-02-18-407-006	100 Skylark Ln.	WE39

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

**(ATTACHED)**

NFP-102.10  
(Rev. Jan. 1999)

ARTICLES OF INCORPORATION

6362-873.5  
(Do Not Write In This Space)

http://www.sos.state.il.us

FILED

JUN 30 2004

JESSE WHITE  
SECRETARY OF STATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH

Date 6-30-04

Filing Fee \$50

Approved [Signature]

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Windsong Estates Homeowners' Association

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent	Robert S. Blatt		
	First Name	Middle Name	Last Name
Registered Office	333 W. Wacker Drive, Suite 1800		
	Number	Street	(Do not use P.O. Box)
	Chicago	IL 60608	Cook
	City	ZIP Code	County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Moshe Menora	4055 W. Main Street	Stokoe, IL	60078	
Yehudis E. Israel	4055 W. Main Street	Stokoe, IL	60078	
Benjamin A. Israel	4055 W. Main Street	Stokoe, IL	60078	

Article 4. The purposes for which the corporation is organized are:

Administration and operation owned by a homeowner association.

Is this corporation a Condominium Association as established under the Condominium Property Act?  
 Yes  No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?  
 Yes  No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?  
 Yes  No

Article 5. Other provisions (please use separate page):

**Article 6. NAMES & ADDRESSES OF INCORPORATORS**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated Jan 29 (Month & Day), 2004 (Year)

SIGNATURES AND NAMES		POST OFFICE ADDRESS		
1.	<u>[Signature]</u> Signature <u>Becky Jo Evichman, R</u> Name (please print)	1.	<u>533 W. Wacker Drive, Suite 1800</u> Street <u>Chicago, IL 60606</u> City/Town State ZIP	
2.	_____ Signature _____ Name (please print)	2.	_____ Street _____ City/Town State ZIP	
3.	_____ Signature _____ Name (please print)	3.	_____ Street _____ City/Town State ZIP	
4.	_____ Signature _____ Name (please print)	4.	_____ Street _____ City/Town State ZIP	
5.	_____ Signature _____ Name (please print)	5.	_____ Street _____ City/Town State ZIP	

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. \_\_\_\_\_

FORM RFP-162.70  
ARTICLES OF INCORPORATION  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT  
of

SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
SPRINGFIELD, ILLINOIS 62760  
TELEPHONE (217) 782-6322  
783-6322

(These Articles Must Be Executed and Filed  
in Duplicate)

Filing Fee \$50  
C-157.11

EXHIBIT "C"

BY-LAWS OF

WINDSONG ESTATES HOMEOWNERS' ASSOCIATION

**BY-LAWS  
OF  
WINDSONG ESTATES HOMEOWNERS' ASSOCIATION**

**ARTICLE I**

**NAME**

The name of this Association is the Windsong Estates Homeowners' Association.

**ARTICLE II**

**DEFINITIONS**

Section 1. **"Association"** shall mean Windsong Estates Homeowners' Association, an Illinois not-for-profit corporation.

Section 2. **"The Properties"** shall mean and refer to the Existing Properties, and all additions to the Existing Properties subjected to the Declaration of Covenants, Conditions and Restrictions.

Section 3. **"Common Properties"** shall mean any real property and improvements thereon and any personal property or equipment with respect to which Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its Members, and replacement of or for any of the foregoing.

Section 4. **"Lot"** shall mean any plot of land designated by a numeral upon any recorded subdivision map of The Properties whether vacant or having a Single Family Residence thereon, but shall not include any plot designated as an "outlot."

Section 5. "Owner" shall mean (i) the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Single Family Residence situated upon the Properties; (ii) the contract purchaser for any Lot or Single Family Residence situated upon The Properties; and (iii) the beneficiary or beneficiaries under any title-holding land trust.

Section 6. "Board" means Board of Directors of the Association.

Section 7. "Declaration" means the Declaration of Covenants, Conditions and Restrictions by Developer and any Supplemental Declaration as referred to therein, recorded with the Recorder of Deeds of Tazewell County, Illinois, with respect to which the Lots will be made subject.

Section 8. All other terms used herein shall have the meaning set forth in or as defined in the Declaration as said Declaration may be amended from time to time.

### ARTICLE III OFFICES

Section 1. Registered Office. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

Principal Office. The principal office of the Association shall be maintained on the Property at the residence of the Association secretary from time to time, or at the principal office of the Developer, at the election of the Association.

ARTICLE IV  
MEMBERSHIP

Section 1. Membership. The Developer shall be a member of the Association so long as Developer remains an owner of any Lot subject to the provisions of the Declaration. Every person or entity except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of the Declaration or any Supplemental Declaration and which is subject to assessment by the Association shall be a member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of such Lot.

Section 2. The Developer shall appoint the initial Board of Directors of the Homeowners' Association. Thereafter the Directors shall be elected by the membership as provided in the Declaration and the By-Laws.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days. However, such suspension shall not reduce the required vote for any action specified in the Declaration or these By-laws.

Section 4. The rights of membership are subject to the payment of annual assessments levied by the Association in the amount and manner as provided in these By-Laws, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Property against which such assessments are made as provided in the Declaration. The Developer retains the Right to waive all initial payments and fees through June 2007.

**ARTICLE V**  
**PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT**  
**OF COMMON PROPERTIES**

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by Article VII of the Declaration, subject to reserved rights as stated therein.

Section 2. Any Member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the secretary in writing of the name and relationship of any such person. The rights and privileges of such person are subject to suspension as stated herein to the same extent as those of the Member.

**ARTICLE VI**  
**EVIDENCE OF MEMBERSHIP**

A certificate of membership in the Association may be issued to Members in such form as the Board may determine. Failure to issue such a certificate shall not affect the rights of a Member.

**ARTICLE VII**  
**ASSOCIATION PURPOSES AND POWERS**

Section 1. The Association has been organized to accept and hold title to the Common Properties within the development which will be conveyed and transferred to it from time to time by Developer in accordance with the Declaration; to maintain and administer the Common Properties as provided by the Declaration; to administer and enforce the Covenants and

Restrictions as set forth in the Declaration; and to collect and disburse the assessments and charges as provided in the Declaration.

Section 2. Subject to the provisions of the Declaration, and to the extent provided by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes.

Section 3. Assessments may be made only by the Association, provided, that no assessments shall be made in any event until the provisions of Article X of the Declaration of Covenants, Conditions and Restrictions have been complied with. The Board of Directors of the Association, by resolution adopted in the manner provided in these By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed 10% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in these By-Laws of the Association, or as otherwise provided in the Declaration.

Section 4. The Association may exercise any powers conferred upon it by law subject to any limitation or restriction imposed in its Articles of Incorporation, or by the Declaration.

#### **ARTICLE VIII BOARD OF DIRECTORS**

The affairs of the corporation shall be managed by a Board of Directors who need not be Members of the corporation only so long as the Developer shall have the right to appoint or elect any Director. The Board shall be three (3) members initially appointed by the Developer, and thereafter elected or appointed by the membership as provided in the Declaration. The initial Directors shall be the persons named in the Articles of Incorporation. Each initial Director shall hold his office for an initial three-year term, and until his successors shall have been elected and

qualified. Therefore, the Directors shall be elected at the annual meeting of the Association, for a term of two years, and until their respective successors are elected and qualified.

**ARTICLE IX**  
**ELECTION OF BOARD MEMBERS**

Section 1. Subject to the provisions of Article VIII of the Declaration with regard to Developer appointment of Directors, election to the Board shall be by written ballot as hereinafter provided. Nomination and election of Directors shall be by a majority of those qualified and casting votes at a meeting expressly called for such purpose of the membership. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest number of votes shall be declared elected.

Section 2. Nominations for election to the Board may be made by a Nominating Committee, which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman who shall be a member of the Board and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Article IX, Section 5 hereof, and shall be made in advance of the time fixed in Article IX, Section 5 for the mailing of such ballots to Members.

Section 5. All elections of the Board shall be made on written ballot which shall:

- (a) Describe the vacancies to be filled;
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) Contain a space for a write-in vote by the Members for each vacancy.

Such ballots shall be prepared and mailed by the secretary to the Members at least thirty (30) and not more than forty (40) days in advance of the date set forth therein for return ballots (which shall be a date not later than the day before the annual or special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Article IX, Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary at the address stated in the ballot transmittal.

Section 7. Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of three (3) Members appointed to the Board. The Election Committee shall then adopt a procedure which shall:

- (a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member by his proxy identified or the outside envelope containing them;
- (b) That the signature of the Member or his proxy on the outside envelope is genuine; and
- (c) If the vote is by proxy that a proxy has been filed with the secretary as provided herein and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

#### **ARTICLE X POWERS AND DUTIES OF THE BOARD**

Section 1. The Board shall have power:

- (a) To call special meetings of Members whenever it deems necessary and shall call a meeting at any time upon written request of one-fourth (1/4) of the membership.
- (b) To appoint and remove at pleasure all officers, agents or employees of the Association, prescribe their duties, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever. All officers or directors shall serve

- without compensation except that actual out-of-pocket expenses may be reimbursed.
- (c) To establish, levy, assess and collect the assessments or charges referred to in Article X of the Declaration.
  - (d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon, except that such power shall be strictly limited to those matters where rules and regulations are specifically authorized in the Declaration.
  - (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those, if any, reserved to the Members in the Declaration or in the Articles of Incorporation.
  - (f) In the event that any Member of the Board shall be absent from three (3) consecutive regular meetings, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or, at any special meeting, when requested by the Members.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

- (c) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.
- (d) To make annual assessments against the Members and to collect the same and create and enforce liens with respect thereto as provided in the Declaration.

The Amount of the assessment for each year and the time for payment thereof shall be fixed by resolution of the Board and sent to each Member with the notice of annual meeting of Members for such year.

- (e) The Board may increase the amount of the annual assessment for any year (after) in an amount greater than 10% of the amount of the assessment for the preceding year upon approval by vote of Members at the annual meeting of Members of a majority of the Members present and voting at said meeting, in person or by proxy, in the following manner: Prior to any such annual meeting the Board shall adopt a budget for such year to be presented for approval by Members at such meeting, which budget as adopted shall be sent to the Members with a notice of such meeting. If such budget is approved by the Members, the Board may levy an assessment for such year in an amount sufficient to meet the provisions of such budget.

#### **ARTICLE XI DIRECTORS' MEETINGS**

Section 1. Commencing with the year 2004, a regular meeting of the Board shall be held immediately following the annual meeting of Members for the purpose of electing officers and transacting any further business.

Section 2. Special meetings of the Board shall be held when called by the President or any two Directors upon not less than three (3) days' notice setting forth the business to be transacted at the meeting.

Section 3. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present; or, if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. A majority of the Board shall constitute a quorum.

Section 5. Any action required by law or these By-Laws to be or which may be taken at a meeting of the Members or Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members or Directors, as the case may be, entitled to vote with respect to the subject matter.

#### ARTICLE XII OFFICERS

Section 1. The officers shall be a president, a vice president, a secretary/treasurer. The president and vice president shall be members of the Board.

Section 2. Officers shall be chosen by a majority vote of the Board.

Section 3. All officers shall hold office at the pleasure of the Board.

Section 4. The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written documents.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary/treasurer shall be ex officio the secretary of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with addresses as registered by such Members.

Section 7. The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. By resolution the Board shall designate the officer or officers who may sign checks on behalf of the Association.

Section 8. The secretary/treasurer shall, keep proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual balance sheet statement for consideration by the Board.

**ARTICLE XIII  
COMMITTEES**

Section 1. The standing Committees of the Association shall be the Nominations Committee and an Audit Committee. When the Developer tenders assignment to the Association of the functions of the Architectural Review Committee established pursuant to the Declaration, the Association shall consider the Architectural Review Committee as a standing Committee.

Unless otherwise provided herein, each Committee shall consist of a chairman and two (2) or more Members, and shall include a Member of the Board for Board contact. The Committees shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board may appoint such other Committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Section IX hereof.

Section 3. When the Architectural Review Committee shall have been created, its duties and functions shall be the same as those of the Architectural Review Committee as established in the Declaration.

Section 4. The Audit Committee shall supervise the annual audit of the Association's books and prepare and present to the Board the Association's annual budget. The treasurer shall be an ex officio Member of the Audit Committee.

Section 5. With the exception of the Nominations Committee and the Architectural Review Committee each Committee shall have power to appoint a subcommittee and to delegate thereto any of its powers and duties.

Section 6. It shall be the duty of each Committee to receive complaints from Members of any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee, Director or Officer of the Association as is further concerned with the matter presented.

**ARTICLE XIV  
MEETINGS OF MEMBERS**

Section 1. A regular annual meeting of Members shall be held on the first Monday in April in each year after the incorporation of the Association, for the purpose of electing Directors and taking action with respect to any other business noticed for the meeting.

Section 2. Special meetings of Members for any purpose may be called at any time by the president, vice president, secretary or treasurer, or by any two (2) Members of the Board, or upon written request of one-fourth (1/4) of total Members.

Section 3. Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article IX herein or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, in person or by proxy, 51% of the votes of Members entitled to vote shall constitute a quorum for any action governed by these By-Laws, except as otherwise may be required by the Articles of Declaration, or applicable law.

**ARTICLE XV  
PROXIES**

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months from date thereof, and every proxy shall automatically cease upon sale by the Member of his Lot which obligates his membership.

**ARTICLE XVI  
LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS**

Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors or Officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the owners or the Association, or arising out of their status as Directors or Officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, in which any such director or officer may be involved by virtue of being or having been such Director or Officer, provided, however, that such indemnity shall not be operative with respect to any acts or

omissions as to which such person is adjudged to be guilty of gross negligence or fraud in the performance of his duties as such Director or Officer.

**ARTICLE XVII  
BOOKS AND PAPERS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

**ARTICLE XIX  
AMENDMENTS**

These By-Laws may be amended at regular or special meeting of the Board, except as otherwise may be provided in the Articles of Incorporation, except that no such amendment shall be made which would conflict with the provisions of the Declaration.

**EXHIBIT "D"**

**COMMON PROPERTIES MAINTENANCE AGREEMENT**

**COMMON PROPERTIES MAINTENANCE  
AGREEMENT**

AGREEMENT made between WINDSONG LLC. (the "Developer") and the WINDSONG ESTATES HOMEOWNERS' ASSOCIATION, an Illinois not for profit corporation (the "Association"):

**ARTICLE I  
RECITALS**

Section 1. The Developer owns approximately 43.505 acres, more or less, of land located in East Peoria, Tazewell County, Illinois, and proposes to develop said property as a private planned residential community with land uses as generally described in the General Plan of Development.

Section 2. A Declaration of Covenants, Conditions and Restrictions (the "Declaration") with respect to the Properties in the Project provides that Developer will construct and create certain stormwater detention facilities and other amenities and that Developer will convey and transfer the same as Common Properties to be held for the benefit of the members of the Association which Developer has caused to be created as a nonprofit corporation under the laws of Illinois for the purpose.

Section 3. The purpose of this Agreement is to define Developer's obligations with respect to the construction, creation and transfer of the Common Properties to the Association.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE II  
OPEN AREAS**

Section 1. Developer has caused to be recorded with the Recorder of Deeds, Tazewell County, Illinois, a plat of subdivision. Said plat has designated thereon certain roads, retention areas and other land which Developer intends to convey to the Association as Common Properties.

Section 2. Developer agrees to transfer to the Association by appropriate instrument, free and clear of encumbrances, the areas designated as common properties, open space, detention and retention areas on the plat of subdivision, and the Association agrees to accept such transfer and to hold and maintain such lands and areas as Common Properties for the benefit of its members in accordance with the provisions of the Declaration.

Section 3. It is understood that, as set forth in the Declaration, the Developer reserves and will reserve, for itself, its successors, and assigns certain rights with respect to the Common Properties and that the Association will accept such Properties subject to such reserved rights.

**ARTICLE III  
DEVELOPER'S OBLIGATION TO MANAGE AND MAINTAIN  
COMMON PROPERTIES**

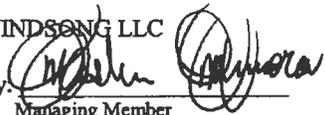
Section 1. Until June 30, 2007, or three (3) years after recordation of the Final Plat of Subdivision, whichever period shall be greater, Developer agrees to supervise, manage and maintain in a good sightly and workmanlike manner the Common Properties which it transfers to the Association from time to time. The services required for such purposes, as Developer in its

sole discretion shall determine, shall be provided by Developer at its expense, and may be performed either by Developer or independent contractors selected by Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER DEVELOPER:

WINDSONG LLC

By:  \_\_\_\_\_

Managing Member

WINDSONG ESTATES HOMEOWNER'S  
ASSOCIATION, an Illinois not-for-profit  
corporation

By:  \_\_\_\_\_

President

ATTEST:

Secretary

**EXHIBIT "E"**

**ARCHITECTURAL GUIDELINES AND BUILDING REQUIREMENTS  
FOR WINDSONG ESTATES HOMEOWNERS' ASSOCIATION**

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**ARCHITECTURAL GUIDELINES & BUILDING REQUIREMENTS  
IN WINDSONG ESTATES**

**PURPOSE**

To achieve Developer's objectives, the Developer has created an Architectural Review Committee (the "Committee") with power to administer the general purposes expressed in the Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to maintain architectural integrity and consistency, preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements and construction are of high quality and comparable to other improvements in the area.

**BACKGROUND**

Windsong Estates is a carefully planned residential community, which has been professionally planned to offer residents a pleasant and relaxing environment in which to live. Included within the community are areas dedicated permanently as open space. Great care has been taken in planning and locating the open areas in order that they might be readily accessible, functional and provide, where possible, visible amenities for residents.

**THE ROLE OF ARCHITECTURE**

In the initial planning of Windsong Estates, the subject of architecture received thoughtful consideration. It was recognized that the community would be built over a period of time by one builder, with the possibility of a few selected custom homes to be built by other builders. It was further recognized that the setting is in a country atmosphere and that some variety may exist in the features of individual homesites. A decision was therefore made that some specific style of architecture would be chosen as the standard for Windsong Estates. Additionally, it was felt that some flexibility should be retained and that personal taste and the individual site should contribute to the architecture.

## ARCHITECTURAL REVIEW

In order to protect and enhance property values in Windsong Estates, certain standards and requirements have been established with respect to building activity. A Declaration of Covenants, Conditions and Restrictions was recorded which contains a section specifying that all plans for new construction or subsequent alterations must be submitted and approved prior to the application for a building permit. The review and approval of these plans is the responsibility of the Architectural Review Committee appointed by the Board of Directors of the Homeowners' Association.

## ARCHITECTURAL REVIEW COMMITTEE PROCEDURE

In order to discharge their responsibilities, the Committee requires that you submit, in advance of building, three (3) copies of your plans for review and approval. The house plans should be at scale and include floor plans as well as elevation drawings of all exterior sides. A complete description of all exterior surfaces specifying material, texture, and color shall be indicated on the drawings. Fences, screens and walls (discussed in a later section) must also be depicted on the drawings and described in detail. A recap of the total number of square feet of livable interior heated/air conditioned floor space should also be shown.

Also required is a detailed site plan and landscaping plan as well as brick and roof samples. This site plan must show the position of all proposed structures, including the residence, walls, fences, etc. It should also show the location of easements, the proposed location of driveway and parking areas, and indicate any trees with a diameter at the base of four (4") inches or greater which are proposed to be removed.

The Committee has a period of 90 days in which to review and take action on plans. Every effort will be made to expedite the review process in a shorter period of time. Plans and material samples shall be delivered to Estie Israel, 116 Springhaven Drive, Washington, Illinois 61571 or her designated successor or agent.

Within thirty (30) days of receipt of the plans, the Committee will make an on-site meeting. Those in attendance should be the owner, architect, builder and Architectural Review Committee designate. The purpose of the meeting is to:

1. Review the site plan.
2. Review submitted plans for compliance with overall architectural guidelines.

Upon approval, the Architectural Review Committee will submit a written confirmation to you indicating its approval with the appropriate stamp of approval recorded on the plan. In the event your plans are not initially approved, you may submit revisions at no additional charge. Written approval by the Committee is required in order to obtain a building permit from the City of East Peoria.

Inspections may be made periodically by someone designated by the Committee as work progresses. These procedures are not designed to substitute for inspections by you, your architect, or others. They are designed to insure compliance with approvals granted by the Committee for the mutual protection of all.

#### ARCHITECTURAL CRITERIA

The criteria as outlined below reflect the exterior architectural elements which should be considered in the design and positioning of your home on the homesite. The Architectural Review Committee uses these general guidelines in the plan review process.

1. Size of Home

The Declaration of Covenants, Conditions and Restrictions ("Declaration") specifies that one-story homes must have a minimum enclosed ground floor living area of at least 1,100 square feet. Multi-story homes must have a minimum living area of 2,200 square feet in total. Minimum living area is defined as those areas that are heated and/or air conditioned, excluding in all events garages, basements, patios, decks and breezeways.

Rooms lower than grade level are not considered living area. All homes must have a basement covering an equal amount of the ground level area, excluding garage, subject to the provisions of Article V, Section 5.2 of the Declaration. No slab foundations are permitted.

## 2. Styling

As previously indicated, no one architectural style has been specified for Windsong Estates. However, care should be exercised in style selection so that it will blend with the setting and with the surrounding environment, including neighboring homes. Traditional and contemporary styles are considered quite appropriate. In all cases, care should be taken in following through on detailing to achieve authenticity.

## 3. Exterior Siding Materials and Colors

The choice of exterior material and color is extremely important. The house style will, in most instances, dictate the appropriate range of material and color. Within the acceptable ranges will be sufficient latitude for personal preferences. Care should be taken to avoid the use of an excessive number of different materials (giving a cluttered feeling) and materials or colors with highly reflective characteristics. At least sixty (60%) percent of the front elevation must be brick or stone. Wood, aluminum, vinyl and synthetic stucco or similar materials shall be permitted exteriors, but in no case more than thirty (30%) percent of the exterior, provided that such materials are of suitable quality, grade, and coloration so as to conform and harmonize with other improvements in the Subdivision.

Some settings in Windsong Estates may lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and permits the outside to become an integral part of the home. On some homes, shutters may add considerably to the overall appearance. Care should be taken to see that shutters are sized to fit window openings and mounted so as to give a functional appearance.

4.     Roofscape

One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design, as well as to the color and texture of the roofing material. Roofs with a significant pitch are normally most desirable. Flat roofs are to be avoided. All residences must have a minimum roof pitch of 7/12.

5.     Garages

The garages should be designed as an integral part of the house. All garages must be attached to the residences, and must be constructed at the same time as the residence dwelling. The garage must accommodate at least one (1) automobile, but not more than three (3) automobiles. Garage doors should be of the overhead type and garages should be side loaded, if feasible.

6.     Driveways

All Driveways must have a permanent hard surface. Concrete, asphalt or brick are acceptable. Gravel Driveways are not permitted. Driveways must be fully complete within one (1) year from the start of construction (weather permitting) or six months from the date of occupancy, whichever is later, and shall not be more than twenty (20) feet in width at the street, and no less than sixteen (16) feet in width unless required to construct a front loaded garage.

7.     Fences and Screens

No fences shall be erected without prior approval by the Committee. Stockade, chain-link, and wire fences are not permitted. No fencing shall be taller than six (6) feet in height. See also Article V, Section 22 of the Declaration.

8. Landscaping

Proper landscaping adds the finish touch to your home. See Article V, Section 19 of the Declaration of Covenants. You will be responsible for planting any trees required by the Declaration or the Annexation Agreement, including parkway trees. We recommend that you obtain advice from a landscape architect or experienced landscaper and have a master planting plan prepared and subsequently submitted to the Committee. This will serve as a guideline for initial as well as subsequent landscaping.

No trees may be planted that violate existing City Subdivision Regulations.

Mulch, such as paygro, peat moss, or bark is a good investment to supplement plantings.

Grounds lighting fixtures should be carefully selected for compatibility. Such lighting should be subdued so as not to be objectionable to adjacent property owners.

OTHER MATTERS

1. Elevation

The top elevation of the foundation is a decision which should be carefully evaluated by experienced personnel. The topographic characteristics of the homesite, elevation levels of neighboring homes, and the level of the crown of the street in front of the house are all factors which should be considered. The objective is to achieve positive drainage, display the home to maximum benefit, capture the best views from the interior and take advantage of any opportunities for effectively utilizing basement areas. In some instances it may be desirable to place additional fill dirt on the site to achieve these objectives. A designated member of the committee will meet on site with the owner and builder to consult on this matter.

2. Permits

Before construction begins, it will be necessary to obtain permits from City of East Peoria, and other governmental authorities. No permits can be obtained unless you have first obtained the written approval of the Architectural Review Committee. It also will be necessary to make appropriate arrangements for connection of various utilities. These tasks are most frequently handled by your builder who is acquainted with the requirements. We recommend that you reach an understanding on this matter before signing a contract with your builder.

3. Maintenance of Construction Site

The general contractor is ordinarily responsible for seeing that the construction site is continually maintained in a clear condition. However, owners are equally responsible under City Ordinances for such maintenance. We fully recognize the problems inherent in policing the clean-up of construction waste and its ultimate disposal. However, if the proper attention is regularly given to this matter, we will avoid the problems of unsightly conditions and refuse blowing on to other properties in the residential area.

4. Signage

The general contractor may erect one (1) sign with his name (and the owner's name, if desired) in accordance with City ordinances. This sign must be removed immediately after completion of construction. See Article V, Section 13

5. Protection of Trees

No trees should be removed if at all possible, and cannot be removed until you have received a building permit from the City. Great care should be taken on wooded lots to protect existing trees.

6. Employee Parking

Contractors' employees should park on the construction site whenever possible. If it is necessary to park on roadways, please request that all vehicles be parked on the lane nearest the lot in a single line so as not to obstruct traffic for property owners and cause any damage to the shoulders and ditches. Avoid parking on the seeded shoulders, particularly during periods when ground conditions are wet. Any damage caused must be replaced by the general contractor or subcontractor and be restored to the original condition.

7. Plan Alteration

The Committee realizes that during construction it may be advantageous to make minor adjustments to approved plans; however, before any changes are made, it is the responsibility of the property owner to present any alterations to the Architectural Review Committee for approval.

8. Guidelines Incorporated in Covenants

It is intended that these Architectural Guidelines be incorporated in the Declaration of Covenants, Conditions and Restrictions as if fully set forth. In the event of any conflict between the Declaration and these Guidelines, the provisions of the Declaration shall control.

**SUMMARY OF POINTS FOR CONSIDERATION**

I The concept of architectural control and review is designed to benefit the owner and his neighbors by helping to protect and enhance property values.

II The function of the Committee is one of control, yet an important part of its objective is to be as helpful to you as possible.

III Feel free to discuss the contents of this pamphlet with the Committee at any time, preferably in advance of final decisions on your part if any questions exist.

IV You will be rewarded with future satisfaction by paying careful attention to details in the initial planning of your home.

V Reserve adequate funds in your budget to appropriately landscape the house.

200400020763  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
08-03-2004 At 11:14 am.  
DECL REST 21.00

Please return to:  
// Thomas E. Davies, P.C.  
403 N. Main Street  
Morton, Illinois 61550

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**RATIFICATION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**WINDSONG ESTATES, EAST PEORIA, ILLINOIS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Windsong Estates, East Peoria, Illinois have previously been recorded on July 20, 2004 as Document No. 200400019382;

**WHEREAS**, on said Declaration the reference to the owner/developer was incorrectly referred to;

**WHEREAS**, the owner/developer desires to re adopt and ratify the Declaration of Covenants, Conditions and Restrictions for Windsong Estates;

**WHEREAS**, the owner/developer has executed a new signature page;

**NOW THEREFORE**, the owner/developer does hereby ratify and approve the Declaration of Covenants, Conditions and Restrictions for Windsong Estates, East Peoria, Illinois as previously recorded and said Covenants, Conditions and Restrictions shall apply to the property set forth in Exhibit A, which is attached hereto and made a part hereof.

---

OWNER/DEVELOPER:

WINDSONG LLC

By: The 1995 Menora Family Limited  
Partnership  
its Manager

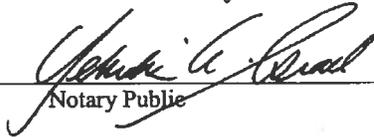
By:   
Moshe Menora  
its General Partner

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Moshe Menora, the General Partner of The 1995 Menora Family Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and having been first duly sworn on oath, signed the above and foregoing instrument, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as such General Partner, and as the free and voluntary act of Windsong LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of July, 2004,  
2004.



  
Notary Public

sole discretion shall determine, shall be provided by Developer at its expense, and may be performed either by Developer or independent contractors selected by Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER DEVELOPER:

WINDSONG LLC

By: The 1995 Menora Family Limited Partnership  
its Manager

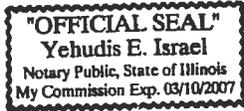
By:   
Moshe Menora  
its General Partner

ATTEST:

Secretary

WINDSONG ESTATES HOMEOWNER'S  
ASSOCIATION, an Illinois not-for-profit  
corporation

By:   
President



**EXHIBIT A**  
**TO THE DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

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41	02-02-18-402-010	205 Windsong Dr.	WE74
42	02-02-18-402-011	203 Windsong Dr.	WE75
43	02-02-18-402-012	201 Windsong Dr.	WE76
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45	02-02-18-403-002	305 Silver Creek Dr.	WE86
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50	02-02-18-403-007	106 Sable Ln.	WE83
51	02-02-18-403-008	301 Savannah Ln.	WE90

52	02-02-18-403-009	104 Sable Ln.	WE82
53	02-02-18-403-010	102 Sable Ln.	WE81
54	02-02-18-403-011	Savanna Ln.	
55	02-02-18-403-012	100 Sable Ln.	WE80
56	02-02-18-403-013	208 Windsong Dr.	WE79
57	02-02-18-403-014	204 Windsong Dr.	WE78
58	02-02-18-403-015	201 Savanna Ln.	WE77
59	02-02-18-404-001	304 Savanna Ln.	WE38
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94	02-02-18-406-007	105 Windsong Dr.	WE03
95	02-02-18-406-008	103 Windsong Dr.	WE02
96	02-02-18-407-001	206 Skylark Ln.	WE44
97	02-02-18-407-002	204 Skylark Ln.	WE43
98	02-02-18-407-003	202 Skylark Ln.	WE42
99	02-02-18-407-004	200 Skylark Ln.	WE41
100	02-02-18-407-005	102 Skylark Ln.	WE40
101	02-02-18-407-006	100 Skylark Ln.	WE39



200800023533  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
10-31-2008 At 03:12 pm.  
AND RESTR 37.75  
RHSP Surcharge 10.00

This Document Prepared by:  
Thomas E. Davies, P.C.  
403 North Main Street  
Morton, Illinois 61550  
(309) 266-6211

Please Return to:  
Thomas E. Davies, P.C.  
403 North Main Street  
Morton, Illinois 61550

Chicago Title

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WINDSONG ESTATES**

NOW COMES WINDSONG LLC and states as follows:

1. It is the Developer of property commonly known as Windsong Estates, East Peoria, Illinois as more particularly set forth in Exhibit A.
2. That it has not sold more than seventy percent of its interest in the lots and therefore pursuant to the original declaration has the right to modify the restrictions.
3. The Developer hereby removes from the Declaration of Covenants, Conditions and Restrictions of Windsong Estates the public park as designated on the amended plat of Windsong Estates subdivision part of the Southeast Quarter of Section 18, Township 26 North, Range 3 West of the Third Principal Meridian, as shown on Plat recorded in Plat Book "AAA", page 33, Tazewell County, Illinois.

IN TESTIMONY WHEREOF, the said WINDSONG, LLC, hath hereunto caused these presents to be signed by its President and attested by its Secretary this 3rd day of October, 2008.

**WINDSONG, LLC**

By   
1995 Menard Family Limited Partnership.

Its Manager, Moshe Menora, General

Partner

STATE OF ILLINOIS )  
                          *Cook* )  
COUNTY OF ~~TAZEWELL~~ ) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that 1995 Menora Family Limited Partnership, personally known to me to be the Manager of WINDSONG, LLC, by Moshe Menora, its General Partner, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Partner he signed, sealed, and delivered the said instrument as General Partner of said Corporation, pursuant to authority given by all members of said Corporation, as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 3rd day of October, 2008.

*Sharon Lee Leahy*  
Notary Public



**EXHIBIT A  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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THOMAS E. DAVIES, PC.  
403 NORTH MAIN STREET  
MORTON, IL 61550  
309-266-6211

200900011630  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
05-22-2009 At 10:24 am.  
AMD RESTR 36.75  
RHSP Surcharge 10.00

**RETURN DOCUMENT TO:**

// Attorney Thomas E. Davies  
THOMAS E. DAVIES, PC.  
403 NORTH MAIN STREET  
MORTON, IL 61550

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
WINDSONG ESTATES, EAST PEORIA, ILLINOIS**

WHEREAS, WINDSONG, LLC, the Owner/Developer of Windsong Estates, desires to amend the Declaration of Covenants, Conditions and Restrictions as originally recorded on July 20, 2004 as Document No. 200400019382 as ratified by Document recorded on August 3, 2004 as Document No. 200400020763.

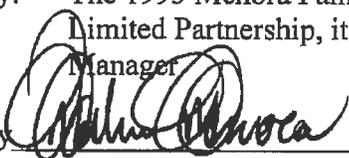
NOW, THEREFORE, BE IT DECLARED AS FOLLOWS:

- 1. That the minimum square footage on the first floor of all two story homes is amended to be 800 square feet, effective immediately.

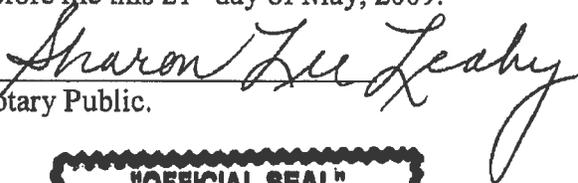
Dated this 21<sup>st</sup> day of May, 2009.

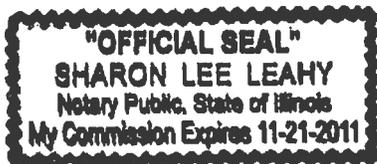
WINDSONG LLC

By: The 1995 Menora Family  
Limited Partnership, its  
Manager

By:   
Moshe Menora  
its General Partner

SUBSCRIBED AND SWORN TO  
Before me this 21<sup>st</sup> day of May, 2009.

  
Notary Public.



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28	02-02-18-401-017	106 Scarlet Ct.	WE48
29	02-02-18-401-018	104 Scarlet Ct.	WE47
30	02-02-18-401-019	102 Scarlet Ct.	WE46
31	02-02-18-401-020	100 Scarlet Ct.	WE45
32	02-02-18-402-001	111 Sable Ln.	WE65
33	02-02-18-402-002	109 Sable Ln.	WE66
34	02-02-18-402-003	107 Sable Ln.	WE67
35	02-02-18-402-004	105 Sable Ln.	WE68
36	02-02-18-402-005	103 Sable Ln.	WE69
37	02-02-18-402-006	101 Sable Ln.	WE70
38	02-02-18-402-007	211 Windsong Dr.	WE71
39	02-02-18-402-008	209 Windsong Dr.	WE72
40	02-02-18-402-009	207 Windsong Dr.	WE73
41	02-02-18-402-010	205 Windsong Dr.	WE74
42	02-02-18-402-011	203 Windsong Dr.	WE75
43	02-02-18-402-012	201 Windsong Dr.	WE76
44	02-02-18-403-001	110 Sable Ln.	WE85
45	02-02-18-403-002	305 Silver Creek Dr.	WE86
46	02-02-18-403-003	303 Silver Creek Dr.	WE87
47	02-02-18-403-004	301 Silver Creek Dr.	WE88
48	02-02-18-403-005	108 Sable Ln.	WE84
49	02-02-18-403-006	303 Savannah Ln.	WE89
50	02-02-18-403-007	106 Sable Ln.	WE83
51	02-02-18-403-008	301 Savannah Ln.	WE90
52	02-02-18-403-009	104 Sable Ln.	WE82

53	02-02-18-403-010	102 Sable Ln.	WE81
54	02-02-18-403-011	Savanna Ln.	
55	02-02-18-403-012	100 Sable Ln.	WE80
56	02-02-18-403-013	208 Windsong Dr.	WE79
57	02-02-18-403-014	204 Windsong Dr.	WE78
58	02-02-18-403-015	201 Savanna Ln.	WE77
59	02-02-18-404-001	304 Savanna Ln.	WE38
60	02-02-18-404-002	207 Silver Creek Dr.	WE37
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62	02-02-18-404-004	203 Silver Creek Dr.	WE35
63	02-02-18-404-005	201 Silver Creek Dr.	WE34
64	02-02-18-404-006	103 Silver Creek Dr.	WE33
65	02-02-18-404-007	205 Skylark Ln.	WE32
66	02-02-18-404-008	203 Skylark Ln.	WE31
67	02-02-18-404-009	201 Skylark Ln.	WE30
68	02-02-18-404-010	112 Shannon Hills Dr.	WE24
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70	02-02-18-404-012	108 Shannon Hills Dr.	WE26
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72	02-02-18-404-014	104 Shannon Hills Dr.	WE28
73	02-02-18-404-015	102 Shannon Hills Dr.	WE29
74	02-02-18-405-001	113 Shannon Hills Dr.	WE23
75	02-02-18-405-002	111 Shannon Hills Dr.	WE22
76	02-02-18-405-003	109 Shannon Hills Dr.	WE21
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78	02-02-18-405-005	105 Shannon Hills Dr.	WE19
79	02-02-18-405-006	103 Shannon Hills Dr.	WE18
80	02-02-18-405-007	101 Shannon Hills Dr.	WE17

81	02-02-18-405-008	200 Savannah Ln.	WE10
82	02-02-18-405-009	114 Windsong Dr.	WE11
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86	02-02-18-405-013	106 Windsong Dr.	WE15
87	02-02-18-405-014	104 Windsong Dr.	WE16
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91	02-02-18-406-004	111 Windsong Dr.	WE06
92	02-02-18-406-005	109 Windsong Dr.	WE05
93	02-02-18-406-006	107 Windsong Dr.	WE04
94	02-02-18-406-007	105 Windsong Dr.	WE03
95	02-02-18-406-008	103 Windsong Dr.	WE02
96	02-02-18-407-001	206 Skylark Ln.	WE44
97	02-02-18-407-002	204 Skylark Ln.	WE43
98	02-02-18-407-003	202 Skylark Ln.	WE42
99	02-02-18-407-004	200 Skylark Ln.	WE41
100	02-02-18-407-005	102 Skylark Ln.	WE40
101	02-02-18-407-006	100 Skylark Ln.	WE39



201000019454  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ, COUNTY RECORDER  
10-07-2010 At 11:01 a.m.  
AMD RESTR 36.75  
RHSP Surcharge 10.00

**DOCUMENT PREPARED BY:**  
Attorney Thomas E. Davies  
THOMAS E. DAVIES, PC.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407  
309-266-6211

**RETURN DOCUMENT TO:**  
Attorney Thomas E. Davies  
THOMAS E. DAVIES, PC.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407

*Davies*

=====

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WINDSONG ESTATES, EAST PEORIA, ILLINOIS**

Now comes, ESTHER ISRAEL, Manager of Windsong, LLC, and hereby declares as follows:

1. That the Manager of Windsong, LLC is Esther Israel, at 4055 W. Main St., Skokie, IL 60076.
2. That all requests to the Architectural Committee shall be sent to Esther Israel at the above address.

Dated this 28<sup>th</sup> day of October, 2010.

WINDSONG LLC  
By *Esther Israel*  
Esther Israel, Manager

**EXHIBIT A**  
**TO THE DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS**

Lots 1-101 in Windsong Estates.

	Property #	Address	Lot #
1	02-02-17-313-006	132 Spring Haven Dr.	WD01
2	02-02-17-313-007	128 Spring Haven Dr.	WD02
3	02-02-17-313-008	124 Spring Haven Dr.	WD03
4	02-02-17-313-009	120 Spring Haven Dr.	WD04
5	02-02-17-313-010	116 Spring Haven Dr.	WD05
6	02-02-17-313-011	112 Spring Haven Dr.	WD06
7	02-02-17-313-012	108 Spring Haven Dr.	WD07
8	02-02-17-313-013	104 Spring Haven Dr.	WD08
9	02-02-17-313-014	100 Spring Haven Dr.	WD09
10	02-02-18-200-003	IL RTE 24	
11	02-02-18-400-004	2283 Centennial Dr.	
12	02-02-18-401-001	402 Silver Creek Dr.	WE64
13	02-02-18-401-002	400 Silver Creek Dr.	WE63
14	02-02-18-401-003	308 Silver Creek Dr.	WE62
15	02-02-18-401-004	306 Silver Creek Dr.	WE61
16	02-02-18-401-005	304 Silver Creek Dr.	WE60
17	02-02-18-401-006	302 Silver Creek Dr.	WE59
18	02-02-18-401-007	300 Silver Creek Dr.	WE58
19	02-02-18-401-008	210 Silver Creek Dr.	WE57
20	02-02-18-401-009	208 Silver Creek Dr.	WE56
21	02-02-18-401-010	206 Silver Creek Dr.	WE55
22	02-02-18-401-011	204 Silver Creek Dr.	WE54
23	02-02-18-401-012	202 Silver Creek Dr.	WE53
24	02-02-18-401-013	101 Scarlet Ct.	WE52

25	02-02-18-401-014	103 Scarlet Ct.	WE51
26	02-02-18-401-015	105 Scarlet Ct.	WE50
27	02-02-18-401-016	107 Scarlet Ct.	WE49
28	02-02-18-401-017	106 Scarlet Ct.	WE48
29	02-02-18-401-018	104 Scarlet Ct.	WE47
30	02-02-18-401-019	102 Scarlet Ct.	WE46
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32	02-02-18-402-001	111 Sable Ln.	WE65
33	02-02-18-402-002	109 Sable Ln.	WE66
34	02-02-18-402-003	107 Sable Ln.	WE67
35	02-02-18-402-004	105 Sable Ln.	WE68
36	02-02-18-402-005	103 Sable Ln.	WE69
37	02-02-18-402-006	101 Sable Ln.	WE70
38	02-02-18-402-007	211 Windsong Dr.	WE71
39	02-02-18-402-008	209 Windsong Dr.	WE72
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41	02-02-18-402-010	205 Windsong Dr.	WE74
42	02-02-18-402-011	203 Windsong Dr.	WE75
43	02-02-18-402-012	201 Windsong Dr.	WE76
44	02-02-18-403-001	110 Sable Ln.	WE85
45	02-02-18-403-002	305 Silver Creek Dr.	WE86
46	02-02-18-403-003	303 Silver Creek Dr.	WE87
47	02-02-18-403-004	301 Silver Creek Dr.	WE88
48	02-02-18-403-005	108 Sable Ln.	WE84
49	02-02-18-403-006	303 Savannah Ln.	WE89
50	02-02-18-403-007	106 Sable Ln.	WE83
51	02-02-18-403-008	301 Savannah Ln.	WE90
52	02-02-18-403-009	104 Sable Ln.	WE82

53	02-02-18-403-010	102 Sable Ln.	WE81
54	02-02-18-403-011	Savanna Ln.	
55	02-02-18-403-012	100 Sable Ln.	WE80
56	02-02-18-403-013	208 Windsong Dr.	WE79
57	02-02-18-403-014	204 Windsong Dr.	WE78
58	02-02-18-403-015	201 Savanna Ln.	WE77
59	02-02-18-404-001	304 Savanna Ln.	WE38
60	02-02-18-404-002	207 Silver Creek Dr.	WE37
61	02-02-18-404-003	205 Silver Creek Dr.	WE36
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63	02-02-18-404-005	201 Silver Creek Dr.	WE34
64	02-02-18-404-006	103 Silver Creek Dr.	WE33
65	02-02-18-404-007	205 Skylark Ln.	WE32
66	02-02-18-404-008	203 Skylark Ln.	WE31
67	02-02-18-404-009	201 Skylark Ln.	WE30
68	02-02-18-404-010	112 Shannon Hills Dr.	WE24
69	02-02-18-404-011	110 Shannon Hills Dr.	WE25
70	02-02-18-404-012	108 Shannon Hills Dr.	WE26
71	02-02-18-404-013	106 Shannon Hills Dr.	WE27
72	02-02-18-404-014	104 Shannon Hills Dr.	WE28
73	02-02-18-404-015	102 Shannon Hills Dr.	WE29
74	02-02-18-405-001	113 Shannon Hills Dr.	WE23
75	02-02-18-405-002	111 Shannon Hills Dr.	WE22
76	02-02-18-405-003	109 Shannon Hills Dr.	WE21
77	02-02-18-405-004	107 Shannon Hills Dr.	WE20
78	02-02-18-405-005	105 Shannon Hills Dr.	WE19
79	02-02-18-405-006	103 Shannon Hills Dr.	WE18
80	02-02-18-405-007	101 Shannon Hills Dr.	WE17

81	02-02-18-405-008	200 Savannah Ln.	WE10
82	02-02-18-405-009	114 Windsong Dr.	WE11
83	02-02-18-405-010	112 Windsong Dr.	WE12
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100	02-02-18-407-005	102 Skylark Ln.	WE40
101	02-02-18-407-006	100 Skylark Ln.	WE39



**RETURN DOCUMENT TO:**

Attorney Thomas E. Davies  
THOMAS E. DAVIES, PC.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407

Davies

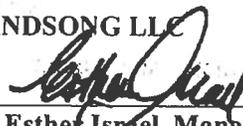
**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WINDSONG ESTATES, EAST PEORIA, ILLINOIS DATED JULY 20, 2004, AS AMENDED**

Now comes, Windsong, LLC, and hereby states as follows:

1. It is the developer of Windsong Estates.
2. It has not sold 70% of the lots in Windsong Estates and has authority to amend the Restrictions previously filed and does so as follows:
  - A. The Architectural Committee is formally constituted immediately and the members are:
 

Jami Coyle, 4055 W. Main St., Skokie, IL 60076  
Esther Israel, 4055 W. Main St., Skokie, IL 60076  
Gary Schreiber, 4055 W. Main St., Skokie, IL 60076
  - B. Any items requiring approval by the Architectural Committee, pursuant to any provision in these Restrictions, shall be submitted in any of the following ways:
    1. Via U.S. Mail:  
Windsong, LLC  
Attn: Jami Coyle  
4055 W. Main Street  
Skokie, IL 60076
    2. Via E-Mail:  
[Jami@Tri-United.com](mailto:Jami@Tri-United.com)
    3. Via Fax:  
(847) 677-3063  
Attn: Jami Coyle

Dated this 21<sup>st</sup> day of August, 2013.

WINDSONG LLC  
By   
Esther Israel, Manager

**TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

Lots 1-101 in Windsong Estates.

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6	02-02-17-313-011	112 Spring Haven Dr.	WD06
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9	02-02-17-313-014	100 Spring Haven Dr.	WD09
10	02-02-18-200-003	IL RTE 24	
11	02-02-18-400-004	2283 Centennial Dr.	
12	02-02-18-401-001	402 Silver Creek Dr.	WE64
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16	02-02-18-401-005	304 Silver Creek Dr.	WE60
17	02-02-18-401-006	302 Silver Creek Dr.	WE59
18	02-02-18-401-007	300 Silver Creek Dr.	WE58
19	02-02-18-401-008	210 Silver Creek Dr.	WE57
20	02-02-18-401-009	208 Silver Creek Dr.	WE56
21	02-02-18-401-010	206 Silver Creek Dr.	WE55
22	02-02-18-401-011	204 Silver Creek Dr.	WE54
23	02-02-18-401-012	202 Silver Creek Dr.	WE53

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**DOCUMENT PREPARED BY:**  
THOMAS E. DAVIES, PC.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407  
309-266-6211

201300016900  
Filed for Record in  
TAZEWELL COUNTY, IL  
CHRISTIE A WEBB  
08-26-2013 At 03:21 PM.  
AMND DEC CD 36.75  
RHSP Surcharge 9.00

**RETURN DOCUMENT TO:**  
Attorney Thomas E. Davies  
THOMAS E. DAVIES, PC.  
1600 S 4<sup>TH</sup> AVE, SUITE 137  
MORTON, IL 61550-3407

Davies

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WINDSONG ESTATES, EAST PEORIA, ILLINOIS DATED JULY 20, 2004, AS AMENDED**

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  - A. The Architectural Committee is formally constituted immediately and the members are:
 

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 Esther Israel, 4055 W. Main St., Skokie, IL 60076  
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  - B. Any items requiring approval by the Architectural Committee, pursuant to any provision in these Restrictions, shall be submitted in any of the following ways:
    1. Via U.S. Mail:  
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Attn: Jami Coyle  
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[Jami@Tri-United.com](mailto:Jami@Tri-United.com)
    3. Via Fax:  
(847) 677-3063  
Attn: Jami Coyle

Dated this 21<sup>st</sup> day of August, 2013.

WINDSONG LLC  
By   
Esther Israel, Manager

**EXHIBIT A**  
**TO THE DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

Lots 1-101 in Windsong Estates.

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17	02-02-18-401-006	302 Silver Creek Dr.	WE59
18	02-02-18-401-007	300 Silver Creek Dr.	WE58
19	02-02-18-401-008	210 Silver Creek Dr.	WE57
20	02-02-18-401-009	208 Silver Creek Dr.	WE56
21	02-02-18-401-010	206 Silver Creek Dr.	WE55
22	02-02-18-401-011	204 Silver Creek Dr.	WE54
23	02-02-18-401-012	202 Silver Creek Dr.	WE53

24	02-02-18-401-013	101 Scarlet Ct.	WE52
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61	02-02-18-404-003	205 Silver Creek Dr.	WE36
62	02-02-18-404-004	203 Silver Creek Dr.	WE35
63	02-02-18-404-005	201 Silver Creek Dr.	WE34
64	02-02-18-404-006	103 Silver Creek Dr.	WE33
65	02-02-18-404-007	205 Skylark Ln.	WE32
66	02-02-18-404-008	203 Skylark Ln.	WE31
67	02-02-18-404-009	201 Skylark Ln.	WE30
68	02-02-18-404-010	112 Shannon Hills Dr.	WE24
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73	02-02-18-404-015	102 Shannon Hills Dr.	WE29
74	02-02-18-405-001	113 Shannon Hills Dr.	WE23
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86	02-02-18-405-013	106 Windsong Dr.	WE15
87	02-02-18-405-014	104 Windsong Dr.	WE16
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91	02-02-18-406-004	111 Windsong Dr.	WE06
92	02-02-18-406-005	109 Windsong Dr.	WE05
93	02-02-18-406-006	107 Windsong Dr.	WE04
94	02-02-18-406-007	105 Windsong Dr.	WE03
95	02-02-18-406-008	103 Windsong Dr.	WE02
96	02-02-18-407-001	206 Skylark Ln.	WE44
97	02-02-18-407-002	204 Skylark Ln.	WE43
98	02-02-18-407-003	202 Skylark Ln.	WE42
99	02-02-18-407-004	200 Skylark Ln.	WE41
100	02-02-18-407-005	102 Skylark Ln.	WE40
101	02-02-18-407-006	100 Skylark Ln.	WE39

