

## HANDLE WITH CARE

FILED JULY 10TH A.D. 1928 AT 8:04 A.M.

105

"THE KNOLLS"DECLARATION OF RESTRICTIONS, RESERVATIONSAND HOME OWNERS ASSOCIATION

This Declaration of Restrictions, Reservations, By-Laws, Rules and Regulations, made this 9th day of July A. D. 1928, by WALTER G. CAUSEY, owner of "THE KNOLLS", a Subdivision of the South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 28, Township 9 North, Range 8 East of the Fourth Principal Meridian, and the North five (5) acres of Lot One (1) of T.S.Dobbin's Subdivision of part of the East Half ( $E\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section 28, Township 9 North, Range 8 East of the Fourth Principal Meridian, Peoria County, State of Illinois, an addition to the City of Peoria,

WITNESSETH: That whereas the said WALTER G. CAUSEY, having subdivided the above described tract of land and designated the same as "THE KNOLLS", and being desirous of developing the same for high class residence purposes, and the creation and maintenance of a neighborhood possessing features of more than ordinary value to a residence community, and in order to assist the grantees in providing the necessary means to better enable the other grantees to bring this about;

NOW THEREFORE, the said WALTER G. CAUSEY, does hereby subject all of the lots and lands in the said "THE KNOLLS", to the following covenants, conditions, restrictions, charges and assessments, and does hereby create The Knolls Home Owners Association, said restrictions being set out in Article One, and the by-laws, rules and regulations of The Home Owners Association in Article Two of this Declaration as follows:

105

ARTICLE ONESECTION 1 DEFINITION OF TERMS:

For the purpose of construing the restrictions as to the use of lands hereinafter set forth, definitions are as follows:

1. The word "Streets" shall mean any public highway or dedicated thoroughfare of whatever name which is shown on the recorded plat of "THE KNOLLS", and which has been heretofore or is hereafter dedicated for the purpose of a public street.
2. The word "Outbuilding" shall mean any enclosed covered structure not directly attached to the residence to which it is appurtenant.
3. The word "Lot" may mean any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots or a part or parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, (except as provided in Section XIV Article One for Business Lots) or as set forth in the individual deeds from Walter G. Causey, or from his successors and assigns. A "Corner Lot" shall be deemed any such lot as platted, or any tract or tracts of land as conveyed having more than one street contiguous to it. Corner lots shall be deemed to front upon that street to which it is contiguous and has the lesser length of frontage; any other street contiguous to any such lot shall be deemed to be a side street, provided that the minor elevation

## MISCELLANEOUS RECORD 394

of any house built upon any lot shall not face any street, except that in Block Twelve (12) the location of the house or houses shall be designated by the Trustee or Trustees in writing before construction is commenced.

4. That this Declaration and all matters herein contained shall be referred to as "this Declaration".

105

### SECTION II BILLBOARDS:

During the period or periods of time that the restrictions herein set forth shall be effective, the construction or maintenance of billboards or structures exceeding five (5) square feet in size for the posting, painting, or printing of signs or advertisements on any of the land in this Subdivision, including streets or roads or public places, is hereby prohibited, provided, however, that signs advertising the sale of lots in "THE KNOLLS" may be maintained up to and including August 11, 1931.

### SECTION III PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who now own or shall hereafter acquire any interest in the property or lots in "THE KNOLLS", except as herein otherwise provided, shall be taken and held to agree and covenant with the other owners of lots on said plat, and with their successors and assigns, to conform to and observe the covenants, conditions, restrictions, and stipulations herein as to the use thereof, and the construction of residences and improvements thereon for the period or periods hereinafter set forth.

### SECTION IV USE OF LAND:

None of said lots may be improved, used or occupied for other than private residence purposes, (except as provided in Section XIV Article One for Business Lots) and no flat or apartment house, though intended for private residence purposes, shall be erected thereon; provided, that any residence erected or maintained shall be designated for occupancy by not more than two families. No tank for the storage of fuel may be maintained on any lot above the surface of the ground. Receptacles for ashes and garbage shall be underground and shall be located at least twenty-five (25) feet from front lot line, or provision may be made for same in basement or garage. The location must be shown on the plans for residence when approved.

105

### SECTION V APPROVAL OF PLANS AND COST OF RESIDENCE:

Any residence erected wholly or partially on any lots or part or parts of said Subdivision (except as provided in Section XIV Article One for Business Lots) as indicated in this Declaration, shall be governed by the following:

1. It shall cost not less than Nine Thousand Dollars (\$9000.00) for single frame dwelling, inclusive of outbuildings, and Fifteen Thousand Dollars (\$15,000.00) for a residence for two families, inclusive of outbuildings, provided, however, that the Trustee or Trustees of the Home Owners Association, may make a pro rata change in the minimum cost for single family residence and/or two family residences whenever the index number of wholesale prices of building materials, as established by the United States Department of Commerce, shall change ten percent (10%) or more, up or down, from said index numbers on July 1, 1928, and that subsequent changes may be made when the index number of building materials varies ten percent (10%) or more, up or down, from such prices of building materials at the time of the last preceding change
2. No building of any kind shall be moved upon any lot in "THE KNOLLS", and the exterior of all buildings must be erected from new materials.
3. Plans for residences shall show (1) Position on lot, (2) Elevation

of first floor with reference to ground line at foundation, and (3) General treatment for grading and landscaping the lot.

(4) Plans and specifications shall have the approval in writing of the Trustee or Trustees of the Home Owners Association before construction is commenced.

SECTION VI GROUND FRONTAGE REQUIRED:

Any residence erected on any lot hereby restricted, or part or parts thereof as indicated herein, shall have appurtenant thereto, not occupied by any other residence, at least fifty (50) feet of ground, measured on the front line of the lot or tract, abutting on the street upon which the lot or tract fronts.

105

SECTION VII SET BACK OF RESIDENCE FROM STREET:

No part of any residence, except as herein provided, may be erected or maintained on any of said lots nearer to the front or side streets than is the front building line or the side building line as shown on the plat of "THE KNOLLS" on the lot or lots on which such residence may be erected. If any streets are vacated, then the building line herein established abutting on said street shall thereupon become null and void; provided, that the vacation of anything less than the entire width of the street abutting said lot shall not have the effect of nullifying building lines with respect to said street. If any new street be established, then any residence thereafter erected on any lots abutting any such newly established street shall be set back from the front line at least one-fifth the depth of said lot and from a side street at least one-sixth of the width of said lot; provided, that the set back required under this clause shall not in any case be less than fifteen (15) feet, nor more than thirty (30) feet. If any street be widened by condemnation or voluntary dedication, such widening shall not affect the building lines fixed by said plat.

SECTION VIII ROOFS AND PROJECTIONS:

For those parts of the residences which may project over the walls and be nearer to the front streets and side streets than the building lines shown on said plat, the distances which each may project are as follows:

1. Roofs; Wherever the main roof bearing plates of a house are four (4) feet or less above the top of the first story ceiling joists, the rafters resting on such plates shall be pitched no less than nine and one-half (9½) feet vertical to twelve (12) feet horizontal, nor shall the distance from the top of the first floor ceiling joists to the highest ridge of the roof be less than fifteen (15) feet, and no roof shall terminate in a deck exceeding thirty percent (30%) of the roof area.

105

SECTION VIII ROOFS AND PROJECTIONS: Cont'd.

2. Windows and Vestibule Projections: Bay, bow or oriel, dormer, or other projecting windows and stairway landings and vestibules, other than full two story or three story projections of the above descriptions, may extend not to exceed three feet beyond the front building lines or side lines.

3. Miscellaneous Projections: Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

4. Porch Projections: Uncovered or unenclosed porches and balconies or porte-cocheres may project beyond the building line, but no part thereof shall be nearer than fifteen (15) feet from the street line of the lot, and on corner lots not nearer than twelve (12) feet from the street line of the side street. Any enclosed or glassed-in porch or two-story effect shall be considered as part of the building and subject to the restrictions for building lines.

# MISCELLANEOUS RECORD 394

5. Alterations: When any alterations are made in the exterior or roof of any residence, the restrictions herein shall apply in the same manner as for a new house.

## SECTION IX OUTBUILDINGS:

All outbuildings, except greenhouses, erected on any lot shall correspond in style of architecture to the residence to which such outbuildings are appurtenant. Any outbuildings shall be located wholly within thirty-five (35) feet of the rear line of the lot on which they are erected, and on any corner lot wholly within thirty-five (35) feet of that side of the lot farthest from the adjoining side street. If there is any change in the street locations, the set back provisions for outbuildings shall apply as hereinabove designated for residences.

105

## SECTION IX OUTBUILDINGS, Cont'd.

No outbuildings, private garages, or tents, to be used for residence purposes, may be erected on any lot, Special permission may be granted by the Trustee or Trustees of the Home Owners Association, for the erection of garages prior to construction of residence for the purpose of storing materials during construction only. Contractors' sheds may be erected during the construction period only, but they must be located at least twenty (20) feet back of the property line.

## SECTION X FREE SPACE:

The main building of any residence, including attached greenhouse, attached garage, ells and porches, enclosed or unenclosed, but exclusive of all other projections, erected or maintained on any of the lots in this Subdivision, shall not occupy more than eighty percent (80%) of the width of the lot on which it is erected, measured in each case on the front building line produced to the side lines of the lot, or on the front line of the lot whichever may be the lesser distance. Any such residence, exclusive of those projections referred to above, shall be set back at least five (5) feet from both of the side lines of the lot upon which the residence is erected. If any residence of the maximum width is built or maintained on any lot, then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provision shall apply to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of any part of the lot; provided, that it be not reduced below the minimum number of feet required with any residence of a width that may then be erected thereon, based on the provisions of this section and, provided further, that in no case may it be reduced below the required frontage herein specified. Outbuildings, exclusive of greenhouses, shall not be erected or maintained, to occupy more than fifty percent (50%) of the width of the lot upon which such outbuildings

105

are erected, measured along the rear line of said lot; provided, however, that in no case may the width of any such outbuildings, exclusive of greenhouses, be more than thirty-three (33) feet. Any greenhouse, exclusive of other outbuildings, may not exceed a width of twenty (20) feet; provided, that the combined width of greenhouse and other outbuildings erected or maintained on any lot at any one time may not exceed sixty percent (60%) of the width of the lot upon which they are erected, measured along the rear line thereof.

## HANDLE WITH CARE

SECTION XI PERGOLAS:

Pergolas or any detached structures for purely ornamental purposes shall not be erected on any part of any lot in front of a line twelve (12) feet in front of the building line.

SECTION XII FENCES:

Fences or hedges between the street line and the building line shall not be more than three (3) feet high. All fences shall be under the control of the Trustee or Trustees of the Home Owners Association.

SECTION XIII CAUCASIAN RACE:

Residences on lots in this Subdivision are to be occupied only by members of the Caucasian race.

SECTION XIV BUSINESS LOTS:

All of Block One (1) and all of Block Two (2), except Lots Nineteen (19), Twenty (20), and Twenty-one (21), are business, or semi-business, and not bound by the restrictions herein for residence lots except as follows:

1. Any building, or buildings, erected or maintained on Lot One (1) in Block Two (2) shall be set back fourteen (14) feet from the North line of said lot.
2. Any building, or buildings erected or maintained on Lots Two (2) to Eight (8), both inclusive, in Block Two (2) shall be set back Twenty (20) feet from the North line of said Lots.

105

SECTION XIV BUSINESS LOTS: Cont'd:

3. Lots Sixteen (16), Seventeen (17), and Eighteen (18), in Block Two (2) are subject to the set back building lines as shown on the plat of "THE KNOLLS".

4. One or two story buildings, the ground floor of which shall be used for stores with entrances fronting South and with no windows, doors, passages or other openings therefrom to the North, may be erected on Lots One (1) to Five (5) inclusive in Block Two (2). The second story of such building or buildings will be used for residences with entrances thereto on the North. The North front of such building or buildings shall be of residential architecture without commercial aspect nor commercial display or signs. All of said lots shall be under the same restrictions and control for residences as they may apply.

5. A building or buildings not to exceed two (2) full stories above ground fronting the North, and three (3) stories above the ground fronting the South, the ground floor of which shall be used for stores with entrance fronting South and with no windows, doors, passages, or other openings therefrom to the North, may be erected on Lots Six (6), Seven (7), or Eight (8) in Block Two (2). Stories above the ground floor are to be used as residences with entrances from the North, and the North front of such building or buildings is to be of residential architecture without commercial aspect, nor shall any commercial display or signs appear on the North side of such buildings. All of said lots shall be under the same restrictions and control for residences as they may apply.

6. Buildings on Lots Sixteen (16), Seventeen (17), and Eighteen (18) in Block Two (2) may be erected for apartments, or hotels, not to exceed three stories above the grade at the front lot line.

7. Buildings erected on Lots Sixteen (16), Seventeen (17), and Eighteen (18) in Block Two (2) for one and/or two family residences only shall be under the same restrictions as other residence lots in the "THE KNOLLS",

105

8. Lots Nine (9) to Fifteen (15) both inclusive, in Block Two (2) shall be for business purposes and buildings thereon shall not exceed three (3) stories above grade at the front lot line.

9. Lots One (1) to Twelve (12) both inclusive in Block One (1) shall be for business purposes and buildings thereon shall not exceed two (2) stories above grade at the front lot line.

SECTION XV TERM OF CONDITIONS:

Each of the restrictions herein set forth shall continue and be binding upon Walter G. Causey, his successors and assigns, for a period of twenty-five (25) years from June 1, 1928, and shall automatically be continued thereafter for successive periods of twenty-five (25) years, each provided, that the owners of the fee simple title to the majority of the front feet of the lots in this Addition that are hereby restricted, or which may hereafter be restricted in a manner similar to those restricted by this instrument, may release all of the land hereby restricted from any one or more of said restrictions at the end of the first twenty-five (25) year period, or any of the successive twenty-five (25) year periods thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the Recorder of Deeds of Peoria County, Illinois, at least one (1) year prior to the expiration of the first twenty-five (25) year period, or any twenty-five (25) year period thereafter, and provided further that all of the owners of the fee simple title to all of the lots in this Addition that are hereby restricted, or which may hereafter be restricted, in a manner similar to those restricted by this instrument may at any time release all or a part of the land hereby restricted from any one or more of said restrictions, or may modify or change any one or more of said restrictions herein by executing and acknowledging an appropriate agreement, or agreements, in writing for such purposes and filing the same for record in the office of the Recorder of Deeds of Peoria County, Illinois.

105

SECTION XVI RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the present owner, his successors and assigns, and all parties claiming by, through, or under him shall be taken to hold, agree, and covenant with the owners of said lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their ownership of said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitory or mandatory, to prevent the breach or to enforce the observance of the restrictions in this Declaration, in addition to ordinary legal action for damages, and the failure of the Trustee or Trustees of the Home Owners Association, or owner or owners of any other lot or lots in this Addition to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

SECTION XVII RIGHT TO ASSIGN:

Walter G. Causey shall by appropriate agreement assign and convey to the State Trust & Savings Bank of Peoria, as Trustee, all of the rights, reservations, and privileges herein reserved by him, and said Trustee shall have the right



and power to assign such rights, reservations, and privileges to its successors, in the event such successor be appointed.

SECTION XVIII NO INTOXICATING LIQUORS SOLD:

No intoxicating liquors shall be manufactured or sold within "THE KNOLLS"

SECTION XIX UTILITY LAND:

105 All of Block Thirty-four (34) shall be exempt from restrictions herein.

ARTICLE TWO

SECTION 1 DEFINITION OF TERMS:

1. The term "District" as used in this Declaration shall mean all of the lands included in the plat of "THE KNOLLS", as above described, and any addition to said area when and if extended, as hereinafter provided.

2. The term "Improved Property" as used herein shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence, or any other building, not in violation of the restrictions then on record, shall have been erected or is in process of erection thereon. Any such tract may consist of one or more contiguous lots, or parts thereof. All other land covered by this Declaration shall be deemed to be vacant and unimproved.

3. The term "Public Places" as used herein shall be deemed to be parks at street intersections, and elsewhere, and all similiar places, which are set aside for the use of the general public, or the general use of all the owners within the district, or which may, by proper consent, be used by all the owners of the district.

4. The term "Owners" as used herein shall mean the person or persons, corporation or corporations who may from time to time own any or all of the land within the district.

SECTION II MEMBERS AND TRUSTEES OF THE HOME OWNERS ASSOCIATION:

1. "THE KNOLLS" Home Owners Association will be composed of the owners of real estate in said district, which Association may or may not be incorporated, as the members thereof may hereafter determine.

105

SECTION II MEMBERS AND TRUSTEES OF THE HOME OWNERS ASSOCIATION: Cont'd.

2. Each owner, irrespective of the amount of land or number of lots owned, or whether or not such land owner is a resident of the district, shall be entitled to one vote for each Trustee at any election of trustees and upon any other questions at any meeting of the Association. Any owner may designate a proxy to vote at any meeting of the Association, and such proxy need not be an owner. The Association shall be the sole judge of the qualifications of its members, and of their rights to participate in the meetings and proceedings.

3. Until seventy-five percent (75%) of the residence lots of "THE KNOLLS" Subdivision shall have been sold and deeds delivered therefor, the Walter G. Causey Company is hereby designated sole Trustee of the Association, and shall then call a meeting of all owners of lots and lands for the purpose of electing a Board of Trustees, consisting of six (6) members; two (2) for a term of two (2) years, two (2) for a term of four (4) years, and two (2) for a term of six (6) years; thereafter Trustees shall be elected every second year to serve for a term of six (6) years; all Trustees shall serve until their successors are elected and accept their election.

4. Elections shall be held at such time and place as the Trustees may designate, during the month of November and December, preceding the expiration of the term of such Trustees. The Trustees shall give notice of such election at least ten (10) days before date thereof by publishing in a Peoria daily newspaper, and

they may, at their option, mail a notice properly stamped and addressed to the last known address of each qualified voter as listed in the records of the Secretary.

5. At the first meeting of the Trustees, after their election, and within ten (10) days after such election, the said Trustees shall elect from their number a President, a Secretary, and a Treasurer, all of whom shall serve for one (1) year and until their successors are elected.

105

SECTION II MEMBERS AND TRUSTEES OF THE HOME OWNERS ASSOCIATION: Cont'd.

6. The Secretary shall keep a complete record of all actions and proceedings of said Trustees. Such records shall be kept in the custody of said State Trust & Savings Bank of Peoria, or its successors, and shall be open to inspection by the members of the Home Owners Association, on request.

7. The Trustees of the Home Owners Association are hereby authorized to act for and on behalf of the Association, in accordance with this Declaration, and as may be directed by the Association.

8. Vacancies in the Board of Trustees caused by inability, death, resignation, or refusal to act may be filled by the remaining Trustees until the next meeting for election of Trustees.

9. The Trustees may call special meetings of the Association by giving ten (10) days notice in the same manner as provided in Article Two, Section II, Paragraph 4.

10. The Association shall have the right to make such reasonable rules and regulations not in conflict with this Declaration and may provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration; subject, however, to the limitation of its right to contract as herein provided.

SECTION III MANAGEMENT OF THE HOME OWNERS ASSOCIATION:

The management of the construction and maintenance of the improvements upon and to the lands in the district, and including the public places, shall be, at its discretion, under the control of the Trustees of "THE KNOLLS" Home Owners Association, subject to the restrictions established thereon, and to the laws of the City of Peoria, County of Peoria, and State of Illinois, or by and of them.

105

SECTION IV POWERS AND DUTIES OF THE HOME OWNERS ASSOCIATION:

The Trustees of the Home Owners Association, when authorized by the Association so to do, shall have the following powers and duties, provided, that nothing herein contained shall be deemed to prevent any owner from enforcing any of the restrictions in his own name.

First To enforce in the name of the Association, or in the name of any owner within the district, any or all restrictions which have been heretofore, or may hereafter be imposed upon the land in said district, subject to changes, release or modifications permissible under this Declaration or the Restrictions. The expense and cost of any such proceedings shall be paid out of the general fund of the Association hereinafter provided for.

Second To provide for removing snow from the sidewalks and from the streets.

Third To care for, spray, trim, and protect, and to replant trees and shrubs on streets and other public places, and to sow or re-sow grass in such public places, except where otherwise provided for.

Fourth To mow, care for, and maintain parkings in front of vacant



and other property, remove weeds and grass from such parking and other places, and to cut and remove weeds and grass from other vacant property, and to pick up and remove therefrom loose material, trash and rubbish, and to do anything desirable, in the judgment of the Trustees, to keep such vacant and unimproved property in neat appearance and in good order.

Fifth To provide such lights as the Association may deem advisable on streets, public places, gateways, and semi-public places.

105  
SECTION IV POWERS AND DUTIES OF THE HOME OWNERS ASSOCIATION: Cont'd.

Sixth To provide suitable locations and receptacles for the collection of rubbish, and for the disposal of such rubbish.

Seventh To provide for the maintenance of tennis courts, play grounds, gateways, entrances, drinking fountains, and other ornamental features now existing, or which may hereafter be erected in any public place, or on land set aside for the general use of the owners of the district.

Eighth To exercise control over easements in succession to Walter G. Causey Company, and as it may acquire from time to time.

Ninth To approve the plans for residences to be erected in the district under this Declaration, and as successor to the Walter G. Causey Company, after seventy-five (75) per cent of the residence lots shall have been sold; provided, that should the said Trustees neither approve nor reject the plans for any residences within ten (10) days from the time of submission thereof, the owner may proceed with the construction of said proposed residence, subject to compliance with this Declaration and, provided further, that said Walter G. Causey Company, its successors and assigns, hereby reserves the sole right under the provisions of the restrictions, until September 1, 1932 to approve plans for residences to be built on lots in the district not sold at the time of the election of Trustees for the Home Owners Association.

SECTION V LAND ENTITLED TO BENEFITS:

Land shall not be entitled to any of the benefits or service provided for by this Association, unless the owner or owners thereof shall have subjected such lands to the terms of this Declaration, to the restrictions for "THE KNOLLS", and to the assessments hereinafter provided for.

105

SECTION VI OTHER LANDS MAY BE ADDED:

Members of the Association by a majority of votes may from time to time add contiguous lands to the district upon application by the owner of such land, accompanied by a declaration fixing the same restrictions and control as are exercised over "THE KNOLLS" Subdivision by "THE KNOLLS" Home Owners Association. Intervening streets or railroad right-of-way shall not have the effect of breaking such contiguity within the meaning of this Declaration. The Association may also unite or combine with any other Association or organization operating on a similar basis having jurisdiction of lands contiguous to the district.

SECTION VII METHOD OF PROVIDING GENERAL FUNDS:

1. For the purpose of providing a general fund to enable the said Association to perform the duties and to maintain the improvements herein provided for, all lands within the boundaries of the district shall be subject to an annual improvement assessment, to be paid to the Association annually, in advance, by the respective owners of the assessable lands subject hereto. The assessments shall be proportional to the areas of the lots, and the maximum assessment for any one year shall not exceed three-fourths (3/4) mill, per square foot of area, except that when three-fourths (3/4) mill assessment is made the minimum assessment on any lot shall be Five Dollars (\$5.00) per lot.

2. Assessments shall be levied annually at the meeting in November or December, but shall be payable on January first following such meeting. The first assessment shall be levied and made payable January 1, 1929. Immediately after the meeting of the owners, the Trustees shall mail a notice to each owner of the amount of assessment due on each tract of land owned by him, and the date and place where it shall be paid.

105

SECTION VII METHOD OF PROVIDING GENERAL FUNDS: Cont'd.

Failure of the owners to levy such assessment, or the Trustees to give the notice thereof prior to January first of each year, shall not invalidate any such assessment subsequently made for that particular year. When the assessment is made subsequent to January first of any year, then it shall become due and payable not later than thirty (30) days from the date of levying of the assessment.

SECTION VIII WHAT CONSTITUTES NOTICE:

A published notice in a Peoria daily newspaper shall be deemed sufficient and proper notice for any purpose under this Declaration where notices are required.

SECTION IX EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR:

The Trustees shall at no time spend more money in any one year than the total amount of assessment for that particular year, and/or any surplus which it may have on hand from previous assessments, nor shall said Trustees enter into any contract whatever binding the assessment of any future year to pay for any such obligations, and no contract shall be valid or enforceable against the Association in excess of the amount of funds available from the assessments previously made, the intention being that no contract shall be made, or obligation created affecting the assessment of any future or subsequent year.

SECTION X LIENS ON REAL ESTATE:

Assessments shall become liens on real estate as soon as due and payable as herein set forth. If not paid within thirty (30) days from the due date, such assessments shall bear interest at the rate of Seven Percent (7%) per annum from due date until paid. Said assessments shall

105

SECTION X LIENS ON REAL ESTATE: Cont'd.

become delinquent thirty (30) days after the due date thereof, and the payment of both principal and interest may be enforced as a lien on said real estate in any court in said Peoria County having jurisdiction of suits for the enforcement of liens. It shall be the duty of the Association to bring suits to enforce liens as soon as they become delinquent. Such liens shall continue for a period of one year from the date of delinquency, but no longer, unless within such time suits shall have been instituted for the collection of the assessment, in which case the lien shall hold until the assessment is paid.

SECTION XI OWNERS SHALL BE NOTIFIED OF THE ASSOCIATION ADDRESS:

Trustees shall notify all owners from year to year (insofar as the addresses of said owners are listed with said Trustees) of the official address of said Association, of the place and time of the holding of the regular meetings of the Trustees, designating the place for payment of assessments, and where other business in connection with said Association may be transacted.

SECTION XII TO OBSERVE ALL LAWS:

This Association and the Trustees thereof shall at all times observe

HANDLE WITH CARE

all State, County, City and other laws, and any part of the provisions of this Declaration in conflict therewith shall become null and void, but other portions of this Declaration shall remain in force.

SECTION XIII HOW TERMINATED:

This Declaration shall be terminated and all of the lands now or hereafter affected hereby shall be released from the covenants, conditions, terms, and provisions hereof by the owners of the majority of the frontage in the district, subject hereto, whenever the restrictions heretofore placed upon said lands and hereby made a part of this Declaration are removed, as provided in said Declaration of Restrictions.

105

SECTION XIV COVENANTS RUNNING WITH THE TITLE TO THE LAND:

All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the owners and members of the Association, and upon their successors, grantees, and assigns.

IN WITNESS WHEREOF, WALTER G. CAUSEY, the undersigned owner of the lots and lands in the said "THE KNOLLS" does hereby set his hand and seal this 9th day of July A.D. 1928.

Walter G. Causey  
(Seal)

\*\*\*\*\*