

DECLARATION OF COVENANTS AND RESTRICTIONS

PLATS # 1 and 2, THORNHILL SUBDIVISION
IN THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Joseph Carter and A. Eugene Gerber (together referred to as "Developers"), owners of Plats # 1 and 2 of Thornhill Subdivision (legally described as Exhibit A attached hereto) dated 1992, and recorded as Documents No: 92044815 & 92044816 on NOVEMBER 7, 1992 (the "Plat") hereby certify and declare the Plat to be a true and correct partial plat of Thornhill Subdivision in the City of Springfield, Sangamon County, Illinois, and that the Plat was surveyed and platted under their direction, and that they forever dedicate to the public the streets therein laid out over such property, and certify that the Plat is made and to be recorded pursuant to the Statutes of the State of Illinois, relating to Plats.

Developers further declare that all property in Thornhill Subdivision is now and shall hereafter be subject to the following restrictions and covenants running with the land, which shall be binding on Developers and all persons, including corporations and partnerships claiming by or through them, and on all persons, firms or corporations hereafter acquiring any of such property.

WHEREAS, it is in the best interest of the Developers, and every person or other entity hereinafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established and declared to be covenants running with the land, and

WHEREAS, the Developers desire to preserve the values and the desirability and attractiveness of Thornhill Subdivision and for the continued maintenance and operation of such recreational, drainage retention and common areas as may be provided, and to facilitate such goals, the Developers shall within three years after the recording hereof or after the sale of 80% of the lots comprising Thornhill Subdivision, whichever is earlier, establish a Homeowners' Association called Thornhill Homeowners' Association (hereinafter referred to as "Association") for the purpose of enforcing the regulations and covenants stated in this Declaration.

NOW, THEREFORE, in consideration of the premises, Developers agree with any and all persons, firms, corporation or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as

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"restrictions") relating to the use and occupancy thereof. The restrictions are to be construed to be covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such persons and whether or not such persons shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developers" means Joseph Carter and A. Eugene Gerber.
2. "Owner" means the record owner (whether one or more persons or entities) in fee simple in any lot which is part of the Thornhill Subdivision, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.
3. "Association" means Thornhill Homeowners' Association, an unincorporated association or non-profit corporation to be formed under the laws of the State of Illinois, its successors and assigns.
4. "Member" means any person who is a member of the Association.
5. "Lot" means any plot of land designated as a lot on any subdivision plat or survey of the Thornhill Subdivision which shall be a public record.
6. "Dwelling Unit" means one half of a duplex building, intended as a separate living quarters.
7. "Declaration" means this Declaration of Covenants and Restrictions.
8. "Common Areas" means any and all real property transferred to Association for the use, benefit and enjoyment of the members of the Association. The common areas shall include (i) the area denominated "Stormwater Retention Area" on the Plat

or any other partial plat relating to Thornhill Subdivision; and (ii) any area not within a lot and not dedicated to the City of Springfield; and (iii) any other area designated as a common area pursuant to the covenants or any amendment thereto.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1: Formation and Membership.

1. Upon the sale of 80% of the lots comprising Thornhill Subdivision (including lots not shown on the Plat but shown on other partial plats of Thornhill Subdivision) or three years from the date of recordation of these covenants, whichever is sooner, Developers shall establish an unincorporated association or not-for-profit corporation to be known as the Thornhill Subdivision Homeowners' Association. The Association shall be managed by a 5-person Board of Directors elected by the membership on a cumulative voting basis. At the initial meeting of the Association, the directors will be elected by the membership and bylaws shall be adopted. Every person or entity who is the owner of record of, or a contract purchaser of, a fee interest in any lot designated on the Plat or on any other partial Plat of Subdivision of Thornhill Subdivision shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, if any, and its bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership in the Association.

2. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special assessments levied on a member's lot as specified in the Declaration, or such bylaws as members of the Association may from time to time hereafter adopt.

Section 2: Voting and Voting Rights.

The owner or owners of each lot as designated on the Plat, shall be entitled to one vote per lot in matters affecting the Association, including election of directors and approval of assessments; provided, however, that the Developers will be entitled to two votes for each lot owned by them, but as each lot is sold and conveyed, the purchaser thereof will be entitled to a single vote assigned to the lot and the Developers will thereupon lose the votes associated with the lot.

Section 3: Bylaws.

The Association shall by a majority vote adopt such Bylaws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

Section 1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, subject to:

1. The right of the Association to limit the use of the common areas to owners, tenants, contract purchasers, their families and guests.

2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any of the assessment against his lot remains unpaid or for any infraction of the Association's rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless approved by a two-thirds vote, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, television, water, sewage, utilities and drainage facilities upon, over, under and across the Common Areas without the consent of the membership when such easements are requisite for the convenient use and enjoyment of the properties.

Section 2. Upon the formation of the Association, Developers shall deed the common area lot to the Association at the price of \$10.00. The Association shall accept the land when it is deeded from the Developers, and shall maintain the land from that date forward.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND ASSESSMENTS

Section 1. Each lot owner covenants and agrees to pay to the Association an annual assessment or charge for the creation and continuation of a maintenance fund, and such special assessments as may be levied as hereafter provided.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for the

maintenance of the detention area, taxes and other associated purposes and for such purposes as the Association may determine are for the benefit of its members, which purposes may include maintenance, improvement, landscaping and beautification of the Common Area. Funds may also be used to provide other safety and welfare of the residents of the community and in particular for the acquisition, improvement, maintenance of, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs that arise. All such costs for maintenance, management, taxes, improvements and all other expenses for the Common Area shall be borne by the lot owners in proportion to the number of lots each lot owner owns, divided by the total number of lots.

Section 3: Creation of the Lien and Personal Obligation of the Assessment.

In order to secure the payment at and after the due date as each assessment becomes due, there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorney's fees incurred in enforcing the lien. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section 4: Exempt Property. The assessments, charges and liens created under Article IV shall not apply to the Common Areas. Any lot which Developers may hereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created therein.

Section 5: Annual Maintenance Assessment. The annual assessment shall be fixed by the Association's Board of Directors, and shall be in an amount which will be sufficient in the judgment of the Board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. Assessments will begin the day the owner purchases the lot. The initial assessment will not exceed \$120.00 per year until January 1, 1995.

Section 6: Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall require a majority vote.

Section 7: Effect of Non-Payment of Assessment; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association, its agents or representatives, may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 8: Subordination of the Lien to the Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage of any lot if, but only if, all assessments with respect to such lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The sale or transfer of any lot shall not affect any assessment lien or any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL STANDARDS, USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS

The Architectural Control Committee ("Committee") for this Plat is composed of Developers and such other persons as they shall appoint. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within thirty (30) days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall cease to exist one year after all lots have been sold by Developers; thereafter the Board of Directors of the Association shall assume the duties of the Committee.

Section 1: Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans

and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 2: Design and Site Approval. Buildings shall be erected on lots in a manner to provide architectural value to Thornhill Subdivision. Therefore, no house, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any such structures be made, until a site plan, final plans and specifications showing the nature, kind, shape height, materials, basic exterior finishes, colors and graphics, and floor plans thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove of same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing, stating with reasonable detail the reasons for disapproval, and the Committee's recommendations to remedy same. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 3: Subdivision of Lots. By or with the written consent of this Committee, one or more lots as shown on the Subdivision plats or parts thereof, may be subdivided or combined to form one single building lot.

Section 4: Improvement Setback and Use Restrictions.

a. All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any dwelling unit may be occupied it must be completely finished and a certification of completion must be issued by the Committee.

b. The requirements contained in these Covenants shall prevail over any ordinances of the City of Springfield,

including but not limited to, those pertaining to zoning and building, to the extent that these covenants and restrictions are more restrictive than said Ordinances. The requirements contained in any ordinances of the City of Springfield shall prevail over these covenants to the extent that the provisions of such ordinances are more restrictive than these covenants.

c. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached two-family dwelling, except accessory buildings as permitted by the Springfield Zoning Ordinance. No two-family dwelling shall have more than one two-car garage for each dwelling unit.

d. All dwellings shall be permanently attached to a masonry or concrete foundation on appropriate footings for the climate of the Springfield area. All dwellings shall comply with the requirements of the Springfield Zoning Ordinance in all respects, including size, location, and height.

e. No residential structure shall be erected or placed on any lot unless it has at least 1400 square feet of living area per dwelling unit. Grade level shall be that level of the lot as established at the building setback line. "Living area" shall be defined as the exterior measurements of the main dwelling structure multiplied by the number of stories, exclusive of porches, breezeways, patios and garages. No residential structure shall have more than two stories exclusive of basement or crawlspace.

f. On each lot upon which a building is constructed, there shall be a side yard on each side of at least 15 feet and a front yard of at least 30 feet.

g. Grade levels for each lot shall remain in substantial conformity as existed at the time of platting this subdivision, and shall not be altered so as to change or interfere with the drainage from adjoining lots.

h. Minimum setback lines shown on the recorded plat of the properties are intended to be the minimums.

i. Boundary walls, excluding party walls, may be erected and hedges grown, but no higher than three (3) feet in any front yard. No fence or boundary wall of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls, and hedges shall not exceed six (6) feet in height in a side or rear yard.

j. Swimming pools shall not be nearer than ten (10) feet to any lot line, must be located to the rear of the main dwelling, and must be fenced in accordance with applicable ordinances of the City of Springfield.

k. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled into conceal them from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

l. No lumber, brick, stone, either block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonable necessary for the construction to completion of the improvement in which same is to be used.

m. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.

n. Outdoor television antennas and satellite dishes shall only be erected with approval of the Architectural Control Committee, and shall be restricted to the backyard of a lot.

o. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

p. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

q. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.

r. Any mailboxes not attached to a main building shall be of a type consistent with the character of the Thornhill Subdivision, and shall be placed and maintained to complement the houses in the neighborhood.

s. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereof without the prior written consent of the Committee. A professional sign of not more than five square feet advertising the property "For Sale" will be permitted without the prior written consent of the Committee.

t. No house, trailer, boat, boat trailer, camper, tent, shed or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, street and Common Areas, provided, however, temporary buildings and other structure shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developers for the sale of lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

u. Setback provisions herein prescribed may be altered by the Developers in their sole discretion.

v. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

w. No spirituous, vinous or malt liquors shall be sold or kept for sale in the Subdivision.

x. No trash, garbage, debris or other waste shall be permitted to accumulate on any lot and all of the same shall be kept in sanitary containers.

y. No person shall park or keep on the streets in the Subdivision or on any lot any truck, bus, trailer, semi-trailer or camper in excess of one ton in size nor any motor vehicle which is not operative or which is not used for the ordinary transportation requirements of the people occupying the premises, or any stock car or any other type of racing vehicle, unless the same be kept within an enclosed garage.

z. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

aa. All front and side yards shall be sodded upon completion of construction of the structures thereon. At least two trees per dwelling unit, with trunks at least two inches in diameter at the base, shall be planted on each lot upon completion of construction. The Committee shall approve the species of tree in its sole discretion.

Section 5: Maintenance.

a. All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their owners, according to standards and guidelines adopted by the Board of Directors and approved by the Association. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs,

gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association Board of Directors, it shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance and Assessments". Although notice given as provided in Section 9 of this Article shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

b. To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more than twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee or Association Board of Directors; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6: Hobbies and Activities. The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of the Developers or Association.

Section 7: Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages.

Section 8: Nuisances and Unsightly Materials. Each owner shall refrain from any act on his Lot which could cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, five (5) days after posting a notice thereon, or mailing to the Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense and Owner shall be personally liable to the Association for the costs of removal and the costs until paid shall be a permanent charge and lien upon such lot, enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this Section shall not apply to lots upon which houses are under construction.

Section 9: Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provisions shall apply.

ARTICLE VI

EASEMENTS

Section 1: General. Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain and construct and operate drainage facilities now or in

the future and utility services lines to, from and for each of the individual subdivision lots. Within these easements, no structure, planting fence, or other material shall be placed or permitted to remain which may change the elevation, direction, or flow of drainage channels in the easements or obstruct access by any utility company. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. With five (5) days prior written notice to Owner, the Association, Committee or any utility may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so, and without liability to the Owner for damages caused thereby.

Section 2: Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VII

INSURANCE

The Association, upon its organization, shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association, each Owner, and their respective employees and agent, from liability in connection with the Common Areas and insuring the Association and Owners from liability for good faith actions beyond the scope of their respective authorities. Insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE VIII

GENERAL PROVISIONS

Section 1: Duration. These restrictions are covenants running with the land and shall be binding and effective for twenty-five (25) years from the date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the then Owners to change, amend or revoke the restrictions in whole or in part, except as they relate to the drainage/detention/retention area. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by

acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2: Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any other person, firm or corporation owning any property within the Thornhill Subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees and charges. No failure by Developers or any property owner to enforce any of these covenants and restrictions shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other provisions; and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3: Delegation and Assignability. Developers shall at all times and from time to time have the right to delegate any and all functions herein reserved to them. Developers shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of their right, title and interest in any part of the subdivision, including the common properties; any such transferee, grantee or assignee shall take such rights subject to all obligations and liabilities of Developers with respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same and Developers to be released therefrom.

Section 4: Binding Effect. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executor, successors and assigns of the Developers and all persons claiming by, through or under Developers. These covenants shall be enforced only in the Circuit Court in Sangamon County, Illinois. Any owner other than Developers found by the court to have violated these covenants shall be liable in addition to all other damages and remedies, for the costs, expenses and attorneys fees of the prevailing party.

Section 5: Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage, the holder thereof on becoming owner of such interest through whatever means, or the seller or purchaser at any sale under a

power of sale therein contained, shall be subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures this 2nd day of November, 1997.

James B. Carter
Eugene Herber
("Developers")

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Lee Kane Zelle, a notary public in and for said County and State aforesaid, do hereby certify that Joseph Carter and A. Eugene Gerber, personally known by me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of November, A.D., 1992.

Lee Kane Zelle
Notary Public



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