

17-9-03
2003R85685
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**MASTER DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

NOV 25 2003

ST. AGNES COMPANY, INC., an Illinois corporation, called "Declarant," is the owner in fee simple of certain real property located in Sangamon County, Illinois, and known by official plat designation as HIGHLANDER ESTATES, a subdivision of the City of Springfield, pursuant to Plat I recorded on 12/9/03 in the office of the Recorder of Deeds, Sangamon County, Illinois, Document Number 2003R85685.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and tracts constituting such subdivision, Declarant states that all of the real property described above and each part of it shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any of it, their heirs, successors, and assigns, and shall inure to the benefit of each owner of it.

**ARTICLE ONE
DEFINITIONS**

Section 1. "Association" shall mean and refer to the HIGHLANDER ESTATES Homeowners' Association, its successors and assigns.

Section 2. "Declarant" shall mean St. Agnes Corporation.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above.

Section 4. "Maintenance" shall mean the exercise of reasonable perpetual care to keep the common area and storm water detention area landscape and the improvement of the common area.

Section 5. "Member" shall mean every person or entity who holds membership in the association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

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Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean 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, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property described in this document and such additions to it as may be brought within the jurisdiction of the association as provided in this document.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. A registry shall be established listing all the owners of each lot. If there is more than one owner listed for an individual lot, a contact person shall be established from among the listed owners for that lot for the purpose of mailings, which will be sent to the contact only. If there is only one individual owner for that lot, that person shall also be named as the contact.

Section 2. The Association shall have two classes of voting members as follows:

Class A: Class A members shall be owners, with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B: Class B members shall be Declarant, who shall be entitled one vote for each lot owned. No assessments shall be made on Class B members. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals 75% of the total votes outstanding in the HIGHLANDER ESTATES Homeowner's Association, or on June 1, 2007, whichever first occurs. No assessments shall be made on Declarant once Class B membership is converted to Class A membership.

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ARTICLE THREE

ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided in this document. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and the charge shall be a lien on the lot from the time that notice of the lien is recorded in the Recorder's office. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time assessment fell due, but such personal obligations shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the betterment and maintenance of the landscape and improvements of the common area. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- a. Maintenance and repair of the landscaping and improvements of common area, storm water detention, open space and common area improvements..**
- b. Management and the associated expenses required for operation and use of the improvements of the common area.**
- c. Worker's Compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.**
- d. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.**
- e. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper for the benefit of lot owners, or for the enforcement of these restrictions.**

Section 3. All home purchases shall pay an initial fee payable and due to the Association at the time of closing, regardless of the date of the closing. There shall be no other fees or assessments until June, 2007, and upon this date the initial fee shall become the annual assessment. The fees paid to the Association will be held in an account for future maintenance of the common areas.

From and after June, 2007, all other fees and assessments shall be assessed and collected by the Association.

The annual assessment may not be increased by more than 6% without a vote of the members. The annual assessment may be increased by more than 6% by a written ballot of two-thirds majority of each class of members.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any improvements. Any such assessment must be approved by a majority of each class of members.

Section 5. Written notice and quorum for action authorized under Section 3 and 4 shall be sent to all contacts not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to each lot on the closing date of that particular lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the due date to it and all assessments shall be due on or before the 1st day of each year, unless otherwise voted by the Homeowners' Association. Notice of the annual assessment shall be sent every contact subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate

signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Sangamon County, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessment; remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may file a lien against the lot. Then, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or the abandonment of the owner's lot.

Section 9. Subordination of assessment lien to mortgage. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of it shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE FOUR USE RESTRICTIONS

Section 1. No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

Section 2. All driveways located upon a lot shall be constructed exclusively of concrete.

Section 3. All homeowners shall maintain "successful ground covering" at all times. "Successful" ground covering shall be established within six months of closing.

Section 4. No outside television or radio aerial or antenna, or other aerial or antenna or dish (excepting 18" DSS dishes) or signal receptacle for reception or transmission, shall be maintained on the exterior of any lot or living unit without the written consent of the Architectural Control Committee. All 18" DSS dishes will be maintained on the rear side of the roof and be no higher than five feet above the highest point of the roof.

Section 5. No spirituous, vinous or malt liquor shall be sold or kept for sale on any lot.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other generally recognized household pets; provided they are not kept, bred or maintained for commercial purpose. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect any resident or other person on the properties. Any such pet must be kept within the confines of the owner's lot or must be on a leash held by a person.

Section 7. No noxious or offensive activity shall carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quite thereof, or annoy any occupant of the neighboring property.

Section 8. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind of character whatever. No owner, tenant, guest or other person shall park, store or keep upon any lot any commercial vehicle, boat or other watercraft, motor home, trailer, camper or other transportation devices of any kind, provided, however, that an owner or tenant may park his or her privately owned vehicle in such owner or tenant's garage. No owner, tenant or other person shall repair or restore any vehicle of any kind upon any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 9. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept deposited or left on any lot or any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection.

Section 10. No signs of any kind shall be maintained or displayed on any lot except customary name and address signs, or customary signs related to the sale or rental of said lots.

Section 11. Easements for installation of utilities and drainage facilities are shown on the recorded subdivision plat. Any easement over that portion of any lot designated as "Easement" shown on the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said section with gas, electric, telephone, water, sewer or other utility service. Overhead cables, poles and wires for public utilities shall be permitted

only on such portion of any lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easement.

Section 12. Fences abutting the pedestrian walkways at Lots 9, 24, 25, 42, 43, 59, 82, 83, 97, 98, 112, 113, 160, 161, 176, 177, 191, 192, 207, 208, 219, 220, 235 and 236 shall be no more than 4 feet in height.

Section 13. These restrictions shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then adult owners of each class of members of record of said plat in said subdivision has been filed for record agreeing to change such covenants in whole or in part.

ARTICLE FIVE

OWNER OBLIGATION TO REPAIR

Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE SIX

OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) month after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE SEVEN
ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property may be annexed to the subdivision with the consent of two-thirds of each class of members.

ARTICLE EIGHT
GENERAL PROVISIONS

Section 1. Enforcement. If any person or entity shall violate or attempt to violate or permit or cause the violation of any of the covenants, conditions, or restrictions herein contained, the Association or any Owner or any easement grantee under Article Four, Section 11 hereof, may prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate or permitting or causing the violation of any of such covenants, conditions, or restriction, either to prevent the violation thereof or to recover damages for any such violation. In any action brought under this Article Eight resulting in judgment upholding the enforcement hereof, the person or entity enforcing this Uniform Amended Declaration shall also recover its actual attorney's fees and other costs incurred in prosecuting such action. No person or entity who violates the Uniform Amended Declaration and against whom legal action has been initiated may escape responsibility for such attorney's fees or other costs by voluntary compliance herewith after such action has been filed, and initiator of such action shall have the right to pursue such action to its conclusion and to obtain a judgment awarding the recovery of its attorney's fees and costs notwithstanding the voluntary compliance of such violator. The invalidation of any one or more of the covenants, conditions, or restrictions herein contained by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions, which shall remain in full force and effect.

Section 2. This Uniform Amended Declaration shall not relieve any person of any obligation for the payment of any annual or special assessment owed to the Association under any applicable provision of the Existing Restrictions as of any effective date hereof, or of any liability for any violation of any applicable provision of the Existing Restrictions occurring prior to any effective date hereof provided, however, that no claim shall ever be prosecuted or enforcement or other action taken hereunder against any person or entity for any violation of any part of the Existing Restrictions, if the act, failure to act, or condition constituting such

violation would not be a violation hereunder if occurring after any effective date hereof.

No dwelling, improvement, structure, or personal property constructed or placed on any Lot prior to any effective date of this Uniform Amended Declaration shall be deemed in violation of this Uniform Amended Declaration if such dwelling, improvement, structure, or personal property was constructed or placed upon such Lot, and has since been maintained upon such Lot, in accordance with applicable Existing restrictions, or approvals or variance granted thereafter.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contain reentry by reason of such breach shall defeat or render invalid the lien of mortgage made in good faith and for value as to the subdivision or any lot then provided, however, that such conditions shall be binding on any owner whose is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenant and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then adult owners of each class of members of record of said Plat in said subdivision has been filed for record agreeing to change such covenant in whole or in part.

ARTICLE NINE COMMON AREAS

Section 1. The covenants relating to the maintenance of common areas, etc. shall not expire and may not be changed without approval of the City Engineer.

Section 2. Ownership of the common areas, etc. shall be transferred to the Association after inspection and verification of proper construction by the City Engineer.

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Executed at Springfield, Sangamon County, Illinois, on this 24th day of November, 2003.

ST. AGNES COMPANY, INC., an Illinois Corporation, Declarant,

MAIL TO
WV

Greene & Bradford, Inc.
3501 Constitution
Springfield IL
62707

By: *Michael F. Schadolnik*
MICHAEL F. SCHADOLNIK

Its *President*

ATTEST: *Nicholas J. Caproni*

Its *Vice President*

2003R85686

12/09/2003 10:06AM

SANGAMON COUNTY
ILLINOIS

\$56.00
10
CHRISTINE

MARY ANN LANN
SANGAMON COUNTY RECORDER

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* 2 0 0 6 R 3 6 1 2 2 *

2006R36122

09/15/2006	12:19PM
REC FEE:	25.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
HMSP FEE:	10.00
TOTAL:	\$51.00
PAGES:	11

DIGMA

MARY ANN LAMM
SANGAMON COUNTY RECORDER

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

SANGAMON COUNTY

This Document
Prepared by and Return to:
BENCKENDORF &
BENCKENDORF, P.C.
101 N.E. Randolph Avenue
Peoria, IL 61606

*Invalid -
See Plat #
2008R22046*

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

FIELDS CROSSING SPRINGFIELD, LLC, an Illinois limited liability company ("Declarant"), is the owner in fee simple of that certain real property located in Sangamon County, Illinois, and known by official plat designation as HIGHLANDER ESTATES, a Subdivision of the City of Springfield, pursuant to Plat I recorded on December 9, 2003, in the Office of the Recorder of Deeds, Sangamon County, Illinois, as Document No. 2003R85685 ("Subdivision"), said real property being specified hereinafter and in the Sheriff's Deed recorded on June 13, 2006, as Document No. 2006R21556, and by the Corrected Sheriff's Deed recorded on ~~August~~ ^{September} 1, 2006 as Document No. 2006R 34116. Pursuant to Article Eight, Section Three of the Master Declaration of Covenants, Conditions and Restrictions recorded on December 9, 2003, as Document No. 2003R85686 ("Declaration"), Declarant hereby modifies said Declaration as follows:

This First Amendment to the Declaration shall include and be applicable to the following real estate located in the Subdivision:

Parcel I:

Part of the West Half of the Southwest Quarter of Section 8, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at a point on the South line of said Section, 61.75 feet East of the Southwest corner of said Section; thence East on the Section line 1,228.05 feet to the Quarter Quarter Section line; thence North on the Quarter Quarter Section line 610.00 feet; thence West parallel to the South line of said Section 1,250.22 feet; thence South parallel to the West line of said Section 477.86 feet; thence Southeasterly 134.45 feet to the Point of Beginning.

P.I.N.: 23-08-300-005

Parcel II:

Part of the West Half of the Southwest Quarter of Section 8, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Section; thence East 1,291.62 feet on the Quarter Section line; thence South on the Quarter Section line 2,033.13 feet; thence West, parallel to the South line of said Section 1,250.22 feet; thence North parallel to the West line of said Section 555.54 feet; thence deflecting to the right 78 degrees 03 minutes 00 seconds, 397.40 feet; thence deflecting to the left 44 degrees 49 minutes 00 seconds, 156.85 feet; thence deflecting to the left 36 degrees 11 minutes 00 seconds, 129.65 feet; thence deflecting to the left 87 degrees 03 minutes 00 seconds, 508.00 feet to the West line of said Section; thence North 1,154.40 feet to the Point of Beginning; EXCEPT all property included in the final plat of HIGHLANDER ESTATES, Plat No. 1, recorded December 9, 2003, as Document No. 2003R85685.

P.I.N.: 23-08-300-004 (future 23-08-300-008)

Parcel III:

Lots 1 through 31 of HIGHLANDER ESTATES, Plat No. 1, situated in Sangamon County, Illinois;

P.I.N.: 23-08-305-001, 23-08-305-002, 23-08-305-003, 23-08-305-004, 23-08-305-005, 23-08-305-006, 23-08-305-007, 23-08-305-008, 23-08-304-007, 23-08-304-008, 23-08-304-009, 23-08-304-010, 23-08-304-011, 23-08-304-012, 23-08-306-001, 23-08-306-002, 23-08-304-001, 23-08-304-002, 23-08-304-003, 23-08-304-004, 23-08-304-005, 23-08-304-008, 23-08-303-007, 23-08-303-008, 23-08-303-009, 23-08-303-010, 23-08-303-011, 23-08-303-012, 23-08-306-003, 23-08-306-004 and 23-08-306-005

Commonly known as: 3001 Laxford Drive, 3005 Laxford Drive, 4100 Garry Drive, 4104 Garry Drive, 4108 Garry Drive, 4112 Garry Drive, 4116 Garry, 4120 Garry Drive, 4121 Garry Drive, 4117 Garry Drive, 4113 Garry Drive, 4109 Garry Drive, 4105 Garry Drive, 4101 Garry Drive, 2929 Laxford Drive, 2925 Laxford Drive, 4100 Blair Drive, 4104 Blair Drive, 4108 Blair Drive, 4112 Blair Drive, 4116 Blair Drive, 4120 Blair Drive, 4121 Blair Drive, 4117 Blair Drive, 4113 Blair Drive, 4109 Blair Drive, 4105 Blair Drive, 4101 Blair Drive, 2921 Laxford Drive, 2917 Laxford Drive and 2913 Laxford Drive, all in Springfield, Illinois 62707

This First Amendment to the Declaration shall not include or be applicable to the following real estate located in the Subdivision:

Lots 32 through 58 and 1002 of HIGHLANDER ESTATES, Plat No. 1, situated in Sangamon County, Illinois;

P.I.N.: 23-08-303-001, 23-08-303-002, 23-08-303-003, 23-08-303-004, 23-08-303-005, 23-08-303-006, 23-08-302-007, 23-08-302-008, 23-08-302-009, 23-08-302-010, 23-08-302-011, 23-08-302-012, 23-08-306-006, 23-08-306-007, 23-08-306-008, 23-08-302-001, 23-08-302-002, 23-08-302-003, 23-08-302-004, 23-08-302-005, 23-08-302-006, 23-08-301-001, 23-08-301-002, 23-08-301-003, 23-08-301-004, 23-08-301-005, 23-08-301-006, and 23-08-301-007

Commonly known as: 4100 Newtonmore Drive, 4104 Newtonmore Drive, 4108 Newtonmore Drive, 4112 Newtonmore Drive, 4116 Newtonmore Drive, 4120 Newtonmore Drive, 4121 Newtonmore Drive, 4117 Newtonmore Drive, 4113 Newtonmore Drive, 4109 Newtonmore Drive, 4105 Newtonmore Drive, 4101 Newtonmore Drive, 2909 Laxford Drive, 2905 Laxford Drive, 2901 Laxford Drive, 4116 Destiny Drive, 4120 Destiny Drive, 4124 Destiny Drive, 4128 Destiny Drive, 4132 Destiny Drive, 4136 Destiny Drive, 4109 Destiny Drive, 4113 Destiny Drive, 4117 Destiny Drive, 4121 Destiny Drive, 4125 Destiny Drive, 4129 Destiny Drive, Lot 1002 Destiny Drive, all in Springfield, Illinois 62707.

Article One is hereby modified by deleting Section 2 in its entirety and replacing it with the following:

“Section 2. Effective as of June 13, 2006, ‘Declarant’ shall mean Fields Crossing Springfield, LLC, an Illinois limited liability company.”

Article Two is hereby modified by renumbering Section 2 to Section 6 and inserting the following as the new Sections 2 through 5:

“Section 2. Formation of Association. The Association shall be formed on the earlier of: (i) the sale of all of the Declarant’s interest in the Subdivision, or (ii) upon written approval by the Declarant for formation of the Association subsequent to the sale of seventy-five percent (75%) of the total Lots in the Subdivision. The Association shall not be deemed formed until written notice of the formation of the Association has been recorded in the Office of the Sangamon County Recorder of Deeds and indexed to each Lot in the Subdivision.

Section 3. Powers and duties of Association. Once formed, the Association shall have the following power and duties:

a. *Enforcement of Restrictions:* The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf and shall be entitled to recover reasonable attorney fees and costs with respect to any such suit.

b. *Maintenance*: The Association shall be responsible for the care, maintenance and upkeep of the common areas and entryways of the Subdivision, if any, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Declarant or the Association for maintenance of Subdivision signs, lighting, landscaping or common areas.

c. *Construction Approval*: Upon written grant of authority from the Declarant, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.

d. *Power to Assess*: The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. *Declarant's Rights*: Upon written grant of authority from the Declarant, the Association shall have all rights otherwise reserved to the Declarant.

f. *Indemnification*. The Association shall indemnify and hold harmless the Declarant against all expenses (including attorney fees), judgments, claims or demands incurred with respect to any suit, proceeding or other action arising out of its actions or inactions with respect to the Subdivision, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

Section 4. Organization and operation of the Association. Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

Section 5. Initial meeting and organization of Association. Notice of the initial meeting of the Association shall be provided by the Declarant by either the delivery of mailing of notice, regular mail, to each Lot Owner in the Subdivision, or by the posting of a notice of the meeting in at least three (3) conspicuous locations in the Subdivision at least fourteen (14) days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least fourteen (14) days. The Declarant may conduct the initial meeting until such time as the first election of trustees. If the Declarant should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be

scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.”

Article Two is further modified by amending the second paragraph of the new Section 6 (Class B) in its entirety to read as follows:

“Class B: Class B members shall be Declarant, who shall be entitled one vote for each Lot owned. No assessments shall be made on Class B members. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals seventy-five percent (75%) of the total votes outstanding in the HIGHLANDER ESTATES Homeowner’s Association, or at such time as Declarant elects to convert the Class B membership to Class A membership, whichever occurs first. No assessments shall be made on Declarant once Class B membership is converted to Class A membership.”

Article Two is further modified by adding the following as Sections 7 through 9:

“Section 7. Election of Trustees. At the initial meeting of the Association, each Lot Owner shall be entitled to cast one (1) vote for each Lot owned as set forth in Article Two, Section 6 for the election of Trustees of the Association. Those three (3) individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

a. *Budget:* The Trustees shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and organization cost with a reasonable reserve.

b. *Assessment:* The Trustees shall provide for the assessment of fees to each Lot Owner in an amount necessary to provide the estimated funds required pursuant to the budget.

c. *Employment:* The Trustees shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting or other professional services as may be required by the Association.

d. *Creation of By-Laws:* The Trustees shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

e. *Payment of Invoices:* The Trustees shall pay the bills of the Association and maintain accounts, books and records in accordance with standard accounting practices.

Section 8. Provisions relating to Trustees. Unless and until the Association adopts new by-laws, each Trustee shall be elected for a period of two (2) years, provided, however, that the two (2) Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one (1) year, with their successors to be elected for two-year terms. The Trustees shall provide for a least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of the new Trustees, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all Lot Owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three (3) places in the Subdivision. Trustees shall not be entitled to receipt of compensation for their acts as Trustees, nor shall any Trustee receive compensation for professional advice provided to the Association (except reimbursement for reasonable out of pocket expenses.) Absent fraud or gross negligence, no Trustee shall be personally liable for any act or failure to act on behalf of the Association.

Section 9. Merger of Association. Upon receipt of written approval of fifty percent (50%) of the Lot Owners in the Subdivision, the Association may merge with homeowners associations for contiguous subdivisions.”

Article Three is hereby modified by deleting Section 3 in its entirety and replacing it with the following:

“Section 3. All home purchasers shall pay an initial fee payable and due to the Association at the time of closing, regardless of the date of the closing, if so required by Declarant. Any fees or assessments shall be payable to Declarant or the Association commencing upon the date required by Declarant, with notice of said requirement being provided to all Owners.

The annual assessment may not be increased by more than six percent (6%) without a vote of the Members. The annual assessment may be increased by more than six percent (6%) by a written ballot of two-thirds (⅔) majority of each class of Members.”

Article Four is hereby modified by adding the following to the end of Section 12:

“No chain link enclosures or fences shall be permitted within the Subdivision. Wood and other types of fences shall be permitted, but only after obtaining written approval from the Declarant.”

Article Four is further modified by deleting Section 13 in its entirety and inserting the following as the new Sections 13 through 29:

“Section 13. Property Use. The Subdivision and all Lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal or other business purposes.

Section 14. Setback Lines: The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Such structures shall also not be erected or maintained at any given point closer to the side or rear lot lines than allowed by the City of Springfield.

Section 15. Footage Requirements. As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basements, of not less than 1,400 square feet. Residences of more than one level shall have a total living area of not less than 1,950 square feet, exclusive of garage and basement. No residence shall exceed two and one-half (2 ½) stories in height. The requirements set forth in this Section shall not apply to Lots 16 and 26 through 31.

Section 16. Permitted Exteriors. No wall board, sheet metal, tar paper or roofing paper shall be used for any exterior wall covering or roofs. Stone-brick, wood, aluminum, vinyl and stucco style materials shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No less than thirty-three and one-third percent (33 ⅓ %) of the frontage of each residence shall be constructed using full masonry bricks only. The brick frontage requirement set forth in this Section shall not apply to Lots 16 and 26 through 31.

Section 17. Garages. Each residence constructed on a Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location.

Section 18. Sewage Requirements. All residences shall connect with public sanitary storm sewers.

Section 19. Excavation. All materials excavated from any Lot in the Subdivision shall not be removed from the Subdivision unless permission is granted in writing by the Declarant.

Section 20. Swimming Pools. All swimming pools must be enclosed by fencing approved by the Declarant and shall, in all respects, comply with the applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Only in-ground pools shall be permitted, except for moveable children's wading pools.

Section 21. Sidewalks. Sidewalks must be installed by and at the expense of a Lot Owner upon the earlier of: (i) six (6) months after completion of construction of a residence on the Lot, (ii) when required by governmental authority, or (iii) within two (2) years of completion of construction of residences on eighty percent (80%) of the Lots constituting the Subdivision. Details as to sidewalk size, placement and materials are to be supplied by the Declarant, with all sidewalks to be in conformity with the other sidewalks in the Subdivision. Sidewalks with respect to houses constructed by or on behalf of the Declarant shall be installed at the expense of the Declarant.

Section 22. Declarant Approval. No residence, tower, satellite dish of any size or swimming pool shall be erected, placed or altered on any Lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Declarant. The Declarant, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications and site plans shall be submitted before commencement of any construction on a Lot. One copy of said building plans, specifications and site plans shall be retained by the Declarant. The Declarant, at Declarant's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Declarant fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by the Declarant, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by the Declarant prior to continuation of construction.

Section 23. Certificate of Occupancy. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a certificate of occupancy (if required by a governmental agency) has been issued.

Section 24. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. However, the Declarant, at Declarant's sole discretion, may permit an entire Lot or a portion of a Lot to be added to an

adjacent Lot to create a larger lot, provided that the location of the building setback lines shall be modified to reflect the new size of each lot.

Section 25. Foliage removal. No trees or other significant foliage, other than trees or foliage which are dead, hazardous or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any Lot without the consent of the Declarant.

Section 26. Property maintenance. All Lot Owners shall keep their property well maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Declarant shall attempt to notify the Owner of said Lot in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Sangamon County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, the Declarant may undertake any such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by the Declarant may be charged to the Lot Owner, and, at the option of the Declarant, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the owner's property by foreclosure in the same manner as mechanic's liens or by any other method permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorney fees and court costs shall be recoverable for enforcement of such lien.

Section 27. Outbuildings. No outbuildings or storage sheds of any kind shall be allowed within the Subdivision, other than those built on Outlot areas by Declarant.

Section 28. Commencement of construction. Any individual or entity acquiring a Lot from the Declarant must commence construction within thirty-six (36) months after the conveyance of title, unless a written extension is granted by the Declarant. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the Declarant shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a dwelling is commenced but not completed within the allotted time, the Declarant shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price, plus ninety percent (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 to be appointed by the Declarant, and, if necessary, a third arbitrator to be appointed by the first two arbitrators, with a decision of the

majority of arbitrators to be binding upon both the Declarant and the Lot Owner. Costs of the arbitration shall be equally shared between the Declarant and the Lot Owner.

Section 29. Outdoor lighting. All Lot Owners, upon completion of construction of the residence, shall install and maintain in the front area of their Lot suitable, Declarant-approved, photo cell lighting for night illumination of the frontage area of their Lot unless adequate street lighting is otherwise provided. Said lighting shall contain an electric eye for automatic on/off operation.”

Article Eight is hereby modified by deleting Section 3 in its entirety and replacing it with the following:

“Section 3. Amendments of Restrictions/Plats. Until the Declarant divests itself of all interest in all Lots of the Subdivision, the Declarant shall retain the right to amend, modify or annul any of the covenants, conditions and restrictions detailed herein or on the Plat of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Sangamon County, Illinois. Upon the sale of all of the Declarant’s interest in the Subdivision, this Declaration may be amended by the affirmative vote of two-thirds ($\frac{2}{3}$) 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 Declarant’s sale of any Lot, no amendment of this Declaration 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 Declarant as expressed herein.”

Article Eight is further modified by inserting the following as new Sections 7 through 11:

“Section 7. Assignment by Declarant. The Declarant shall have the right to sell, assign, transfer or convey the rights of the Declarant. Any such transfer shall be in writing and recorded in the office of the Recorder of Deeds, Sangamon County. The Declarant may, from time to time, appoint a designated agent to act for the Declarant, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative.

Section 8. Certificate of Compliance. Upon receipt of a written request by the Owner of any Lot, plus payment of a reasonable fee if so required, the Declarant will issue a Certificate of Compliance stating that the building or buildings on said Lot comply with this Declaration, if such is the fact to the best of the Declarant’s knowledge. Such Certificate shall not be conclusive as to matters of survey.

Section 9. Limitation of liability. In no event shall any action or inaction by the Declarant in regards to the Declarant’s powers or duties expressed herein constitute or give rise to any liability against the Declarant, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

Section 10. No reserve accounts. The Declarant shall not be required to maintain or fund any reserve accounts to provide for capital expenditures, replacements or contingencies with respect to any common areas including, without limitation, all signage easements, if any.


Section 11. Outlots. All Outlots shall be subject to the restrictions set forth in the Plat of the Subdivision.”

In Witness whereof, Declarant has caused its name to be signed to this Amendment on this 31st day of August, 2006.

FIELDS CROSSING SPRINGFIELD, LLC,
an Illinois limited liability company,

BY:

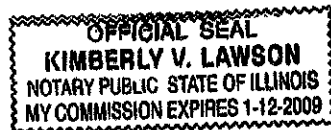
FIELDS CROSSING, LLC, an Illinois
limited liability company, Manager

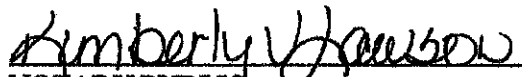
By: 
TIMOTHY F. SHEA, Managing Member

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TIMOTHY F. SHEA, personally known to me to be the Managing Member of Fields Crossing, LLC, an Illinois limited liability company, Manager of FIELDS CROSSING SPRINGFIELD, LLC, an Illinois limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument as such Managing Member and, as the free and voluntary act of said limited liability company for the uses and purposes therein set forth and on his oath state that he is duly authorized to execute said instrument.

Given under my hand and Notarial Seal this 31st day of August, 2006.




NOTARY PUBLIC

Fields Crossing Springfield, LLC 3122