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**STONEFIELD CROSSING
RESIDENTIAL COVENANTS AND RESTRICTIONS**

THIS RESIDENTIAL COVENANTS AND RESTRICTIONS (the "Declaration") is made this 2nd day of October 2015, by Stonefield Crossing Homeowners Association, an Illinois Not for Profit Organization. This document is a conveyance made subject to the Amended and Restated Declaration of Covenants, Restrictions and Easements recorded in Book 3648 on page 1890 as Document A01669941, and Book 4254 page 2127 through 2159 as Document A01942588, and all other prior Declarations of Covenants, Conditions, Restrictions and Easements of Stonefield Crossing recorded in the Recorder's Office of St. Clair County, Illinois, together with the Documents attached to the Declarations as Exhibits. These Covenants and Restrictions (C&Rs) are legally defined to run with the land and shall be binding on all parties and all persons who now own, or who may thereafter own property in Stonefield Crossing and such persons are specifically given the right to enforce these Covenants and Restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violations thereof. These Covenants and Restrictions are subject to change in whole or part by vote of a majority of the Members in Good Standings of the lots. This Declaration shall not be construed as permitting any action prohibited by 765 ILCS 605/18.5 ("Master Association Statute") nor prescribing any action mandated by the 765 ILCS 160 Common interest community Association Statute. In the event of any conflict, the terms of the Master Association Statute shall govern and control.

PREAMBLES

A. Stonefield Crossing consists of subdivided real estate consisting of 121 lots for single family residential housing in the County of St. Clair, State of Illinois, legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"). The Association (hereinafter further defined in Article I) desires to maintain Stonefield Crossing Subdivision as a single family residential development.

B. The Stonefield Crossing Homeowners Association (SFCHOA) was incorporated by the developer, SRS Construction. As described in the original Declaration, and subsequent Special Amendments, all Owners of Lots in Stonefield Crossing are Members of the Association as a condition of acquiring the Mortgage, Deed, or Title and Membership shall be appurtenant to and may not be separated from ownership of any Lot.

NOW, THEREFORE, The Association hereby declares that the Property is, and shall be owned, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 "Association" or "Home Owners Association" or "HOA" shall mean Stonefield Crossing Homeowners Assoc., Inc., an Illinois not-for-profit organization.
- 1.2 "Board" shall mean and refer to the Board of Directors, Board Members or Officers of the Association.
- 1.3 "Developer" shall mean and refer to SRS Construction Development, Inc., an Illinois Corporation,
- 1.4 "Dwelling" shall mean any building located on a lot and intended for the shelter and housing of a Single Family (hereafter defined) residence. Dwelling shall include any Improvement (hereafter defined) attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.5 "Improvement" or "Improvements" shall mean and include any Dwelling, any and all buildings, driveways, pedestrian walkways, fences, decks, patios, sidewalks, and all other structures or improvements of every kind and descriptions.
- 1.6 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Developer, which designates a part of the property as a Lot for the purposes of the Declaration.
- 1.7 "Deed" shall mean the deed conveying a Lot to an Owner.

1.8 “Mortgage” shall mean either a mortgage or deed of trust creating lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

1.9 “Common Area” shall mean any area designated on the subdivision Plat or any other area that the Association owns or will own for which it has ownership and maintenance requirements as provided herein.

1.10 Blank

1.11 “County” shall mean St. Clair County, State of Illinois.

1.12 Municipality” shall mean the Village of Swansea, Illinois, an Illinois municipal corporation.

1.13 “Owner” shall mean and refer to the record mortgage or deed of trust or deed owner, whether one or more Persons (herein defined), of fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.14 “Person” or “Persons” shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.

1.15 “Plans and Specifications” shall have the meaning set forth in Section IV.

1.16 “Property” shall mean and refer to the real estate legally described in Exhibit “A” attached hereto and made a part hereof.

1.17 “Substantial Completion” and “Substantially Complete” shall mean the date on which the Municipality issues an occupancy permit to the owner. All construction of Improvements must be Substantially Complete no later than twelve (12) months from the time construction begins. In the event of a dispute as to whether or not any improvement is Substantially Complete, such dispute shall follow the procedures outlined in paragraph 5.7., of which the outcome shall be binding on all parties.

1.18 “Single Family” shall mean one or more persons, each related to the other by blood marriage or adoption, a group of not more than three persons not all so related, maintaining a common household in a Dwelling or as otherwise defined by any fair housing laws in the State of Illinois or by federal law, as amended from time to time, or as allowed by Municipal Documents or the Municipality.

1.19 “Special Amendment” shall have the meaning set forth in Article VIII.

1.20 “Member” shall mean each Owner of a Lot in the Subdivision.

1.21 “Village” shall mean the Village of Swansea, Illinois, an Illinois Municipal Corporation.

1.22 “Member In Good Standing” or “Members in Good Standing” shall mean the Owner or Owners, whether one or more persons, who are documented by the Board as not being in default of the Stonefield Crossing Residential Covenants and Restrictions.

ARTICLE II

*Declaration Purposes and Property
Subjected to Declaration*

2.1 The Association desires to maintain on the Property a Single-Family development for current and future owners of Lots for the following general purposes:

(a) The Association desires to maintain upon the Property, through its Officers and Board of Directors, a harmonious, Single-Family community by the imposition of its covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions, restrictions and easements set forth herein and the reservation of certain powers as herein contained, Association's intention is to enhance and protect the values of the homes of this Single-Family residential community.

(c) The Association desires to (i) prevent improper use of Lots, which may depreciate the value of the Subdivision; (ii) prevent the construction of buildings containing improper or unsuitable materials and colors; (iii) ensure adequate and reasonable development of the Property, including without limitation, adequate maintenance of the exterior of the Dwelling located within the Subdivision, which includes lawn moving, snow removal, trash pickup, roof maintenance, painting, and landscaping; (iv) ensure adequate and reasonable development of the Common Areas, including without limitation, adequate maintenance of the exterior of any Dwellings, which includes lawn moving, snow removal, trash pickup, roof maintenance, painting, and landscaping; (v) encourage the construction of attractive improvements on the Property; and (vi) prevent haphazard development.

2.2 To further the general purpose herein expressed, the Association, hereby declares that the Property at all times is and shall be held, transferred, sold, and conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

ARTICLE III

Specific Restrictions

3.1 All Lots shall be used only for Single-Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition; shall promptly remove all paper, debris and refuse; and shall comply with all applicable governmental codes to include Municipal Documents.

3.2 All exterior improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, regulations (collectively "Regulations") then (except for the provisions of the Municipal Documents) such conflict shall be resolved by the Architectural Control Committee (ACC) or by application of the more stringent provision providing the higher or better quality result, whichever the ACC decides.

- 3.3 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.
- 3.4 No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.
- 3.5 No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened.
- 3.6 No Lot shall be planted with anything other than lawn grasses and neighborhood appropriate landscaping to include trees, bushes, scrubs, and flowers, and must be mowed and maintained on a regular basis.
- 3.7 Trucks, boats, motor homes, trailers, recreational vehicles, or other mobile vehicles (other than automobiles) may remain in the driveway for a period of up to five (5) days, thereafter, shall at all times be parked in the garage of the Dwelling, except as may be allowed by Rules and Regulations established by the Association.
- 3.8 Street parking is only for temporary and visitor parking directly in front of Owner's Lot.
- 3.9 No trucks, trailers or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries.
- 3.10 No vehicle that leaks oil or other materials shall be parked on the street or on the common area.
- 3.11 No portion of a Lot, driveway, street or other location outside the exterior wall of the garage may be used for purposes of blocking, jacking, or repairing any automobile, van, trailer, truck, or other vehicles for any period of time. Minor maintenance on daily use vehicles, to include oil changes, detailing and basic care shall be permitted in the driveway, any maintenance lasting longer than two (2) days shall take place within the confines of the garage.
- 3.12 No wild, vicious, animals that are poisonous to humans or other animals normally considered livestock shall be kept on any Lot or within the confines of any Improvement thereon. The commercial breeding or keeping of any animal, reptile, etc. for sale or profit is expressly prohibited.
- 3.13 The erection of any communication antennae, satellite dishes larger than 24-inches in diameter, or similar devices shall not be allowed unless located in the back yard of the Lot and completely screened from view from all streets or except as otherwise allowed by federal law.
- 3.14 Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly.
- 3.15 Except for the trees and plantings, which exist at the time this Declaration was recorded, no other trees plantings, shrubbery, fencing, patios, structures, or other obstructions of any kind whatsoever shall be allowed in any such areas which would alter the rate or direction of flow of water from any Lot by impounding water, changing grade blocking or redirecting swales, ditches or drainage areas or otherwise.

3.16 Each Owner acknowledges that the trees and other landscape items, which presently exist in common areas, are for the benefit of the entire Development and each Owner is prohibited from removing any trees or other natural growth located on the Lots.

3.17 The storage of tools, landscaping instruments, household effects, empty or filled containers, boxes, bags, trash, firewood, air conditioning equipment, materials or other items that shall in appearance detract from the aesthetic values of the Subdivision shall be so placed and stored to be substantially concealed from view from the public right of way. If concealed with landscaping the Owner must ensure they are concealed year round.

3.18 No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot, except in sanitary containers located in the garage of the Dwelling or in concealed areas as designated by any rules and regulations of the Association, except on collection days upon which said containers may be placed near the public right of way for collection and should be removed as soon as possible on same day as pickup.

3.19 At the filing date of this document and beyond no aboveground pools may be erected on any Lot. Homeowners must consult ACC prior to placing any pools or hot tubs on any lot to insure placement and installation meet municipal codes.

3.20 Vegetable gardens may be planted for personal use and shall be permitted in rear and side yard only. Temporary structures used during growing season must be disassembled when not in use or during the winter months. All gardens must be properly maintained and shall not in appearance detract from the aesthetic value of the Subdivision and shall be placed to be substantially concealed from view from the public right-of-way.

3.21 Non-street legal, motorized vehicles not requiring registration with the State of Illinois shall be prohibited from the public roads within the subdivision (excluding construction, landscaping, and maintenance equipment).

3.22 No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted for use in boring for oil or natural gas be erected, maintained or permitted on any Lot.

3.23 No structure of a temporary character, mobile home, pole barn, trailer, tent, shack, barn, shed, log homes, modular or double-wide mobile home, A-frame, underground homes, moveable building or any other outbuilding shall be used on any Lot at any time as a residence or as a storage facility, either temporarily or permanently without the approval of the ACC.

3.24 All exterior construction and landscaping must be completed within twelve (12) months after commencement.

3.25 There shall be no storefront businesses, either retail or wholesale, trade or professional activity located on or conducted from any Lot or building thereon. Home Offices and small home-based businesses (such as direct selling and independent distributorships) shall be allowed so long as the Owner does not violate the parking provision.

3.26 No business vehicles, including trucks (larger than $\frac{3}{4}$ ton pick-up) or any similar vehicles used for business purposes shall be parked on any public way or any property unless same are parked within an enclosed garage. This prohibition shall not apply to the vehicles of service or utility establishments, mercantile or construction businesses while engaged in the rendering of

services or performance of the business with the inhabitants of the Subdivision or for the Subdivision itself.

3.27 No signs of any kind shall be displayed to the public eye on any Lot except:

(a) One sign of not more than two (2) feet on a side, the purpose of which shall be to advertise the Lot for sale or rent.

(b) Signs used to advertise a yard sale or other such temporary events are allowed, not to be posted for longer than the week of the event.

(c) Temporary or permanent signs used to advertise any business are expressly prohibited.

(d) Signs used by the association to notify homeowners of upcoming events may be placed as necessary to ensure adequate notification as determined by the board or as required by 765 ILCS 160.

3.28 No recreational apparatus will be permitted in any front, or side yard, or side yard next to a platted street. Temporary clothes lines are allowed in the back yard for short periods of time (ie., hours not days). In addition to others provided herein recreational apparatus, including swing sets, child wading pools, basketball courts, playground equipment, satellite dishes, or similar devices shall only be located in the backyard. A basketball pole with backboard will be permitted next to driveway as long as it does not block the sidewalk. The ACC shall have discretion in determining what constitutes a front or side yard.

3.29 All exterior lighting, including but not limited to directional lighting, shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner. Dusk to Dawn lights are not permitted. ACC has discretion regarding recreational lighting and the determination of whether lighting is a visual nuisance to adjoining lot or nearby owner.

3.30 Upkeep of the mailbox is the responsibility of the Owner.

3.31 No gas, oil, or fuel tank shall be permitted on any Lot with the exception of standard size propane tanks (20 lbs. or less) associated with a barbeque grill or a standard size gas cans (5 gal or less) for lawn equipment without the approval of the ACC.

3.32 No Lot in the Subdivision may be further divided except upon the express written approval of the HOA.

ARTICLE IV

Architectural Controls

4.1 Except for Improvements constructed by Developer, no Improvement, whether original or replacement temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of ACC obtained in the manner hereinafter set forth. Approvals or denials under this Article IV may be withheld in sole and absolute discretion of the Board. Each contractor-builder or any affiliate or subsidiary of, or other entity controlled by or in common control with the contractor-builder shall acknowledge in writing that they will

comply with the provisions and limitations set forth in Articles III and IV of this Residential Covenants and Restrictions, and provide the written acknowledgement to the Stonefield Crossing Homeowners Association Board prior to planning any Improvement of Property in Stonefield Crossing.

4.2 In order to secure ACC approval of any proposed improvement or Improvements, the Owner shall submit to ACC a complete set of the following:

(a) The Lot site plan, as prepared by the Owner or Owner's architect or builder, showing, among other things, the location and dimension of all intended Improvements.

(b) Drawings, plans and specifications, as prepared by the Owner or Owner's architect or builder of all exterior surfaces, the location of the improvement on the Lot, showing elevations and grade and the damage to any trees or existing landscape items, including without limitation the color, quality and type of exterior construction materials.

(c) All such other information ACC may require to determine the location, scale, design, character, style and exterior appearance (including the color of exterior surfaces) of owner's intended Improvements, including without limitation fences, walls or other dividing elements.

(d) The grading plan must show all the trees, which are five (5) inches or more in diameter when measured at three (3) feet above the ground and that will need to be removed during the construction process.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration.

4.3 Within fifteen (15) days after ACC's receipt of the Plans and Specifications, ACC shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the ACC. If ACC fails to so approve or disapprove the Plans and Specifications within said fifteen (15) day period, then ACC's approval shall be conclusively presumed.

4.4 If ACC shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required by the ACC and shall deliver one (1) complete set of revised Plans and Specifications to ACC. ACC shall have fifteen (15) days after receipt of said revised Plans and Specifications to determine whether Owner has complied with ACC's requested changes. If ACC fails within said fifteen (15) day period to advise the Owner in writing whether ACC approves or disapproves any such revised Plans and Specifications, then ACC's approval shall be conclusively presumed. If ACC shall disapprove all or any portion of said revised Plans and Specifications, Owner shall review the Plans and Specifications in the manner set forth in this Section until such time as ACC shall approve or be deemed to have approved said Plans and Specifications.

4.5 The Owner shall secure the approval of ACC with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV.

4.6 Neither Board, nor any of its agents, attorneys, shareholders, employees, licensees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment negligence or nonfeasance arising

out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7 The provisions of Article IV of this Declaration shall not apply to any Improvements installed or completed by the Board or any affiliate or subsidiary of or other entity controlled by or in common control with the Board.

4.8 Each builder shall acknowledge the provisions of this Article IV. Each builder or Owner shall be required during the construction process to install adequate siltation control measures and drainage control measures on each Lot so that no debris, dirt, or flooding occurs to any other Lot of Common Area in the Subdivision, including without limitation, mud on the streets or sidewalks. All excess soil or other construction materials shall be removed immediately after the Dwelling is Substantially Complete. In addition each builder and Owner is required to repair any damage to any of the improvements within the Subdivision such as to sidewalks public streets or rights of way and landscaping. Construction may only be permitted Monday through Saturday during the hours of 7:00 am to 6:00 pm. All workers must vacate the Subdivision after this time except in the event of an emergency. Each Owner must ensure that its Lot is kept in a neat and orderly manner during the construction of the Improvements. In the event any builder or Owner fails to comply with same that builder or Owner shall be in default and the Board may pursue all remedies at law or equity under the remedies Section, which are specifically enumerated in this Declaration, it being understood that all remedies are cumulative.

4.9 The improvement defined in the "Plans and Specifications" should meet or exceed the following requirements/criteria:

(a) The minimum living area of the main structure erected on any Lot shall be no less than eighteen hundred (1800) square feet in a one-story structure and shall have a minimum attached two (2) car garage. For computing the allowable minimum floor area specified herein, only floor area used for actual living space shall be allowed. The floor area of basements, porches, breezeways, verandas, terraces, outside steps, platforms, and garages shall not be included in the computation.

(b) The outside walls of all Dwellings erected or placed on any Lot shall be constructed of at least fifty percent (50%) brick, stone, stucco or Draining Exterior Insulation Finishing System ("D.E.I.F.S.").

(c) All footings shall be pierced and rodded. Basement walls shall be rodded under and over windows when possible with a minimum of two #4 re-bar in footings and #4 re-bar spaced on two-foot centers vertically in walls. No exposed concrete on the foundation is permitted, except for 6-8 inches at grade with siding and D.E.I.F.S:

(d) Shingles shall be asphalt, architectural shingles or a better quality. Roof pitch must be at least 6 vertical to 12 horizontal pitch either gabled, hipped or a tasteful combination. Not flat roofs are allowed. Lower pitches for minor areas of the roof may be considered for review.

(e) Each Lot with a Dwelling shall have a garage fully capable of housing a minimum of two (2) automobiles but not more than four (4). Garages shall be attached to the Dwelling structures.

(f) All birdhouses mounted on poles or any other structure mounted on a pole or over six feet above ground must be approved by the ACC.

(g) Any wells designed for a geo-thermal heating and cooling must be approved by the ACC, including location and type of cover:

(h) All sites must have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the Owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said Owner's Lot and onto any adjoining property of public right of way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent Lot without the need for retaining walls.

(i) All vent piping that exits on a roof area is to be located on the rear of the roof. Prefab fireplace inserts are required to be encased with a chimney enclosure of vinyl siding, masonry, stucco or D.E.I.F.S. All chimneys located on the front or sides if any Dwelling shall be made of brick, stone, stucco, D.E.I.F.S. or cultured stone.

(j) Each Dwelling shall have a driveway, exclusive of the garage, paved with concrete thereon for at least two (2) full-sized automobiles. The ACC must approve the driveway location.

(k) No Dwelling shall be located on any Lot nearer than the front building line as stated on the Subdivision Plat. No Dwelling shall be located nearer than ten (10) FEET FROM THE SIDE Lot line and twenty-five (25) feet from the rear Lot line. For the purpose of this provision, eaves, steps and open porches shall not be considered as part of the Dwelling providing, however, that this shall not be construed to permit any portion of a Dwelling on a Lot to encroach upon another Lot.

(l) The development concept of Stonefield Crossing Subdivision emphasizes preserving the natural beauty and aesthetics of the land. Therefore, all fences, walls or other dividing elements must be approved by the ACC as to design and location. In the event that an in-ground pool is constructed by the Owner on a Lot, a wrought-iron fence or aluminum wrought-iron type fence, subject to approval by the ACC, is permitted around the pool and/or decking.

(m) No chain link fences shall be permitted. Fences of wood, decorative vinyl or wrought iron may not exceed six (6) feet in height and the detail of the Fence must be shown on the Plans and Specifications. All fences shall require the express written approval of ACC.

(n) No outbuilding shall be allowed, except as approved by the ACC.

ARTICLE V

Homeowner's Association

5.1 The Association has formed an Illinois not-for-profit corporation, which is known as the Stonefield Crossing Homeowners Assoc., Inc. that provides for maintenance and operation of the Common Areas, if any, the maintenance to the exterior of the Dwellings as provided herein and other enforcement provisions of this Declaration as provided herein.

5.2 The Association shall have a Board of not less than three (3) directors who shall be elected by the Members In Good Standing at such intervals as prescribed in the articles of incorporation

and By-Laws (a substantial copy of which is attached hereto as “Exhibit B” and made part hereof). The Association shall provide (i) that vacancies on the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or By-Laws and (ii) that the Board and subsequent Boards shall be appointed by Members In Good Standing with sole and absolute discretion. All members of the board (Directors, Board Members, Officers and Committee Members) shall be Members In Good Standing.

(a) The Association shall have such Directors, Board Members and Officers as shall be appropriate from time to time, who shall manage and conduct the affairs of the Association under the direction of the Association. Except as expressly provided otherwise by the articles of incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and under the direction of the Association, and shall not be subject to the approval of the Association Members In Good Standing. The Board shall not be liable to the Owners, Members, or any others for any mistake of judgment or any acts or omissions made in good faith as such members of the Board.

5.3 The Board elected by the members of the HOA in accordance with this Section 5, exercise control over all Association matters.

5.4 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude a contractor-builder from membership if they own one or more Lots.

(a) Each Member In Good Standing shall be entitled to one (1) vote for each Lot owned by him or her on each matter submitted to a vote of members. If a Member In Good Standing announces that the Lot is co-owned (not meaning spousal co-ownership) then only one additional vote may be casted by a co-owner if present during the meeting, provided that proof of Lot co-ownership is presented to the Board during the vote.

5.5 The Board, acting on behalf of the Association and given the authority by a vote of the majority of Members In Good Standing present or by proxy (per paragraph 3.5 of the By-Laws), during the annual meeting and special meetings, shall perform the following:

(a) Maintain all drainage areas located on the property in accordance with the reasonable and acceptable engineering requirements of the Municipality.

(b) Maintain all landscaping, trees and shrubbery of Common Areas in accordance with Municipality regulations and codes.

(c) Maintain all monuments and signage at right-of-way entrances to the Property.

(d) Maintain all water retention areas on the Property in accordance with Municipality regulations and codes.

(e) Make Improvements to Common Areas

(f) Obtain and maintain comprehensive public liability insurance, including liability for injures 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, including but not limited to insurance on Common areas, the Association and its Board from liability for any good faith actions taken beyond the scope of their respective authority. Premiums for such insurance shall be common

expenses payable from the proceeds of the Assessments required by and collected in accordance with this Article VI

(g) Obtain and maintain insurance policies covering the Common Areas against loss or damage by fire, vandalism, malicious mischief, and other such hazards.

(h) Keep the Property a highly desirable Single-Family residential community.

(i) Exercise action on Owners that default the Stonefield Crossing Residential Covenants and Restrictions.

(j) Pay all expenses, including but not limited to general real estate taxes, electric bills, and landscaping service connected to Common Areas; and administrative costs, attorney fees and court costs that are needed to execute the aforesaid duties and responsibilities.

5.6 The Board, Officers of the Association and the employees and agents of any of them shall not be liable to the Owners, the Members or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners and/or Members shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners as provided in Article VI hereof. Trial by jury is hereby expressly waived for this Article V. To the extent possible, the Board's and Association's liability hereunder and the Owner's or Member's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

5.7 If a dispute arises out of or relates to this Declaration, or the breach thereof, and if said dispute cannot be settled through direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the United States Arbitration and Mediation in St. Louis, Missouri ("USA&M") using its then relevant Commercial Mediation Rules before resorting to arbitration. Thereafter, the Association may if it elects to do so, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the USA&M in accordance with its then relevant Commercial Arbitration Rules and judgment upon the Award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Under no circumstance shall the arbitrator award punitive, consequential, incidental or any other damages (except actual) against the Association and all fees, including without limitation reasonable attorney's fees, incurred by the Association to USA&M and its mediator(s) and/or arbitrator(s) shall be paid by the Owner.

ARTICLE VI

ASSESSMENTS

6.1 Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges for the obligations of the Association as provided in Article V, and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who as the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them.

6.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of the Subdivision, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The monthly assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Deed to an Owner.

6.3 Each year on or before January 15, beginning in 2015 the Board will estimate the total amount of maintenance expenses necessary to pay the cost of materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, and shall, on or before February 15, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirements shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners. No later than March 31 of the same year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 6.3.

6.4 On or before the date of the annual meeting of each Calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.5 The Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefore, and such special

assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

6.6 The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6.7 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the maintenance of the Subdivision, the Common Area, and the Municipal Documents specifying and itemizing the maintenance and repair expenses of the Subdivision, the Common Area, the Municipal Documents and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such owner.

6.8 All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.9 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring action to report non-payment to the credit agencies in the name of the Owner personally obligated to pay the same, or file lien against the Owner's Lot, and interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien (which the Board may record a memorandum of lien if it so desires) payable upon sale of such Lot or charge against the Lot of any such owner when payable brought in the name of the Board.

6.10 The lien of assessments provided for herein, but not recorded in the Recorder's Office in St. Clair County, Illinois shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VII

Easements

7.1 All easements as shown on the Subdivision Plat shall be and the same are hereby set aside and reserved for the wires, pipes, water meters, gas meters and sewer drainage (storm and sanitary) and other subdivision essentials and facilities which either benefit the County, the Municipality or any other governmental entity, which has control over the Subdivision.

7.2 All utilities wires, pipes, and lines, including telephone, electric, gas, and water shall be buried underground (except to the extent that emergency and construction standards require otherwise), unless otherwise approved by the ACC.

7.3 No building, structure or Improvement nor any part thereof, retaining wall, walk, driveway or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown on the Subdivision Plat, of which may hereafter be established, without the approval of the ACC and the utility companies, which may be using said easement for their facilities, underground cables or pipes, etc., except that a driveway may be constructed across any easement adjacent to any street within the Subdivision.

7.4 It is expressly declared and provided, however, that the Association reserves and retains, the right, title, and privilege as stated in Article IX, to eliminate any one or more of the easements, or any part or parts thereof, but there shall at the time be provided for each Lot affected thereby and for the building or structure, which may then or thereafter be erected thereon, proper facilities as adequate as those eliminated. It is further expressly declared and provided that the Association, during said period of time, shall have the right to designate additional easements, other than those platted, to adequately serve any Lot in the Subdivision, as the Association deems best or desirable, as determined by the Association in its sole and absolute discretion, including without limiting the rights, title and easement to go on to each Lot to perform any landscaping or maintenance as provided herein, Any elimination, designation or creation of any easement, easements, or any part or parts thereof shall become effective upon the execution by Association of any appropriate instrument thereto, which shall be duly acknowledged and recorded in the Recorder's Office of St. Clair County, Illinois.

7.5 The Owner of each Lot shall at all times, with respect to said easement or any part thereof, properly care for same and keep same free from unsightly accumulation of weeds, debris, or other such matters. No easement or right of access shall be granted or permitted across, through or over any Lot, the effect of which would be to provide access for vehicular or other traffic into or out of said Property of the streets or roads thereof, nor shall any Lot be used in any manner to provide such access.

7.6 The easements created by and on the Subdivision Plat are for the benefit of the Lots within the Subdivision and not the general public. Association reserves the right to prohibit access or use of any easement by adjacent owners or owners of property lying nearby or across any roadway. No utility shall be extended to any adjacent Lot nearby or across any road in the Subdivision without the express written consent of Association.

ARTICLE VIII

General Provisions

8.1 The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this declaration is recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

8.2 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure for as long as the law shall allow.

8.3 If at any time or times the Association shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of St. Clair County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of 735 ILCS 5/13-118 *et seq.*, or any other law or statute of similar purport, such rerecording shall be binding upon all Owners of any part of the Property in every way and with the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

8.4 Each grantee of Developer by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, easement, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents. In addition, each grantee in any deed or any other conveyance shall be deemed to include the following language:

“This conveyance is made subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Stonefield Crossing First Addition recorded in Book 4254 on Pages 2127-2159 as Document # A01942588 in the Recorder’s Office of St. Clair County, Illinois, together with the Municipal Documents attached to the Declaration as Exhibits.

8.5 The Association from time to time shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and

obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of this Declaration herein set forth, or any of them for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.13 hereof from the Association to the Owner of any such Lot, then the Association shall have, in addition to the foregoing rights, the right to take action in accordance with 765 ILCS 605/18.4 ("Master Association Statute") and per Article 6.9 where such violation exists. In no event shall the failure of the Association to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation. Notwithstanding anything in this Declaration to the contrary, the Owner shall not have the right to seek a prohibitive or mandatory injunction or to obtain damages from the Association but only to obtain declaratory relief with respect to any disagreement over interpretation of the Declaration, which must be resolved by the dispute resolution procedures as stated in Section 5.7 of this Declaration, and the Owners shall not be able to collect any attorney's fees or costs with respect to any action brought against the Association as stated herein AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY.

8.6 The Board hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration, at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (iv) to amend, modify, change in whole or in part by the Association in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Association, and to give effect all the rights, obligations and duties created or contemplated herein. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable and is coupled with an interest. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Board to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 8.11 hereof, the right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds title to any Lot.

8.7 In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment

of any lien or, obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.8 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.

8.9 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8.10 A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association, or the Lot addressed if no address is on file, shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

ARTICLE IX

Termination of Original Declaration

9.1 The Stonefield Crossing First Addition Residential Covenants and Restrictions, Stonefield Crossing Restrictions Indenture and Amendment to Restrictions for Stonefield Crossing recorded with the St. Clair County Recorder on Oct 26, 2005 is hereby terminated in its entirety as such and shall have no further force or effect as this Declaration supersedes and replaces each and every covenant, agreement and restriction contained in the original Declarations and their amendments.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, WHICH MAY BE BINDING ON THE PARTIES HEREIN.

IN WITNESS WHEREOF, Stonefield Crossing Homeowners Assoc., Inc. have caused its name to be signed to this document by its respective President of the day and year first above written.

EXHIBIT B

**BY-LAWS OF
STONEFIELD CROSSING FIRST ADDITION
HOMEOWNERS ASSOCIATION, INC.
An Illinois not-for-profit corporation**

ARTICLE I

Purposes and Powers

The Association shall be responsible for the general management and supervision of the Subdivision and the ownership of the Common Area thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration. Any defined terms used in these By-Laws shall have the same meaning as set forth in the Declaration, except as otherwise provided herein.

ARTICLE II

Offices

- 2.1. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.
- 2.2. The principal office of the Association shall be maintained in St. Clair County, Illinois.

ARTICLE III

Membership

- 3.1 Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may be not separated from ownership of any Lot. Any Member who has paid the Homeowners Association Annual Assessment Fee shall be "In Good Standing" with the Association. Any Member who is delinquent in paying the Homeowners Association Annual Assessment Fee is in default of the Covenants & Restrictions and places burden on Members that are In Good Standing with the Association, and as such shall not be entitled to vote during member meetings.
- 3.2 Each Member In Good Standing with the Association shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of Members; provided, however, that

where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote provided that proof of Lot co-ownership is presented to the Board during the vote

3.3 Meetings of the Members shall be held at the principal office of the Association or at such other place in St. Clair County, Illinois, as may be designated in any notice of a meeting by the Board. The presence of Members In Good Standing at any meeting, in person or by proxy, of 20% (percent) of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members In Good Standing having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(a) The meeting of the Members shall be held at such time as may be designated By the Board with not less than ten (10) days written notice given by the Board. There shall be an annual meeting of the Members held during the first Full Week of October of each succeeding year, at 6:30 o'clock PM.

(b) Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration of these By-Laws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board or by the Members having 20% of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.4 Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Lot address of the Owner with respect to which such voting right appertains, if no other address has been given to the Board.

3.5 At any meeting of the Members, a Member entitled to vote may either vote in person or by Proxy executed in writing by the Member or by his duly authorized Attorney-in-fact. A Members Proxy vote must be provided to the Board within 3 days after issuance of meeting minutes of said meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

Board of Directors

4.1 The direction and administration of the Subdivision in accordance with the provisions of the Declaration shall be vested in the Board consisting of at least five (3) persons who are Members In Good Standing and who shall be elected in the manner hereinafter provided. Members In Good Standing having a majority of the total votes may from time-to-time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5) and the terms of at least one-third (1/3) of the members of the board shall expire annually and all members of the board shall be elected

at large. In the event that an Owner is a corporation, limited liability company, partnership, trust, or other legal entity other than a natural person or persons, then any director or officer of such corporation, members or manager of the limited liability company, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board if such is a Member In Good Standing.

4.2 Except as otherwise provided in the Declaration, all matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined as outlined in paragraph 5.7 of the Covenants and Restrictions and which determination shall be final and binding on the Association and on all Owners.

4.3 At the annual meeting of the Members as provided in Section 3.3(a) hereof, and at all subsequent annual meetings of the Members there shall be an election for replacement Members of the Board for those whose terms have expired or who have resigned. In all elections for members of the Board, each Member In Good Standing shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of positions to be filled shall be deemed to be elected.

Upon the annual expiration of the terms of officers of the board the President, Secretary, and Treasurer shall move to Board Positions for the remainder of their terms, and three (3) new board members will be elected by the board to serve as officers for a term of one (1) year. Each year the positions of President, Secretary, and Treasurer shall be elected from the members of the board. No member of the board or officers shall be elected for a term of more than three (3) years, but Officers and Board members may succeed themselves.

4.4 Members of the Board shall receive no compensation for their services, unless expressly allowed by the Members in Good Standing having a majority of the total votes. However, any member of the Board may request reimbursement for reasonable expenses incurred in the performance of their duties. The request for reimbursement may be approved or denied by majority vote from the members of the Board, excluding a vote from the member of the Board making the request.

4.5 If there is a vacancy on the board, the remaining members of the board may fill the vacancy by a two-thirds (2/3) vote of the remaining board members until the next annual meeting of the members or until the members holding a majority of the votes of Members In Good Standing request a meeting of the Association to fill the vacancy for the balance of the term. A meeting of the Association shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by members holding a majority of the votes of the Members In Good Standing requesting such a meeting.

4.6 The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive office of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the board and shall hold office at the pleasure of the Association.

4.7 Any Board member may be removed from office by affirmative vote of the Members In Good Standing having a majority of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members In Good Standing at the same meeting or any subsequent meeting called for that purpose.

4.8 The meeting of the Board shall be held as soon as possible following the meeting of the Members. At such meeting the Board shall elect its officers to serve until the next annual meeting. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member of the Board delivered personally, by mail or via e-mail. Any member of the Board may, in writing, waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meeting when a quorum is present.

4.9 All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by the President and countersigned by the Treasurer of the Board, In the absence of such determination by the President and Treasurer, such documents shall be signed by the Secretary and countersigned by at least one Board member.

ARTICLE V

Powers of the Board

5.1 Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the power and duty to:

(a) Provide all services and maintenance as stated in Article V of the Declaration, and to own, maintain and otherwise manage the Common Areas and all improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, and median strips which are within the Subdivision and to maintain any vegetation, signage and lighting located thereon, if necessary;

(b) Have authority to contract with independent contractors to perform all or any part of the duties and responsibilities of the Association for the purpose of maintaining and otherwise managing the Common Areas and all other property acquired by the Association or which the Association agrees to maintain.

(c) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Subdivision in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(d) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Subdivision and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Subdivision neat in appearance and in good order.

(e) Make such improvements to the Subdivision and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members In Good Standing of the Association acting in accordance with its Covenants and Restrictions and these By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable residential community; and

(f) Exercise all other powers and duties vested in or delegated to the Association and not specifically reserved to the Members by the Declaration or these By-Laws.

5.2. The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Subdivision and to charge all expenses incurred in connection therewith to the Homeowners Annual Assessment-Maintenance fund.

5.3. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Subdivision.

(a) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

5.4. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members.

ARTICLE VI

Assessments-Maintenance Fund

6.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of the Subdivision, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The Annual Assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Deed to an Owner

6.2 Each year on or before January 15, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board and shall, on or before February 15, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The

Estimated Cash Requirement shall be assessed equally among all of the Owners. On or before March 31 of the same fiscal year, each Owner shall be obligated to pay to the Association, or as it may direct, the annual assessment made pursuant to this Article VI. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time, furnish a certificate in writing signed by an Officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.3 The Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefore, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

6.4 When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the year following the initial meeting of the members and ending on December 31 of the same calendar year. The initial Estimated Cash Requirement shall be assessed equally among the Owners.

6.5 The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6.6 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to maintenance required in the Declaration and to specify and itemize the maintenance and repair expenses of the Subdivision and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.7 All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.8 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall

bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring action to report non-payment to the credit agencies in the name of the Owner personally obligated to pay the same, or file lien against the Owner's Lot, and interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien (which the Board may record a memorandum of lien if it so desires) payable upon sale of such Lot or charge against the Lot of any such owner when payable brought in the name of the Board.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

7.1 All Owners shall maintain, occupy and use their Dwelling in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members In Good Standing. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VIII

Committees

8.1 The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

8.2 Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

8.3 Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.4 One (1) member of each committee shall be appointed chairman.

8.5 Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

8.6 Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.7 Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IX

Interim Procedure

Homeowners Association has had the initial meeting of Members to elect Board members, and as such interim procedures no longer need to be addressed.

ARTICLE X

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the Members In Good Standing entitled to cast a majority of the total votes computed as provided in Section 3.2 of these By-Laws. Such amendments shall be recorded in the Office of the Recorder of Deeds of St Clair County, Illinois.

ARTICLE XI

Interpretation

In the case of any conflict between the Covenants and Restrictions of the Association and these By-Laws, the Covenants and Restrictions shall control.