

ST. CLAIR COUNTY, ILLINOIS
CLERK OF THE LANDS
RECORDS SECTION
IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS

04 MAY 28 PM 12:06

Michael T. Babin

RECORDER



Restrictive Covenants

WHEREAS, a real estate subdivision plat known as "WOODFIELD LAKE ESTATES", being a subdivision of a tract of Land being Part of Section 10 and Part of the Southeast Quarter of Section 3, all in Township 1 North, Range 8 West of the Third Principal Meridian, Village of Swansea, St. Clair County, Illinois, is simultaneously being recorded with this document in the Recorder's Office of St. Clair County, Illinois (hereinafter the "Property") [Note: All references herein to a "subdivision" or "plat" shall be considered references to the said WOODFIELD LAKE ESTATES, subdivision plat.]; and

WHEREAS, the maker of this Indenture, WOODFIELD DEVELOPMENT, L.L.C., an Illinois limited liability corporation, has, pursuant to authorization of its members, taken title to the Property comprising the subdivision known as "WOODFIELD LAKE ESTATES", with the right to convey the said premises, or any part or parts thereof; and

WHEREAS, WOODFIELD DEVELOPMENT, L.L.C., intends to sell the Property in separate lots, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the Property for the benefit of its future owners; and

WHEREAS, the said WOODFIELD DEVELOPMENT, L.L.C., desires to impose on the said Property certain easements, conditions, restrictions, reservations, and limitations that shall run with the land and bind the Property;

NOW, THEREFORE, in consideration of mutual advantages to accrue to the owner of the Property comprising the said subdivision at the time of its recording in the Recorder's Office of St. Clair County, Illinois, as well as to the future owners of the Property or portions of the Property, there are hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations, and limitations, which are hereby made a part of the plat of said "WOODFIELD LAKE ESTATES"; to-wit: See Exhibit "A" attached.

COPY

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1. BUILDING LINES

No building shall be erected or placed on any residential lot or lots, or part of lots, in said subdivision nearer to the drives, avenues, roads, lanes, streets, courts, or any other public thoroughfare, than the building set-back distances as may be in force under the laws and ordinances of **THE VILLAGE OF SWANSEA**, Illinois, at the time of construction. The owners of all or any portion of the Property shall have the right to petition for variances through the Architectural Control Authority and if the variance sought is also inconsistent with the laws and ordinances of **THE VILLAGE OF SWANSEA**, then in addition may pursue any procedure permitted by the laws and ordinances of **THE VILLAGE OF SWANSEA**, Illinois, to change the application of such laws and ordinances to their lot on the Property.

2. EASEMENTS

All easements, as shown on the plat, shall be, and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewer and other subdivision essentials and facilities. No building or structure, retaining wall, nor other interfering obstruction, may be erected, constructed or maintained, within, on, or over any easement as shown on the plat, or which may hereafter be established, without the approval of the utility companies which may be using said easement for their facilities, underground cable, etc. It is expressly declared and provided, however, that the owner of the land comprising this subdivision at the time of its recording, reserves and retains for itself so long as it remains the owner of any one or more of the lots of any phase of the subdivision, the right and privilege to eliminate any one or more of the easements or any part or parts thereof, but there shall be at the time provided (for each lot affected thereby and for the building or structure which may then or thereafter be erected thereon) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall also be established such additional easements, if any, as may thereby be made necessary. Such elimination or establishment of any easement or easements or part or parts thereof, shall become effective upon the execution by the said owner of any instrument appropriate thereto, which shall be duly acknowledged and recorded in the St. Clair County Recorder's Office. All future owners of said lots shall properly care for the appearance of and keep free from unsightly accumulations, weeds, debris and other waste matter, the easement or easements lying within the lots owned by them respectively, and any failure to comply with this provision shall constitute a nuisance within the meaning of this Indenture.

3. NUISANCE

No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon, which may be or become an annoyance or a nuisance to a neighbor or neighborhood of the subdivision. All coal and other minerals underlying the lots and streets in this subdivision are governed by the terms of title and any quarrying or open pit mining operations of any kind, or mining shaft, shall not be permitted upon any of the lots in this subdivision. There shall be no business (retail, wholesale manufacturing or otherwise) located or conducted on any residential lot or within the subdivision.

No business will be permitted without the written consent of the original sub-divider of this plat or its assignee except that business as is required to build, develop and sell the property subject to the covenants.

4. SIGN

No sign of any kind shall be displayed to the public eye on any lot except on a sign of not more than five (5) square feet advertising the property for sale or rent; or one (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the property during construction and sale period. Nothing in this restriction shall be construed to prohibit **WOODFIELD DEVELOPMENT, L.L.C., and FULFORD HOMES,** or its assignee from erecting any sign or signs advertising the sale of lots and/or buildings, signs advertising the name of the contractor or subcontractor of the building on the lot, or signs of warning of a safety hazard. Additionally, professionally prepared signs of not more than one (1) square foot that give notice of neighborhood watch program participation may be erected with the subject lot owner or owner's permission. In the event any part or portion of this paragraph 4 is declared void or unenforceable the rest and remainder shall continue in effect and shall be construed so as, to the extent allowed by law, affect the purpose of this paragraph.

5. PETS, LIVESTOCK, AND POULTRY

No animals, livestock, horses, or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dogs may not be chained outdoors for more than one (1) hour per day and shall not be permitted to bark, whine or howl so as to bother or annoy any neighbor.

No pet owner shall allow their pet to walk or roam the subdivision unless it is on a leash.

No pet owner shall allow their pet to drop solid waste on any property within the subdivision (including Common Areas) other than on the lot of the pet owner without immediately cleaning up and removing the waste from the property.

At no time may a dog house, dog run, or animal shelter be erected on any lot.

6. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, yard/shrub waste or any other waste. Trash must be kept in covered sanitary containers, provided that the contents of such trash containers are picked up or otherwise removed from the property no less than every week. All containers or equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and kept as inconspicuously as possible, except on regular trash pick-up days. Burning of trash, leaves or other yard waste is prohibited.

7. PARKING OF VEHICLES

No boats, trailers, recreational vehicles, commercial vehicles, or trucks of one (1) ton or greater shall be parked on the streets, driveways, or yards of any lot in the subdivision, except for the period required for loading, or unloading such vehicles, such time not to exceed twenty-four (24) consecutive hours. At all other times such boats, trailers, recreational vehicles, commercial vehicles, and trucks of one (1) ton or greater capacity shall be parked only in a completely enclosed garage.

Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle. Any vehicle used for storage or not regularly, at least several times a week, used for transportation of a person residing full time in the residence on the property is prohibited, unless parked in a completely enclosed garage.

8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed or stored on any lot, either temporarily or permanently. No person may dwell in any residence or structure unless an occupancy permit has been obtained from **THE VILLAGE OF SWANSEA**. The provisions of this paragraph shall not apply to temporary construction shelters, construction trailers or facilities maintained during and used exclusively in connection with the construction of any work or improvement on the property approved by the Architectural Control Authority.

9. GARAGES, OUTBUILDINGS & OTHER STRUCTURES

All lots shall have at least a two (2) car garage with a minimum size of twenty (20) feet by twenty (20) feet. The garage shall be capable of housing at least two (2) automobiles. All garages must be side or rear entry which means that the garage doors shall not face the street which is in front of the house. Garages may only be converted to living space if, (a) the minimum two (2) garage requirement is being met, and (b) the plans for the conversion and any necessary garage addition have been submitted to the Architectural Control Authority, and (c) the plan is approved by the Architectural Control Authority. Total garage floor areas on any lot shall not exceed 1200 square feet.

Outbuildings and other structures may be constructed on any lot provided, (1) the outbuilding or structure is specifically to be used for one of the following: a pool cabana, a gazebo or pavilion, a trellis or arbor, a deck or patio; and (2) the exterior finish materials and design features are identical to that of the residential house currently built on the lot, and (3) a plan for the outbuilding or structure is submitted to the Architectural Control Authority and (4) the plan is approved by the Architectural Control Authority.

A. PLAYGROUND EQUIPMENT, SETS OR STRUCTURES:

Playground sets, structures must be approved by the Architectural Control Authority prior to installation. Pictures of the equipment together with a drawing showing the proposed location must be submitted for review by the Architectural Control Authority.

B. ANIMAL SHELTERS:

At no time may a dog house, dog run or other animal shelter be erected on any lot.

C. SWIMMING POOLS:

A swimming pool may be erected on any lot with the restriction that it be in-ground and located in the backyard. No above ground pools are permitted. Pool equipment shall be enclosed by a fence and screened from the view of adjacent property owners. All swimming pools must be approved by Architectural Control Authority.

D. CLOTHESLINE:

No clothes lines (temporary or permanent) may be erected on any lot.

E. BASKETBALL GOALS:

Basketball goals may be erected on any lot provided that they are located in the side yards or backyard. Basketball goals may not be closer to the street than the front corner of the house.

F. MAILBOXES:

Mailboxes and house address plaques shall be limited to the style, quality and color originally provided and as approved by the Architectural Control Authority.

G. LAWN ORNAMENTS AND ACCESSORIES:

Lawn ornaments and accessories (i.e. concrete or plastic figures, fountains, flags, signs, trellises, etc.) shall not be permitted in any front yard unless specifically approved by the Architectural Control Authority.

10. ANTENNAS

No antennas or satellite dishes (greater than 18" in diameter) for transmission or reception of television signals or any other form of communication signal shall be erected, used or maintained outdoors within view of neighboring lots of the subdivision or the streets in the subdivision, whether attached to a building or structure, free standing or otherwise. Satellite dishes with a diameter of 18" or less shall be erected on the rear of the house.

11. FENCES

No fence may be erected, placed or altered on any lot nearer to any property line than ten (10) feet. No fence may be erected nearer to any street fronting the house than ten (10) feet behind the front corners of the house. On lots with two (2) sides abutting a street, a fence placed on the side yard abutting one (1) or more city streets shall be set back a minimum of

ten (10) feet from the property line. Should any fence be constructed on any lot in the subdivision it shall be either: 1) a picket style fence made only of pre-finished black aluminum or steel, or 2) a maximum of fifty (50) lineal feet of privacy fence made of vinyl and having one end abutting the house, or (3) a brick or stone fence. Wood fences are not permitted. Any non-wood material not listed in these restrictive covenants must meet the approval of the Architectural Control Authority. No fence shall exceed six feet (6') in height above ground. All fences as specified above and including color, shape and/or configuration shall require the approval of the Architectural Control Authority which approval may be withheld in the sole discretion of the Authority. A fence shall be defined as a structure intended to prevent intrusion or escape or to mark a boundary and shall include garbage enclosures.

12. DECKS

All decks or balconies require the approval of the Architectural Control Authority prior to construction. Detailed plan and elevation drawings must be submitted with material and color specifications.

Decks & balconies may be constructed of the following material:

- 1) Decay resistant wood (i.e. redwood, cedar, etc.)
- 2) Vinyl or composite materials
- 3) Aluminum or steel
- 4) Wolmanized or treated lumber is only permitted for use as structural members. Not deck boards or railing material.
- 5) Any other material must be approved by the Architectural Control Authority.

13. LANDSCAPING

Within 8 months of initial occupancy, the lot owner must have completed the landscaping of the front of the house. At a minimum the front landscaping shall include: trees, shrubs, plants and stone or mulch beds. Retaining walls shall be comprised of materials approved by the Architectural Control Authority. Exposed poured concrete or metal retaining walls will not be permitted.

14. LOT APPEARANCE

Lots shall reflect a neat, cared-for appearance. Lots shall be kept free of litter and other unsightly objects and debris. Grass lawns shall be mowed regularly. As a minimum, grass lawns, except for vacant lots, shall be kept to a height of not more than 6". Lawns shall receive regular fertilizer and weed control treatments.

15. DRIVEWAYS

All driveways shall be paved with concrete pavement having a minimum thickness of 4" or may be constructed of concrete or brick pavers set on leveled ground with compacted sand base. No asphalt, crushed stone, or oil and chip pavements shall be accepted.

16. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered (including exterior color changes) on any lot in the subdivision until the construction plans, specifications, and/or colors, and a plan showing the location of the structure color or improvement have been approved by the Architectural Control Authority as to aesthetic consistency, quality of workmanship and materials, harmony of external design with existing structures or planned structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Authority shall render a decision approval or disapproval of building plans within thirty (30) days from the date it has received all the materials needed to make a decision.

17. ARCHITECTURAL CONTROL AUTHORITY

The Architectural Control Authority shall be **WOODFIELD DEVELOPMENT, L.L.C.**, an Illinois corporation, until such time that **WOODFIELD DEVELOPMENT, L.L.C.** shall resign by giving notice of such resignation in writing to **WOODFIELD LAKE ESTATES** Subdivision Association or by publishing such notice of resignation one time in a newspaper of general circulation in the area of **THE VILLAGE OF SWANSEA**, Illinois. **WOODFIELD DEVELOPMENT, L.L.C.** shall remain the Architectural Control Authority until such time as **WOODFIELD DEVELOPMENT, L.L.C.** divests itself of all ownership in any Property located in the five (5) planned phases of the **WOODFIELD LAKE ESTATES** subdivision, as well as any additional phases that may be added to such development at the direction of **WOODFIELD DEVELOPMENT, L.L.C.** At the time **WOODFIELD DEVELOPMENT, L.L.C.** resigns as the Architectural Control Authority, the homeowners' association for **WOODFIELD LAKE ESTATES** shall have the authority to appoint a person or persons as the successor Architectural Control Authority.

Any provision in these Covenants that suggests or requires approval from or by the Architectural Control Authority anticipates either approval or rejection such that if a request is not approved within thirty (30) days of any written request made it shall be deemed denied. Any denial shall be final unless the Architectural Control Authority shall elect to reconsider its determination.

Developer may retain control of Architectural Control Authority until such time that the last lot is sold. Upon sale of all lots developer will transfer Architectural Control Authority to Owners' Association.

The Developer may amend these Restrictive Covenants as in its sole discretion may be deemed appropriate.

18. RE-SUBDIVISION

No lot shown on the plat shall be re-subdivided, nor shall any improvement be placed upon a partial lot, without the prior written approval of the Architectural Control Authority.

19. FAILURE TO COMPLY WITH, ENFORCEABILITY AND VALIDITY

Each and every Grantee, by accepting any conveyance of, or interest in, any of the lots of the Property, or any part or parts thereof, thereby binds himself, herself or itself (as the case may be), and all the heirs, assigns, successors and legal representatives of each and every Grantee to observance and compliance with the restrictions and provisions of this Indenture. If failure of observance thereof, or failure of compliance therewith, is not cured or corrected within ten (10) days after written notice has been mailed or delivered by any one or more of the owners of said lots, any owner may institute and prosecute at law or in equity, any and all parties involved in such violation or failure of observance, or failure of compliance, Provided, however, that the maker of this Indenture, or the owners of the land comprising this subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this Indenture against any person or persons who may hereafter own or control any one or more of said lots of the Property. Enforcement shall be by proceedings at law or in equity by any lot owner of Property against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages and the prevailing party shall be reimbursed for all reasonable attorney fees and court costs by the non-prevailing party. Due to the difficulty in establishing actual damages, minimum damages shall be no less than fifty dollars (\$50.00) per day per violation that exists beyond date of written notice.

20. SEVERABILITY

In any case one or more of the restrictions and provisions, or any part thereof, of this Indenture shall prove to be invalid or unenforceable, the validity or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby, but they shall, nevertheless, remain in force and effect with the remainder construed to effectuate the interest of the whole.

21. TERMS OF RESTRICTIONS

These restrictions shall run with the land and bind the Property and be effective for a period of twenty (20) years from the recording date hereof and shall be automatically renewed for successive ten (10) year periods thereafter unless by written instrument signed by the maker of this Indenture, if said maker is still a property owner subject to these Covenants, or by not less than two-thirds (2/3) of the then owners of lots in said subdivision to terminate, amend or alter said restrictions or any portion thereof.

COPY

BOOK 4293 PAGE 1250

STATE OF ILLINOIS
ST. CLAIR COUNTY

06 FEB -3 PM 2: 16

Michael T. Coletta

RECORDER

RECORDED
FEB 09 2006



State Imposed
Surcharge
Rental Housing surcharge: \$10.00

Restrictive Covenants
(16 Lots)

WHEREAS, a real estate subdivision plat known as "WOODFIELD LAKE ESTATES-2nd Addition - Phase 3", being a subdivision of a tract of Land being Part of Section 10, Township 1 North, Range 8 West of the Third Principal Meridian, Village of Swansea, St. Clair County, Illinois, is simultaneously being recorded with this document in the Recorder's Office of St. Clair County, Illinois (hereinafter the "Property") [Note: All references herein to a "subdivision" or "plat" shall be considered references to the said WOODFIELD LAKE ESTATES, subdivision plat.]; and

WHEREAS, the maker of this Indenture, WOODFIELD DEVELOPMENT, L.L.C., an Illinois limited liability company, has, pursuant to authorization of its members, taken title to the Property comprising the subdivision known as "WOODFIELD LAKE ESTATES", with the right to convey the said premises, or any part or parts thereof; and

WHEREAS, WOODFIELD DEVELOPMENT, L.L.C., intends to sell the Property in separate lots, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the Property for the benefit of its future owners; and

WHEREAS, the said WOODFIELD DEVELOPMENT, L.L.C., desires to impose on the said Property certain easements, conditions, restrictions, reservations, and limitations that shall run with the land and bind the Property;

NOW, THEREFORE, in consideration of mutual advantages to accrue to the owner of the Property comprising the said subdivision at the time of its recording in the Recorder's Office of St. Clair County, Illinois, as well as to the future owners of the Property or portions of the Property, there are hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations, and limitations, which are hereby made a part of the plat of said

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"WOODFIELD LAKE ESTATES-2nd Addition - Phase 3"; to-wit: See Exhibit "A" attached.

1. BUILDING LINES

No building shall be erected or placed on any residential lot or lots, or part of lots, in said subdivision nearer to the drives, avenues, roads, lanes, streets, courts, or any other public thoroughfare, than the building set-back distances as may be in force under the laws and ordinances of **THE VILLAGE OF SWANSEA**, Illinois, at the time of construction. The owners of all or any portion of the Property shall have the right to petition for variances through the Architectural Control Authority and if the variance sought is also inconsistent with the laws and ordinances of **THE VILLAGE OF SWANSEA**, then in addition may pursue any procedure permitted by the laws and ordinances of **THE VILLAGE OF SWANSEA**, Illinois, to change the application of such laws and ordinances to their lot on the Property.

2. EASEMENTS

All easements, as shown on the plat, shall be, and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewer and other subdivision essentials and facilities. No building or structure, retaining wall, nor other interfering obstruction, may be erected, constructed or maintained, within, on, or over any easement as shown on the plat, or which may hereafter be established, without the approval of the utility companies which may be using said easement for their facilities, underground cable, etc. It is expressly declared and provided, however, that the owner of the land comprising this subdivision at the time of its recording, reserves and retains for itself so long as it remains the owner of any one or more of the lots of any phase of the subdivision, the right and privilege to eliminate any one or more of the easements or any part or parts thereof, but there shall be at the time provided (for each lot affected thereby and for the building or structure which may then or thereafter be erected thereon) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall also be established such additional easements, if any, as may thereby be made necessary. Such elimination or establishment of any easement or easements or part or parts thereof, shall become effective upon the execution by the said owner of any instrument appropriate thereto, which shall be duly acknowledged and recorded in the St. Clair County Recorder's Office. All future owners of said lots shall properly care for the appearance of and keep free from unsightly accumulations, weeds, debris and other waste matter, the easement or easements lying within the lots owned by them respectively, and any failure to comply with this provision shall constitute a nuisance within the meaning of the Indenture and these Restrictive Covenants.

3. NUISANCE

No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon, which may be or become an annoyance or a nuisance to a neighbor or neighborhood of the subdivision. All coal and other minerals underlying the lots and streets in this subdivision are governed by the terms of title and any quarrying or open pit mining operations of any kind, or mining shaft, shall not be permitted upon any of the lots in this subdivision. There shall be no business (retail, wholesale manufacturing or otherwise) located or conducted on any residential lot or within the subdivision.

No business will be permitted without the written consent of the original sub-divider of this plat or its assignee except that business as is required to build, develop and sell the property subject to the covenants.

4. SIGN

No sign of any kind shall be displayed to the public eye on any lot except on a sign of not more than five (5) square feet advertising the property for sale or rent; or one (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the property during construction and sale period. Nothing in this restriction shall be construed to prohibit **WOODFIELD DEVELOPMENT, L.L.C., and FULFORD HOMES**, or its assignee from erecting any sign or signs advertising the sale of lots and/or buildings, signs advertising the name of the contractor or subcontractor of the building on the lot, or signs of warning of a safety hazard. Additionally, professionally prepared signs of not more than one (1) square foot that give notice of neighborhood watch program participation may be erected with the subject lot owner or owner's permission. In the event any part or portion of this paragraph 4 is declared void or unenforceable the rest and remainder shall continue in effect and shall be construed, to the extent allowed by law, to affect the purpose of this paragraph.

5. PETS, LIVESTOCK, AND POULTRY

No animals, livestock, horses, or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dogs may not be chained outdoors for more than one (1) hour per day and shall not be permitted to bark, whine or howl so as to bother or annoy any neighbor.

No pet owner shall allow their pet to walk or roam the subdivision unless it is on a leash.

No pet owner shall allow their pet to drop solid waste on any property within the subdivision (including Common Areas) other than on the lot of the pet owner without immediately cleaning up and removing the waste from the property.

At no time may a doghouse, dog run, or animal shelter be erected on any lot.

6. GARBAGE AND REFUSE DISPOSAL

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7. PARKING OF VEHICLES

No boats, trailers, recreational vehicles, commercial vehicles, or trucks of one (1) ton or greater shall be parked on the streets, driveways, or yards of any lot in the subdivision, except for the period required for loading, or unloading such vehicles, such time not to exceed twenty-four (24) consecutive hours. At all other times such boats, trailers, recreational vehicles, commercial vehicles, and trucks of one (1) ton or greater capacity shall be parked only in a completely enclosed garage.

Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle. Any vehicle used for storage or not regularly, at least several times a week, used for transportation of a person residing full time in the residence on the property is prohibited, unless parked in a completely enclosed garage.

8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed or stored on any lot, either temporarily or permanently. No person may dwell in any residence or structure unless an occupancy permit has been obtained from **THE VILLAGE OF SWANSEA**. The provisions of this paragraph shall not apply to temporary construction shelters, construction trailers or facilities maintained during and used exclusively in connection with the construction of any work or improvement on the property approved by the Architectural Control Authority.

9. GARAGES, OUTBUILDINGS & OTHER STRUCTURES

All lots shall have at least a two (2) car garage with a minimum size of twenty (20) feet by twenty (20) feet. The garage shall be capable of housing at least two (2) automobiles. All garages must be side or rear entry which means that the garage doors shall not face the street which is in front of the house. Garages may only be converted to living space if, (a) the minimum two (2) garage requirement is being met, and (b) the plans for the conversion and any necessary garage addition have been submitted to the Architectural Control Authority, and (c) the plan is approved by the Architectural Control Authority. Total garage floor areas on any lot shall not exceed 1200 square feet.

Outbuildings and other structures may be constructed on any lot provided, (1) the outbuilding or structure is specifically to be used for one of the following: a pool cabana, a gazebo or pavilion, a trellis or arbor, a deck or patio; and (2) the exterior finish materials and design features are identical to that of the residential house currently built on the lot, and (3) a plan for the outbuilding or structure is submitted to the Architectural Control Authority and (4) the plan is approved by the Architectural Control Authority.

A. PLAYGROUND EQUIPMENT, SETS OR STRUCTURES:

Playground equipment, sets, or structures must be approved by the Architectural Control Authority prior to installation. Pictures of the equipment together with a drawing showing the proposed location must be submitted for review by the Architectural Control Authority.

B. ANIMAL SHELTERS:

At no time may a dog house, dog run or other animal shelter be erected on any lot.

C. SWIMMING POOLS:

A swimming pool may be erected on any lot with the restriction that it be in-ground and located in the backyard. No above ground pools are permitted. Pool equipment shall be enclosed by a fence and screened from the view of adjacent property owners. All swimming pools must be approved by Architectural Control Authority.

D. CLOTHESLINE:

No clothes lines (temporary or permanent) may be erected on any lot.

E. BASKETBALL GOALS:

Basketball goals may be erected on any lot provided that they are located in the side yards or backyard. Basketball goals may not be closer to the street than the front corner of the house.

F. MAILBOXES:

Mailboxes and house address plaques shall be limited to the style, quality and color originally provided and as approved by the Architectural Control Authority.

G. LAWN ORNAMENTS AND ACCESSORIES:

Lawn ornaments and accessories (i.e. concrete or plastic figures, fountains, flags, signs, trellises, etc.) shall not be permitted in any front yard unless specifically approved by the Architectural Control Authority.

10. ANTENNAS

No antennas or satellite dishes (greater than 18" in diameter) for transmission or reception of television signals or any other form of communication signal shall be erected, used or maintained outdoors within view of neighboring lots of the subdivision or the streets in the subdivision, whether attached to a building or structure, free standing or otherwise. Satellite dishes with a diameter of 18" or less shall be erected on the rear of the house.

11. FENCES

No fence may be erected, placed or altered on any lot nearer to any property line than ten (10) feet. No fence may be erected nearer to any street fronting the house than ten (10) feet behind the front corners of the house. On lots with two (2) sides abutting a street, a fence placed on the side yard abutting one (1) or more city streets shall be set back a minimum of ten (10) feet from the property line. Should any fence be constructed on any lot in the

subdivision it shall be either: 1) a picket style fence made only of pre-finished black aluminum or steel, or 2) a maximum of fifty (50) lineal feet of privacy fence made of vinyl and having one end abutting the house, or (3) a brick or stone fence. Wood fences are not permitted. Any non-wood material not listed in these restrictive covenants must meet the approval of the Architectural Control Authority. No fence shall exceed six feet (6') in height above ground. All fences as specified above and including color, shape and/or configuration shall require the approval of the Architectural Control Authority which approval may be withheld in the sole discretion of the Authority. A fence shall be defined as a structure intended to prevent intrusion or escape or to mark a boundary and shall include garbage enclosures.

12. DECKS

All decks or balconies require the approval of the Architectural Control Authority prior to construction. Detailed plan and elevation drawings must be submitted with material and color specifications.

Decks & balconies may be constructed of the following material:

- (i) Decay resistant wood (i.e. redwood, cedar, etc.)
- (ii) Vinyl or composite materials
- (iii) Aluminum or steel
- (iv) Wolmanized or treated lumber is only permitted for use as structural members. Not deck boards or railing material.
- (v) Any other material must be approved by the Architectural Control Authority.

13. LANDSCAPING

Within 8 months of initial occupancy, the lot owner must have completed the landscaping of the front of the house. At a minimum the front landscaping shall include: trees, shrubs, plants and stone or mulch beds. Retaining walls shall be comprised of materials approved by the Architectural Control Authority. Exposed poured concrete or metal retaining walls will not be permitted.

14. LOT APPEARANCE

Lots shall reflect a neat, cared-for appearance. Lots shall be kept free of litter and other unsightly objects and debris. Grass lawns shall be mowed regularly. As a minimum, grass lawns, except for vacant lots, shall be kept to a height of not more than 6". Lawns shall receive regular fertilizer and weed control treatments.

15. DRIVEWAYS

All driveways shall be paved with concrete pavement having a minimum thickness of 4" or may be constructed of concrete or brick pavers set on leveled ground with compacted sand base. No asphalt, crushed stone, or oil and chip pavements shall be accepted.

16. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered (including exterior color changes) on any lot in the subdivision until the construction plans, specifications, and/or colors, and a plan showing the location of the structure color or improvement have been approved by the Architectural Control Authority as to aesthetic consistency, quality of workmanship and materials, harmony of external design with existing structures or planned structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Authority shall render a decision approving or disapproving building plans within thirty (30) days from the date it has received all the materials needed to make a decision.

17. ARCHITECTURAL CONTROL AUTHORITY

The Architectural Control Authority shall be **WOODFIELD DEVELOPMENT, L.L.C.**, an Illinois limited liability company, until such time that **WOODFIELD DEVELOPMENT, L.L.C.** shall resign by giving notice of such resignation in writing to **WOODFIELD LAKE ESTATES** Subdivision Association or by publishing such notice of resignation one time in a newspaper of general circulation in the area of **THE VILLAGE OF SWANSEA**, Illinois. **WOODFIELD DEVELOPMENT, L.L.C.** shall remain the Architectural Control Authority until such time as **WOODFIELD DEVELOPMENT, L.L.C.** divests itself of all ownership in any Property located in the five (5) planned phases of the **WOODFIELD LAKE ESTATES** subdivision, as well as any additional phases that may be added to such development at the direction of **WOODFIELD DEVELOPMENT, L.L.C.** ("Turnover Date"). At the time **WOODFIELD DEVELOPMENT, L.L.C.** resigns as the Architectural Control Authority, the homeowners' association for **WOODFIELD LAKE ESTATES** shall have the authority to appoint a person or persons as the successor Architectural Control Authority.

Any provision in these Covenants that suggests or requires approval from or by the Architectural Control Authority anticipates either approval or rejection such that if a request is not approved within thirty (30) days of any written request made it shall be deemed denied. Any denial shall be final unless the Architectural Control Authority shall elect to reconsider its determination.

Developer may retain control of Architectural Control Authority until such time that the last lot is sold. Upon sale of all lots developer will transfer Architectural Control Authority to the Association.

The Developer may amend these Restrictive Covenants as in its sole discretion may be deemed appropriate.

18. RE-SUBDIVISION

No lot shown on the plat shall be re-subdivided, nor shall any improvement be placed upon a partial lot, without the prior written approval of the Architectural Control Authority.

19. FAILURE TO COMPLY WITH, ENFORCEABILITY AND VALIDITY

Each and every Grantee, by accepting any conveyance of, or interest in, any of the lots of

the Property, or any part or parts thereof, thereby binds himself, herself or itself (as the case may be), and all the heirs, assigns, successors and legal representatives of each and every Grantee to observance and compliance with the restrictions and provisions of the Indenture and the Restrictive Covenants. If failure of observance thereof, or failure of compliance therewith, is not cured or corrected within ten (10) days after written notice has been mailed or delivered by any one or more of the owners of said lots, any owner may institute and prosecute an action at law or in equity against, any and all parties involved in such violation or failure of observance, or failure of compliance; provided, however, that the maker of the Indenture and these Restrictive Covenants, or the owners of the land comprising this subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of the Indenture or these Restrictive Covenants against any person or persons who may hereafter own or control any one or more of said lots of the Property. Enforcement shall be by proceedings at law or in equity by any lot owner of Property against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages and the prevailing party shall be reimbursed for all reasonable attorney fees and court costs by the non-prevailing party. Due to the difficulty in establishing actual damages, minimum damages shall be no less than fifty dollars (\$50.00) per day per violation that exists beyond date of written notice.

20. SEVERABILITY

In any case one or more of the restrictions and provisions, or any part thereof, of the Indenture or these Restrictive Covenants shall prove to be invalid or unenforceable, the validity or binding effect of the other restrictions and provisions of the Indenture and these Restrictive Covenants shall in no way be affected thereby, but they shall, nevertheless, remain in force and effect with the remainder construed to effectuate the interest of the whole.

21. TERMS OF RESTRICTIONS

These restrictions shall run with the land and bind the Property and be effective for a period of twenty (20) years from the recording date hereof and shall be automatically renewed for successive ten (10) year periods thereafter unless by written instrument signed by the maker of the Indenture or these Restrictive Covenants, if said maker is still a property owner subject to these Restrictive Covenants, or by not less than two-thirds (2/3) of the then owners of lots in said subdivision to terminate, amend or alter said restrictions or any portion thereof.

22. LAKE LOT EASEMENTS.

In addition to Restrictive Covenants imposed on the Property, Declarant hereby declares the following non-exclusive easements are hereby created with respect to the **Common Area** and/or Lake Lots:

(a) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any

portion thereof prior to delivery of a deed to a Lot to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lot(s) owned by said Owner for the benefit of the Common Area. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

23. LAKE LOT MAINTENANCE

Owners of the Lake Lots once constructed, but which is shown as the final plat as "Proposed Lake" (Lots 56, 57, 66, 67, 68, 70, 71, and 72) shall be subject to additional restrictions and covenants as stated in this paragraph. The Owners of lots adjoining a Lake shall:

- A. Maintain that part of the Lot, which borders the shoreline of the Lake located on their respective properties in a sightly and clean condition.
- B. Take no action to diminish or increase the water level of the Lake.
- C. Use of lake water for lawn sprinklers shall not be permitted. No Owner shall deposit mud and debris from their respective Lot into the Lake.
- D. Fishing with a pole or rod is permitted in accordance with the fishing laws of the State of Illinois and in accordance with rules and regulations as established by the Association. Other means of fishing are prohibited.
- E. Lake edge and border materials shall be limited to grass with a reinforcement mat. No other edge or border materials (i.e. retaining walls, sand beaches, sheet piling, etc.) are permitted unless agreed to by the Architectural Control Authority.
- F. The Owner of each Lake Lot shall be assigned sixty percent (60%) of the Lake Association Fees (as defined in the Indenture) and the balance of forty percent (40%) shall be paid by the other Owners in the Development.
- G. Application of herbicide for aquatic weed control on the lake of the Common Area shall in all instances be performed by the Association or through an entity approved by Declarant in its sole and absolute discretion. ANY PERSONS WHO USE ANY HERBICIDE-TREATED WATER DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT, AND THE ASSOCIATION HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM, WHETHER SUCH CLAIM OR LOSS PERTAINS TO A PERSON, ANIMAL, OR ANY PROPERTY.
- H. The cost and expense of applications of herbicides for aquatic weed control, for the lakes located upon the Common Area shall be an Operating Expense.
- I. THE COST AND EXPENSE OF MAINTAINING AND CLEARING ALL "DRAINAGE FACILITIES" OF WHICH THE LAKE IS A PART (AS SAME MAY BE DEFINED BY DECLARANT) ON COMMON AREA SHALL BE AN OPERATING EXPENSE AND THE COST AND EXPENSE OF MAINTAINING AND CLEARING DRAINAGE FACILITIES NOT ON COMMON AREA, BUT WHICH ARE NECESSARY

FOR THE PROPER FUNCTIONING AND OPERATION OF THE DRAINAGE FACILITIES ON THE COMMON AREA, SHALL BE AN OPERATING EXPENSE.

J. The Declarant or the Association, which determination shall be made by Declarant, may enter into an agreement with any person or entity it chooses to perform any maintenance obligations set forth in this Section 23.

K. To the extent not governed by relevant governmental authorities, the Association shall have the right to promulgate and enforce rules and regulations concerning the use of the Lake and the Common Area.

L. Swimming in the lakes, canals or any water body in the Common Area is prohibited. ANY PERSON WHO SWIMS IN OR OTHERWISE USES THE LAKE SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM.

M. No docks or davits shall be permitted anywhere on the Common Area or on any Lake Lot. Rowboats are permitted by the Lake Lot Owners only but shall at all times be subject to rules and regulations established by the Association.

N. The Association shall maintain the Lake, which is part of the Common Area, and the cost and expense of such maintenance shall be an Operating Expense.

O. The Lake and any other water bodies which are Common Area shall be subject to the easements set forth in this Declaration as well as to a non-exclusive easement for utility purposes including, without limitation, for irrigation, drainage and such other purposes as Declarant may determine in its sole and absolute discretion, for the benefit of the Common Area or such other property or entity as determined by Declarant in its sole and absolute discretion.

P. Notwithstanding anything in this Declaration to the contrary, no Lake Lot Owner shall claim any ownership interest in the Lake, notwithstanding that the Lake may experience accretion or avulsion. The boundary of each Lake Lot shall be subject to the meander line as shown on the subdivision plat.

24. MEDIATION/ARBITRATION

In the event a dispute shall arise between the parties to the Restrictive Covenants, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation Midwest, Inc. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of United States Arbitration & Mediation Midwest, Inc., 720 Olive Street, Suite 2300, St. Louis, MO 63101, 314-231-4642. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. In the event the parties are unable to resolve the dispute in mediation, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation Midwest, Inc. for arbitration in accordance with United States

Arbitration & Mediation Midwest, Inc. Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

25. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything contained in this Paragraph 25 or elsewhere in these Restrictive Covenants or the Original Restrictions and the First Addition Restriction and/or the Indenture, **WOODFIELD DEVELOPMENT, L.L.C.** and its nominees, assignees, successors and designees shall have the right to construct, modernize, improve, landscape, demolish, maintain and repair structures, including the carrying on of all activities appurtenant thereto or associated therewith, as **WOODFIELD DEVELOPMENT, L.L.C.** deems necessary or appropriate for the Development of the **WOODFIELD LAKE ESTATES** and same shall not be governed by the provisions of the Restrictive Covenants. **WOODFIELD DEVELOPMENT, L.L.C.** reserves the right to lease or sell any Lots on terms determined in its sole discretion. Further, notwithstanding any other provision of these Restrictive Covenants, **WOODFIELD DEVELOPMENT, L.L.C.** reserves for itself and its nominees, assignees, successors and designees, shall have the right to enter into and transact on the Property or the Common Area any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance, or the like, of Lots or other property in the Property, including, but not limited to, the right to maintain models and sales and leasing offices, place signs, employ sales personnel, use the **Common Area** and show Lots. Any such models, sales areas, sales construction, maintenance and repair shall not be considered a part of the **Common Area** and shall remain the property of **WOODFIELD DEVELOPMENT, L.L.C.**, or its nominees or designees. This Paragraph may not be suspended, superseded or modified in any manner unless such amendment is consented to by **WOODFIELD DEVELOPMENT, L.L.C.** in writing. These rights of use and transaction of business as set forth in the Indenture, like **WOODFIELD DEVELOPMENT, L.L.C.** other rights herein, and other rights reserved by **WOODFIELD DEVELOPMENT, L.L.C.** in the other Indenture, may be assigned in writing by **WOODFIELD DEVELOPMENT, L.L.C.**, in whole or in part, when and to whom **WOODFIELD DEVELOPMENT, L.L.C.** determines in its sole discretion.

26. EXCULPATION AND APPROVAL

WOODFIELD DEVELOPMENT, L.L.C. may grant, withhold or deny its consent, permission or approval in any instance when its consent, permission or approval is permitted or required, at its sole discretion, and without any liability of any nature or kind, to Owner or any other Owner for any reason whatsoever. Every consent, permission or approval by **WOODFIELD DEVELOPMENT, L.L.C.** under these Restrictive Covenants shall be in writing and binding upon all persons.

27. NON-LIABILITY OF DECLARANT

WOODFIELD DEVELOPMENT, L.L.C. shall not in any way or manner be held liable or responsible for any violation of these Restrictive Covenants by any person other than itself.

Any provision of these Restrictive Covenants, which requires the consent of **WOODFIELD DEVELOPMENT, L.L.C.**, shall be subject to **WOODFIELD DEVELOPMENT, L.L.C.**'s right to withhold its consent in its sole discretion.

28. AMENDMENT OF RESTRICTIVE COVENANTS

A. In addition to any other right of amendment or modification provided for in these Restrictive Covenants, in which case those provisions shall apply, **WOODFIELD DEVELOPMENT, L.L.C.** may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of these Restrictive Covenants so long as the same do not substantially impair the general development plan of the Property.

B. Except as set forth in Paragraph 28 A above, the process of amending or modifying this Declaration shall be as follows:

(i) Until the Turnover Date as defined in the Indenture, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith but not more than ten (10) days after request of **WOODFIELD DEVELOPMENT, L.L.C.**, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as **WOODFIELD DEVELOPMENT, L.L.C.** shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by **WOODFIELD DEVELOPMENT, L.L.C.** or to affect the validity thereof.

(ii) After the Turnover Date, these Restrictive Covenants may be amended (1) by the consent of the Lot Owners of two-thirds (2/3) of all Lots together with (2) the approval or ratification of a majority of the Trustees of the Association. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and **WOODFIELD DEVELOPMENT, L.L.C.**, if applicable, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois.

(iii) Amendments for correction of scrivener's errors or other non-material changes may be made by **WOODFIELD DEVELOPMENT, L.L.C.** alone until the Turnover Date and thereafter by the Trustees of the Association alone without the need of consent of the Lot Owners.

(iv) Notwithstanding anything to the contrary herein contained, no amendment to these Restrictive Covenants shall be effective which shall impair or prejudice the rights or priorities of **WOODFIELD DEVELOPMENT, L.L.C.** or the Association under these Restrictive Covenants or any other of the Indenture without specific written approval of **WOODFIELD DEVELOPMENT, L.L.C.** or Association affected thereby.

(v) After the Turnover Date, a true copy of any amendment to these Restrictive Covenants shall be sent certified mail by the Association to **WOODFIELD**

DEVELOPMENT, L.L.C. within five (5) days of its adoption.

(vi) Notwithstanding anything contained herein, supplements are not amendments and need only be executed by **WOODFIELD DEVELOPMENT, L.L.C.**

29. **DISCLAIMER**

NEITHER THE ASSOCIATION NOR **WOODFIELD DEVELOPMENT, L.L.C.** SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMON AREA NOR SHALL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SAFETY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, THE TRUSTEES AND **WOODFIELD DEVELOPMENT, L.L.C.**, DO NOT REPRESENT OR WARRANT THAT: THE COMMON AREA IS SAFE FOR PERSONAL USE. ALL OWNERS HEREBY AGREE TO HOLD **WOODFIELD DEVELOPMENT, L.L.C.** (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, TRUSTEES, DIRECTORS, GOVERNORS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY INJURIES, DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THE OCCURRENCE OF ANY USE OF THE COMMON AREA. **WOODFIELD DEVELOPMENT, L.L.C.**, ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, TRUSTEES, GOVERNORS, AGENTS, AND EMPLOYEES, SHALL NOT BE BOUND BY ANY PRIOR OR PRESENT TERMS, STATEMENTS, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT CONTAINED IN THESE RESTRICTIVE COVENANTS.

30. **LAKE LOT ASSESSMENT**

(a) The Grantor, for each Lake Lot, hereby covenants and each Owner of any Lake Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual Lake Lot assessments or charges; and (2) Special Lake Lot assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The annual and special Lake Lot assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against the title of each Lot as provided herein and shall be a continuing lien upon the property against which such Lake Lot assessment is made. Each such Lake Lot assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons owning such property at the time when the assessment fell due.

(c) The Lake Lot assessments levied under this Section shall be collected, maintained and spent separate and apart from the assessments set forth in Section 7 of the Indenture, and

shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Lots and the Association, and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the lake, dam, over-flow and spillway structures, and all common facilities thereon, including, but not limited to, the payment of debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, all requirements of the Illinois Department of Natural Resources, management and supervision thereof and for such other needs as may arise. The Owners and the Association shall be responsible for complying with the rules, regulations, and laws of the State of Illinois and any Federal Laws regulating the proper maintenance, inspections, and financial responsibility for the lake and Dam.

(d) With respect to assessments, special or otherwise, Owners of each Lake Lot shall be assessed sixty percent (60%) of the Lake Lot Assessments and all other Owners shall be assessed forty percent (40%).

(e) The maximum annual Lake Lot assessment shall not exceed the sum of THREE HUNDRED AND NO/100 DOLLARS (\$ 300.00) per Lot (except as hereinafter provided), provided, however, that such Lake Lot assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after consideration of current costs and anticipated needs of the Lake Lots subject hereto, fix the actual Lake Lot assessment for any year at less than the maximum herein authorized.

(f) In addition to the annual Lake Lot assessment herein authorized, there may be levied in any assessment year a special Lake Lot assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Lake or its Common Area upon the approval of a majority of the Trustees and the assent of a majority of the vote of the Lake Lot Owners voting thereon, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The provisions of this Section with respect to the establishment of due dates, effect on non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(g) The Trustees may change the basis and maximum of Lake Lot assessments provided for above upon the approval of a majority of the Trustees and the assent of a majority of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Lot Owner at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided that the limitations of Section 5 hereof shall not apply to any change in the maximum and basis of Lake Lot assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.



STATE OF FLORIDA
COUNTY OF ST. JOHNS
State Tax 100.00
IN THE RECORDER OF DEEDS OFFICE

04 MAY 28 PM 12:06

Michele T. Colette

RECORDER

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INDENTURE OF TRUST AND RESTRICTIONS

FOR THE ESTABLISHMENT OF "WOODFIELD LAKE ESTATES"

29.62

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- 7. Assessments
- 8. Trustees' Duties & Powers
- 9. General Provisions

Signature

Exhibit A: Description of Property

COPY

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**INDENTURE OF TRUST FOR
"WOODFIELD LAKE ESTATES"
SUBDIVISION ASSOCIATION"**

THIS INDENTURE, made this 13th day of February, 2004 by Woodfield Development, L.L.C., an Illinois Limited Liability Corporation, hereinafter referred to as "Grantor"); and Mark T. Fulford, Wayne Huelsmann and Michelle A. Faust, (hereinafter collectively called "Trustees");

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of certain real property located in The City of O'Fallon, St. Clair County, Illinois, and desires to create thereon a development known as "Woodfield Lake Estates" with streets, roads, and other facilities for the benefit of said community; and

WHEREAS, Woodfield Lake Estates has been established as a single family housing development within The Village of Swansea, St. Clair County, Illinois, and Grantor desires to insure maintenance of the ENTRY MONUMENTS, STREET ISLANDS, COMMON AREAS AND IMPROVEMENTS, STREET SIGN POSTS, DECORATIVE COMMON AREA LIGHTING, DECORATIVE STREET PAVEMENT and the general purposes and objectives upon which Woodfield Lake Estates has been founded; and

WHEREAS, Grantor desires to develop Woodfield Lake Estates in phases as generally indicated on the Final Development Plan (hereinafter defined) as a coordinated development of Single Family Dwellings; and

WHEREAS, all reservations, limitations, conditions, and covenants are jointly and severally for the benefit of Grantor and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture;

NOW, THEREFORE, the Grantor declares that the property described in Exhibit A and such additions thereto as may hereafter be made pursuant to this Indenture is and shall be held, transferred, sold, conveyed and occupied subject to the covenants hereinafter set forth:

(a) **DEFINITIONS:**

The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" or "Woodfield Lake Estates " shall mean and refer to Woodfield Lake Estates Association, and its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Indenture.

(c) "Trustees" shall mean the Trustees named herein and their successors.

(d) "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of Properties.

(e) "Single Family Dwelling" shall mean and refer to a building which was initially constructed to contain one dwelling unit.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Woodfield Lake Estates Association.

(h) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(i) "Final Development Plan" shall mean and refer to that final development plan for the Properties (Woodfield Lake Estates) recorded in the St. Clair County Recorder's Office, as such final development plan may be amended from time to time.

2. PROPERTY SUBJECT TO THIS INDENTURE:

(a) The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Indenture is located in The Village of Swansea, St. Clair County and is more particularly described in the legal description contained in Exhibit "A" attached hereto and made a part hereof by reference.

(b) The Grantor, at its sole discretion, may from time to time add to the land subject to these covenants and restrictions such land as is not owned or hereafter owned or approved for addition by the Grantor. The additions authorized under this Section shall be made by executing and filing of record in St. Clair County an instrument executed by Grantor which shall extend this Indenture to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Indenture.

3. CREATION OF ASSOCIATION:

All of the present and future Owners of any Lot as is now or shall later become subject to this Indenture shall automatically be a member of the group of property owners hereby established and known as "Woodfield Lake Estates" ("Association") and, as such, shall have all of the rights, privileges, duties and liabilities as are prescribed under the terms and provisions of this Indenture.

4. DURATION:

The covenants of this Indenture shall run with and bind the land in perpetuity until the subdivision is vacated or unless terminated as provided herein. This Indenture may be terminated by an instrument agreeing to terminate this Indenture signed by the Owners of two-thirds (2/3) of the Lots. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

5. SELECTION OF TRUSTEES; MEETING OR OWNERS:

(a) There shall be three (3) Trustees. The original Trustees are the persons named herein. During the period of service of said Trustees, one or more of the same shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his or her unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Trustees under this Indenture, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

(b) The Grantor shall have the exclusive right to set the terms of the Trustees during the period that Grantor retains any ownership interest in any lots or other properties in any planned phase or newly added phase of the development "Woodfield Lake Estates" subdivision. After Grantor has sold and conveyed all of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan other than to a successor builder or developer or at such earlier date as Grantor may designate, the following procedure shall be followed:

- (i) All of the then acting Trustees shall resign.
- (ii) At a special meeting called by the Grantor, of the Member's of the Association, the Members shall elect three (3) Trustees elected for an initial term expiring as of the annual meeting next succeeding the following period.

	Initial Term
(1) One Trustee	1 Year
(1) One Trustee	2 Years
(1) One Trustee	3 Years

- (iii) After the expiration of the term of office of the Trustees elected as provided in Section 5 (b) (ii), each successor Trustee shall be elected by Members and each such successive Trustee shall serve for a term of three (3) years so that the terms shall be staggered to the end that thereafter one (1) Trustee shall be elected at each annual meeting of the Members of the Association.

(c) Following each annual meeting of the Association as provided for herein, the Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

(d) There shall be an annual meeting of the association (after such time as the Grantor is fully divested of the properties in accordance with the provisions of Section 5 (b) (i) hereof) to be held on the first Saturday of March of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of St. Clair, and there may be special meetings of the Association as may be called by anyone for the Trustees, also to be held at a convenient place in the County of St. Clair. Not less than ten (10) days' notice in writing to each Member of the Association of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Lot Owner and with postage prepaid. The successor to an elected Trustee whose term has expired shall be elected at the special meeting called for that purpose. Each lot shall be entitled to one (1) vote. In computing the number of votes required when a vote requires a percentage calculation, e.g., a simple majority, the percentage shall be determined by a fraction with the number of votes cast in the affirmative as the numerator, and the number of members present and voting in person or by proxy at the time of the vote as the denominator. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Trustees and shall be filed with the Trustees at least 24 hours before any meeting at which such proxy will vote. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy, with the remaining Trustees, all of the rights, interests, privileges and powers by this Indenture granted to the Trustees. In the event that any Trustee elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining Trustees, within sixty (60) days of a vacancy, to select a successor to fill the unexpired term.

(e) If a Lot is jointly owned, only one person shall be entitled to vote for the owners of that Lot and such person shall be known as the "Voting Member". If a Lot is jointly owned and if one of the multiple owners of that portion is present at a meeting of the Association, he shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority of interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other owners of the Lot. A corporation, if owner, shall act through its president or through other officer or director as the Board of Directors designates in writing. A partnership, if an owner, shall act through a partner as designated by the partnership in writing. A trust, if an owner, shall act through its trustee. If there is more than one such trustee for a trust, then the trustees shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Trustee.

(f) All Trustees, except Interim Trustees and the Trustees herein named under the authority of appointment held by the Grantor herein and their appointed successors, shall be Lot Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation, or partnership or trustee of such trust may be a Trustee.

(g) Any business relevant or pertinent to the affairs of the Association may and shall be transacted at any annual or special meeting at which a quorum of members is present. A quorum is present at a meeting of the Association if the Members in attendance in person or by proxy jointly represent a majority of the Lots – a majority being 50% or more of the Lot owners who have paid their assessments required herein. A quorum is present at a meeting of the Trustees if a majority of the Trustees are in attendance. Any actions of the Association at any annual or special meeting shall be by a majority of votes cast at such meeting. All actions of the Trustees shall be by majority vote.

(h) For the period from the date of execution hereof until such time as there are less than two (2) Grantor appointed Trustees (which shall include the original Trustees named herein and their appointed successors), no annual meeting of the Association shall be held. During such period, the Trustees may appoint an advisory board consisting of Lot Owners. The number of members of such advisory board shall be the number deemed appropriate by the Trustees from time to time. The members of such advisory board shall serve at the will of the Trustees. The advisory board shall be formed for the purpose of reporting to and/or advising the Trustees concerning the status and operation of the Properties. Such advisory board may hold informal meetings of Members of the Association if so desired by the Advisory board, but such meetings are not required.

(b) RESERVATIONS OF EXPENDITURES:

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Grantor further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street within the Properties.

7. ASSESSMENTS:

(a) The Grantor, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment, such assessments to be fixed, established and collected from time to time as hereinafter provided.

(c) The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against the title of each Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons owning such property at the time when the assessment fell due.

(c) The assessments levied under this Section shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Entrance Monuments and Common Areas and all facilities thereon, including, but not limited to, the payment of debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise. Additionally, the assessment shall cover the operating cost for street lighting until such time as a local street lighting district or municipality accepts such responsibility.

(d) The maximum annual assessment shall not exceed the sum of Three Hundred Dollars (\$300.00) per Lot (except as hereinafter provided), provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States

Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after consideration of current costs and anticipated needs of the Lots subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

(e) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Entry Monuments or Common Areas upon the approval of a majority of the Trustees and the assent of a majority of the vote of the Members voting thereon, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The provisions of this Section 7 with respect to the establishment of due dates, effect on non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(f) The Trustees may change the basis and maximum of assessments provided for above upon the approval of a majority of the Trustees and the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided that the limitations of Section 5 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

(g) Assessments shall be made in a manner and subject to the following procedure:

- (i) As to annual assessments, the Trustees shall levy each such assessment at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent assessments shall thereafter be on a full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of the entire assessment to become payable upon nonpayment of a periodic installment.
- (ii) Special assessments shall be made by the Trustees upon thirty (30) days notice, and, at the discretion of the Trustees, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.
- (iii) Notice of any assessment of a Lot shall be given by the Trustees, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Clair County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posing a brief notice of the assessment upon the property itself.
- (iv) The failure or delay of the Trustees to serve any annual or special assessment shall not constitute a waiver or release in any manner of any Lot Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Lot Owner shall continue to pay at the then existing rate established for the previous payment.

(h) If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot involved, which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then Lot owner to pay such assessment shall remain his personal obligations and shall also pass to his successors in title, whether or not expressly assumed by them.

(i) If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at an annual rate equal to two percent (2%) over the prime rate established by Mercantile Trust Company, N.A., St. Louis, Missouri, on the first business day of each calendar quarter, but not less than fifteen percent (15%) per annum and not more than the highest rate allowed by law, and the Trustees may bring legal action against the Lot personally obligated to pay same, and, in addition, may execute and acknowledge with respect to such Lot and cause same to be recorded in the Office of the Recorder of Deeds, St. Clair County, and thereafter institute any appropriate legal action to enforce such lien, including, without limitation, by foreclosure and public sale.

Upon payment, the Trustees shall execute and record (at the expense of the Owner of the affected Lot), a release of such lien. All costs, including reasonable attorneys' fees, incurred by the Trustees in enforcing the payment of any assessment shall be paid by the Lot Owner in default and the amount of such costs, including reasonable attorneys' fees, shall be a lien against the Lot involved until paid.

(j) The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot as to assessments which become due and payable prior to the sale or transfer of such Lot pursuant to foreclosure thereon or in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

(k) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

All Lots owned by the Grantor or other builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affective the Lot.

8. TRUSTEES' DUTIES AND POWERS

(a) To maintain all common area and the Entry Monuments to "Woodfield Lake Estates", including, but not limited to, lighting, signage and landscaping. To maintain, in addition to the common areas, the area of land lying in the street islands. To maintain and operate all street lights until such time as accepted by a local government authority. To maintain all street sign posts.

(b) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(c) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(d) With regard to all property, real, personal or mixed, owned or held by them as Trustees, the full and unqualified right, power and authority to:

- (i) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustees' powers and duties hereunder, including the construction of improvements.
- (ii) Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Indenture or by law.

(e) The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank protected by the Federal Deposit Insurance Corporation, or a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation. The Treasurer shall be bonded for the proper performance of the Treasurer's duties in any amount to be fixed by the Trustees.

(f) All rights, power, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Indenture may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. The Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

9. **GENERAL PROVISIONS:**

(a) Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns one or more Lots on the properties by recording such amendment in the Office of the Recorder of Deeds of St. Clair County, Illinois. Thereafter, this Indenture may be amended, modified or changed by the written consent of two thirds (2/3) of the votes of all of the Lot Owners with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of the common areas and Entry Monuments and the power to levy assessment thereof, or to eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees.

(b) In connection with the sale of all or part of the Properties subject to this Indenture, Grantor shall have the right to expressly assign to such Purchaser the rights herein reserved or granted to Grantor.

(c) Any notice required to be sent to any Member or owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Clair County or any appropriate municipality for each Lot.

(d) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

COPY

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BOOK 4293 PAGE 1237
STATE OF ILLINOIS
ST. CLAIR COUNTY

RECEIVED FEB 23 2006

06 FEB -3 PM 2:16

Michael T. Coletta
RECORDER



THE TABLE OF CONTENTS

INDENTURE OF TRUST AND RESTRICTIONS
WOODFIELD LAKE ESTATES - 2nd ADDITION - PHASE 3
(16 Lots)

FOR THE ESTABLISHMENT OF "WOODFIELD LAKE ESTATES"

SECTIONS

- 1. Definitions
- 2. Property Subject to this Indenture
- 3. Creation of Association
- 4. Duration
- 5. Selection of Trustees; Meetings or Owners
- 6. Reservations of Expenditures
- 7. Assessments
- 8. Trustees' Duties & Powers
- 9. General Provisions
- Signature
- Exhibit A: Description of Property

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

13

**INDENTURE OF TRUST FOR
"WOODFIELD LAKE ESTATES"
SUBDIVISION ASSOCIATION"**

A01959873

BOOK 4293 PAGE 1238

THIS INDENTURE, made this ____ day of _____, 2006 by Woodfield Development, L.L.C., an Illinois limited liability company (hereinafter referred to as "Grantor"); and Mark T. Fulford, Wayne Huelsmann and Michelle A. Faust (hereinafter collectively called "Trustees");

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of certain real property located in the Village of Swansea, St. Clair County, Illinois, and desires to create thereon a development known as "Woodfield Lake Estates" with streets, roads, and other facilities for the benefit of said community; and

WHEREAS, Woodfield Lake Estates has been established as a single family housing development within The Village of Swansea, St. Clair County, Illinois, and Grantor desires to insure maintenance of the ENTRY MONUMENTS, STREET ISLANDS, COMMON AREAS AND IMPROVEMENTS, STREET SIGN POSTS, DECORATIVE COMMON AREA LIGHTING, DECORATIVE STREET PAVEMENT and the general purposes and objectives upon which Woodfield Lake Estates has been founded; and

WHEREAS, Grantor desires to develop Woodfield Lake Estates in phases as generally indicated on the Final Development Plan (hereinafter defined) as a coordinated development of Single Family Dwellings (hereinafter defined); and

WHEREAS, all reservations, limitations, conditions, and covenants are jointly and severally for the benefit of Grantor and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture;

NOW, THEREFORE, the Grantor declares that the property described in Exhibit A and such additions thereto as may hereafter be made pursuant to this Indenture is and shall be held, transferred, sold, conveyed and occupied subject to the covenants hereinafter set forth:

1. DEFINITIONS:

The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Woodfield Lake Estates" shall mean and refer to Woodfield Lake Estates Association, and its successors and assigns.

(b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Indenture.

(c) "Trustees" shall mean the Trustees named herein and their successors.

(d) "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of Properties.

(e) "Single Family Dwelling" shall mean and refer to a building which was initially constructed to contain one dwelling unit.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Woodfield Lake Estates Association.

(h) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(i) "Final Development Plan" shall mean and refer to that final development plan for the Properties (Woodfield Lake Estates) recorded in the St. Clair County Recorder's Office, as such final development plan may be amended from time to time.

2. PROPERTY SUBJECT TO THIS INDENTURE:

(a) The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Indenture is located in The Village of Swansea, St. Clair County and is more particularly described in the legal description contained in Exhibit "A" attached hereto and made a part hereof by reference.

(b) The Grantor, at its sole discretion, may from time to time add to the land subject to this Indenture such land as is not owned or hereafter owned or approved for addition by the Grantor. The additions authorized under this Section shall be made by executing and filing of record in St. Clair County an instrument executed by Grantor which shall extend this Indenture to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Indenture.

3. CREATION OF ASSOCIATION:

All of the present and future Owners of any Lot as is now or shall later become subject to this Indenture shall automatically be a member of the group of property owners hereby established and known as "Woodfield Lake Estates" ("Association") and, as such, shall have all of the rights, privileges, duties and liabilities as are prescribed under the terms and provisions of this Indenture.

4. DURATION:

The covenants of this Indenture shall run with and bind the land in perpetuity until the subdivision is vacated or unless terminated as provided herein. This Indenture may be terminated by an instrument agreeing to terminate this Indenture signed by the Owners of two-thirds (2/3) of the Lots. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written

notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

5. SELECTION OF TRUSTEES; MEETINGS OR OWNERS:

(a) There shall be three (3) Trustees. The original Trustees are the persons named herein. During the period of service of said Trustees, one or more of the same shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his or her unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Trustees under this Indenture, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder ("Interim Trustee").

(b) The Grantor shall have the exclusive right to set the terms of the Trustees during the period that Grantor retains any ownership interest in any lots or other properties in any planned phase or newly added phase of the development "Woodfield Lake Estates" subdivision. After Grantor has sold and conveyed all of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan other than to a successor builder or developer or at such earlier date as Grantor may designate, the following procedure shall be followed:

(i) All of the then acting Trustees shall resign.

(ii) At a special meeting called by the Grantor, of the Members of the Association, the Members shall elect three (3) Trustees elected for an initial term expiring as of the annual meeting next succeeding the following period.

	Initial Term
(1) One Trustee	1 Year
(1) One Trustee	2 Years
(1) One Trustee	3 Years

(iii) After the expiration of the term of office of the Trustees elected as provided in Section 5 (b) (ii), each successor Trustee shall be elected by Members and each such successive Trustee shall serve for a term of three (3) years so that the terms shall be staggered to the end that thereafter one (1) Trustee shall be elected at each annual meeting of the Members of the Association.

(c) Following each annual meeting of the Association as provided for herein, the Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

(d) There shall be an annual meeting of the Association (after such time as the Grantor is fully divested of the properties in accordance with the provisions of Section 5 (b)) hereof to be held upon completion of the annual budget, on or before March 31st of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of

St. Clair, and there may be special meetings of the Association as may be called by anyone for the Trustees, also to be held at a convenient place in the County of St. Clair. Not less than ten (10) days' notice in writing to each Member of the Association of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Trustee whose term has expired shall be elected at the special meeting called for that purpose. Each Lot shall be entitled to one (1) vote. In computing the number of votes required when a vote requires a percentage calculation, e.g., a simple majority, the percentage shall be determined by a fraction with the number of votes cast in the affirmative as the numerator, and the number of members present and voting in person or by proxy at the time of the vote as the denominator. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Trustees and shall be filed with the Trustees at least 24 hours before any meeting at which such proxy will vote. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy, with the remaining Trustees, all of the rights, interests, privileges and powers by this Indenture granted to the Trustees. In the event that any Trustee elected hereunder shall die or become unable; for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining Trustees, within sixty (60) days of a vacancy, to select a successor to fill the unexpired term.

(e) If a Lot is jointly owned, only one person shall be entitled to vote for the owners of that Lot and such person shall be known as the "Voting Member". If a Lot is jointly owned and if one of the multiple owners of that portion is present at a meeting of the Association, he shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority of interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other owners of the Lot. A corporation, if Owner, shall act through its president or through other officer or director as the Board of Directors designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the trustees shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Trustee.

(f) All Trustees, except Interim Trustees and the Trustees herein named under the authority of appointment held by the Grantor herein and their appointed successors, shall be Lot Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation, or partnership or trustee of such trust may be a Trustee.

(g) Any business relevant or pertinent to the affairs of the Association may and shall be transacted at any annual or special meeting at which a quorum of members is present. A quorum is present at a meeting of the Association if the Members in attendance in

person or by proxy jointly represent a majority of the Lots – a majority being 50% or more of the Owners who have paid their assessments required herein. A quorum is present at a meeting of the Trustees if a majority of the Trustees are in attendance. Any actions of the Association at any annual or special meeting shall be by a majority of votes cast at such meeting. All actions of the Trustees shall be by majority vote.

(h) For the period from the date of execution hereof until such time as there are less than two (2) Grantor appointed Trustees (which shall include the original Trustees named herein and their appointed successors), no annual meeting of the Association shall be held. During such period, the Trustees may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Trustees from time to time. The members of such advisory board shall serve at the will of the Trustees. The advisory board shall be formed for the purpose of reporting to and/or advising the Trustees concerning the status and operation of the Properties. Such advisory board may hold informal meetings of Members of the Association if so desired by the advisory board, but such meetings are not required.

6. RESERVATIONS OF EXPENDITURES:

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Grantor further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street within the Properties.

7. ASSESSMENTS:

(a) The Grantor, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (which is herein defined to include without limitations any Lake Lot Assessment as defined in the Restrictive Covenant); and (2) special assessment, such assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons owning such Lot at the time when the assessment fell due.

(c) The assessments levied under this Section shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the entrance monuments and common areas and all facilities thereon, including, but not limited to, the payment of debt service and repair, maintenance, replacements and additions thereto and

for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise. Additionally, the assessment shall cover the operating cost for street lighting until such time as a local street lighting district or municipality accepts such responsibility.

(d) The maximum annual assessment shall not exceed the sum of Three Hundred Dollars (\$300.00) per Lot (except as hereinafter provided); provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after consideration of current costs and anticipated needs of the Lots subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

(e) With respect to assessments, special or otherwise, Owners of each Lake Lot shall be assessed sixty percent (60%) of the Lake Lot Assessments and all other Owners shall be assessed forty percent (40%).

(f) The maximum annual Lake Lot assessment shall not exceed the sum of THREE HUNDRED AND NO/100 DOLLARS (\$ 300.00) per Lot (except as hereinafter provided), provided, however, that such Lake Lot assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after consideration of current costs and anticipated needs of the Lake Lots subject hereto, fix the actual Lake Lot assessment for any year at less than the maximum herein authorized.

(g) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the entry monuments or common areas upon the approval of a majority of the Trustees and the assent of a majority of the vote of the Members voting thereon, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The provisions of this Section 7 with respect to the establishment of due dates, effect on non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(h) The Trustees may change the basis and maximum of assessments provided for above upon the approval of a majority of the Trustees and the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided that the limitations of Section 5 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

(i) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, the Trustees shall levy each such assessment at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the Trustees.

All subsequent assessments shall thereafter be on a full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of the entire assessment to become payable upon nonpayment of a periodic installment.

(ii) Special assessments shall be made by the Trustees upon thirty (30) days notice, and, at the discretion of the Trustees, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Notice of any assessment of a Lot shall be given by the Trustees, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Clair County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(iv) The failure or delay of the Trustees to serve any annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(j) If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Owner involved, which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then Lot owner to pay such assessment shall remain his personal obligations and shall also pass to his successors in title, whether or not expressly assumed by them.

(k) If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at an annual rate equal to two percent (2%) over the prime rate established by Mercantile Trust Company, N.A., St. Louis, Missouri, on the first business day of each calendar quarter, but not less than fifteen percent (15%) per annum and not more than the highest rate allowed by law, and the Trustees may bring legal action against the Lot personally obligated to pay same, and, in addition, may execute and acknowledge with respect to such Lot and cause same to be recorded in the Office of the Recorder of Deeds, St. Clair County, and thereafter institute any appropriate legal action to enforce such lien, including, without limitation, by foreclosure and public sale.

Upon payment, the Trustees shall execute and record (at the expense of the Owner of the affected Lot), a release of such lien. All costs, including reasonable attorneys' fees, incurred by the Trustees in enforcing the payment of any assessment shall be paid by the Owner in default

and the amount of such costs, including reasonable attorneys' fees, shall be a lien against the Lot involved until paid.

(l) The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot as to assessments which become due and payable prior to the sale or transfer of such Lot pursuant to foreclosure thereon or in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

(m) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

All Lots owned by the Grantor or other builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affecting the Lot.

8. TRUSTEES' DUTIES AND POWERS

(a) To maintain all common area and the entry monuments to "Woodfield Lake Estates", including, but not limited to, lighting, signage and landscaping. To maintain, in addition to the common areas, the area of land lying in the street islands. To maintain and operate all street lights until such time as accepted by a local government authority. To maintain all street sign posts.

(b) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(c) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(d) With regard to all property, real, personal or mixed, owned or held by them as Trustees, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustees' powers and duties hereunder, including the construction of improvements.

(ii) Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Indenture or by law.

(e) The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank protected by the Federal Deposit Insurance Corporation, or a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation. The Treasurer shall be bonded for the proper performance of the Treasurer's duties in any amount to be fixed by the Trustees.

(f) All rights, power, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Indenture may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. The Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

9. GENERAL PROVISIONS:

(a) Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns one or more Lots on the Properties by recording such amendment in the Office of the Recorder of Deeds of St. Clair County, Illinois. Thereafter, this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of the votes of all of the Owners with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of the common areas and entry monuments and the power to levy assessment thereof, or to eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees.

(b) In connection with the sale of all or part of the Properties subject to this Indenture, Grantor shall have the right to expressly assign to such Purchaser the rights herein reserved or granted to Grantor.

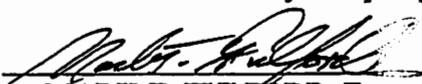
(c) Any notice required to be sent to any Member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Clair County or any appropriate municipality for each Lot.

(d) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, said WOODFIELD DEVELOPMENT, L.L.C. has caused its name to be signed to these presents by its Member, this 31st day of January, A.D., 2006.

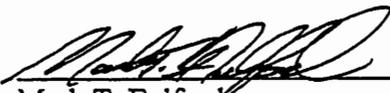
GRANTOR:

WOODFIELD DEVELOPMENT, L.L.C.,
an Illinois limited liability company

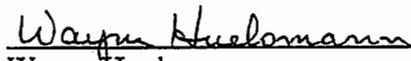
By: 

MARK T. FULFORD, Trustee of the
MARK T. FULFORD Revocable
Trust Dated June 3, 1999, Member

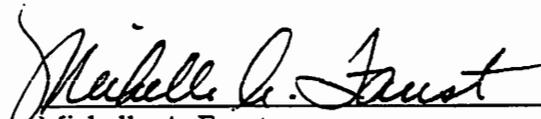
ACCEPTANCE OF APPOINTMENT AS TRUSTEES:



Mark T. Fulford



Wayne Huelsmann



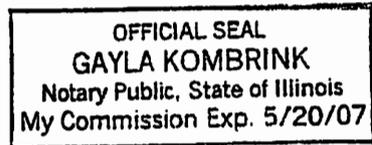
Michelle A. Faust

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARK T. FULFORD, Trustee of the MARK T. FULFORD, Revocable Trust dated June 3, 1999, Member of WOODFIELD DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member, he signed and delivered the said instrument as the Member of said company, pursuant to authority given by the members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of January,
A.D., 2006.

Gayla Kombrink
Notary Public



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