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PEORIA COUNTY
STATE OF ILLINOIS

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Sudley E. Horton
RECORDER OF DEEDS

**DECLARATION OF
RESTRICTIONS FOR LOTS
1-54 IN FIELDSTONE
ESTATES SUBDIVISION**

PEORIA COUNTY

PREPARED BY:
Sandra J. Birdsall
Hasselberg, Williams, Grebe
& Snodgrass
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AFTER RECORDING MAIL TO:
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124 SW Adams, Suite 360
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THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made
this 10 day of FEBRUARY, 2004, by KRUPPS & O'CONNOR, LLC, ("Developer").

RECITALS

WHEREAS, Krupps & O'Connor, LLC, is the successor in interest to Edwin Enterprises, LLC, as developer of Fieldstone Estates Subdivision through the purchase of all remaining lots in such Subdivision owned by Edwin Enterprises, LLC;

WHEREAS, the following documents have previously been recorded against the Property: Declaration of Restrictions for Fieldstone Estates recorded October 21, 1998 as Document No. 98-39716, Amendment and Partial Rescission of Declaration of Restrictions for Fieldstone Estates recorded May 26, 2000 as Document No. 00-16676, Second Amendment of the Declaration of Restrictions for Fieldstone Estates recorded September 6, 2000 as Document No. 00-28418 and Addition of Real Estate to Declaration of Restrictions for Fieldstone Estates recorded October 24, 2001 as Document No. 01-38808 in the Office of the Peoria County Recorder of Deeds, and all terms, covenants, restrictions and prohibitions contained therein;

WHEREAS, it is the intent of Developer to amend and restate such documents above described as to the property described in Exhibit A (the Property) attached hereto which Developer has the right to do pursuant to Article VI (l) of the Declaration. The documents shall remain in full force and effect as to all other property.

NOW THEREFORE, Developer declares as follows:

ARTICLE I
Definitions

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Certain words and terms used in this Declaration are defined as follows:

Association. The Fieldstone Estates Subdivision Property Owners' Association made up of all the Lot Owners of Lots 1-54 in Fieldstone Estates Subdivision .

Association Property. All real property which Developer conveys to the Association for the non-exclusive use and enjoyment of the Lot Owners including the stormwater detention pond (Outlot A) and entryway sign.

Board. The Board of Trustees of the Association as constituted at any time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.

Bylaws. The bylaws of the Association as attached hereto and incorporated hereby as Exhibit B.

Developer. Krupps & O'Connor, LLC and its successors and assigns.

Lot. Any parcel of land or other tract in Fieldstone Estates against which this Amended Declaration was recorded, together with any and all improvements thereon.

Lot Owner or Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

Property. The parcels of land making up Lots 1-54 in Fieldstone Estates legally described in Exhibit A attached hereto and made a part hereof.

Subdivision. Lots 1-54 of Fieldstone Estates Subdivision as recorded on the plat recorded on October 15, 1998 as Document No. 98-38969 in Plat Book 7, pages 3 and 4.

ARTICLE II
Occupancy and Use

1. All Lots in the Subdivision shall be for single family residential purposes only, regardless of the zoning or use restrictions imposed from time to time by any governmental authority.
2. No dwelling shall be occupied until the Certificate of Occupancy has been issued by the appropriate governmental authority and construction of the exterior of the dwelling is complete.
3. No Lot shall be used and no building or improvement shall be constructed and used for mercantile, commercial, manufacturing, professional or business purpose

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4. No Lot, building or improvement shall be used for any immoral or unlawful purpose, and no noxious or offensive trade or activity shall be carried on or upon any Lot, and nothing shall be done thereon which may be or become a nuisance to the Subdivision and Lot Owners therein.
5. No buildings or house trailers may be moved to the Subdivision and no basement or garage house temporary residence of any kind shall be used as living quarters or permitted on any Lot.
6. No Lot shall be used for the purpose of advertising or the erection of any advertising sign or billboard, provided however, that signs customarily used as in the sale of Lots and dwellings shall be permitted when used for the purposes of selling such Lots and dwellings.
7. No Lot as platted shall be divided so as to result in creating additional Lots.
8. No animals, other than domesticated house pets, shall be kept or maintained within the Subdivision.
9. Recreational vehicles, trucks, boats, trailers and all other vehicles, except passenger automobiles, shall be garaged when not in use and totally concealed from view. No vehicles, including those of the Lot Owners shall be regularly parked on the street.
10. No recreational vehicles or devices such as snowmobiles, trail bikes, motorcycles, mini-bikes, go-carts or all terrain vehicles shall be operated within the Subdivision.

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ARTICLE III
Construction and Maintenance

1. No building or improvement, including without limitation, any house, garage, outbuilding, fence, enclosure, swimming pool, wading pool, tennis court, recreational court, driveway, walkway, retaining wall or landscaping shall be erected, placed or altered on any Lot until the building plan, specifications, and plot plan, showing the design, building materials and location of the building or improvement, have been approved by the Developer. The following provisions shall apply to such approval requests and approval.
 - A. All approval requests together with all required plans shall be submitted to Developer for approval at least thirty (30) days prior to the commencement of any proposed construction. Developer shall have the right, in its sole discretion, to approve or disapprove any approval requests.
 - B. Upon the event of approval by Developer, the Developer, at the request of the Lot Owner, shall issue a Certificate of Approval stating that the approval request has been approved by Developer. Approval shall be binding on the Developer provided that the construction strictly complies with the plans and specifications submitted to Developer. Developer's approval shall not, however,

excuse the Lot Owner from compliance with all applicable city and state building codes and use restrictions, and Developer shall not be liable for the approval of any plans and specifications which fail to comply with these same restrictions. No action shall lie against the Developer for Developer's failure to approve or Developer's approval of any plans or specifications, subject to Paragraphs C and D below.

C. In the event the plans and specifications submitted to Developer are not approved, the Lot Owner agrees to refrain from any construction for which approval was sought and not approved but shall have the right to resubmit new plans and specifications for approval to Developer.

D. In the event Developer fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction in accordance with the plans and specifications has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

2. Construction shall be governed by the following specifications:

A. No dwelling shall exceed three (3) stories in height.

B. No dwelling shall have less than the following minimum number of square feet of enclosed living space, exclusive of garage, porches and breezeways. All residences shall have at least a half basement.

(1) Dwellings of one level: two thousand one hundred (2,100) square feet above ground.

(2) Dwellings of multiple levels: two thousand four hundred (2,400) square feet above ground, and the first floor area to be not less than one thousand three hundred (1,300) square feet.

C. No wallboard, sheet metal, tar paper or roofing paper, shall be used for any exterior wall covering or roofs. No aluminum siding shall be permitted; however such exclusion shall not prohibit aluminum soffit, window or door trim. Permitted exterior siding shall be of high quality brick, stone, wood or Dryvit. Vinyl siding may be used if high quality and pre-approved by Developer. All siding colors shall conform with other improvements in the Subdivision. All roofing materials shall be medium to dark in color.

D. No concrete block or poured concrete foundation or wall shall be exposed above grade so as to be visible, provided, however, that poured foundation walls have a brick appearance may be exposed above grade not more than one (1) foot,

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provided that such exposed areas are substantially concealed by landscape plantings.

E. One-third (1/3) of the total exterior wall area of all dwellings shall be faced with brick, stone or materials having a comparable masonry appearance such as Dryvit. Fireplace enclosures shall not be included in the computing of the one-third (1/3) masonry or comparable requirement. The computation of compliance with the one-third (1/3) masonry or comparable requirement shall be at the sole discretion of the Developer following review and approval of building plans and specifications.

F. All fireplace exteriors shall be constructed of brick, stone, or comparable masonry such as Dryvit so as to give the appearance of masonry construction.

G. Except as necessarily incidental to active construction of the buildings and structures, no new or used construction materials or supplies, junk, machinery, or the like shall be kept or allowed to remain on a Lot except inside buildings and concealed from view.

H. No buildings or house trailers may be moved to the Subdivision, and no basement, garage house or temporary residence of any kind shall be used as living quarters or permitted on any Lot. In the construction of any swimming or wading pool, all machinery and filtering tanks must either be recessed in the ground with an adequate cover, or placed inside a housing approved by the Developer.

I. During the course of construction, all materials and equipment shall be stored only on the Lot on which construction is underway; debris and waste shall be removed from the premises each week or suitably covered. Lightweight debris shall be stored in containers to avoid blowing on adjacent Lots. The intent of this covenant is to maintain and preserve a clean and neat appearance at all times.

J. No radio towers or similar structures shall be erected or maintained in the Subdivision. All television antennas shall be contained within the dwelling or approved by Developer. Only satellite dishes approved by Developer may be installed.

K. No animal pens or kennels shall be erected or maintained in the Subdivision without written approval of Developer.

L. All driveways including, but without limitation, those leading from the street right of way line to the garage of a dwelling shall be concrete or such other material as is approved by Developer. The radius of the return of the driveway shall be five feet or such other radius as is approved by Developer. No fills or embankments shall be made within the Subdivision of materials other than earth, gravel, stone or other masonry materials as are approved by Developer. The Lot Owner shall be responsible for payment of any damage to the street, curb,

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sidewalks and other Subdivision improvements by him or his agents and contractors.

M. All garbage or trash cans shall be covered by a permanent lid and concealed from view.

N. Each dwelling shall be constructed with a garage having a capacity for no less than two and not more than four passenger cars. Any garage structure shall be of compatible design with and attached to the dwelling on the Lot and approved by Developer.

O. No material excavated by reason of building or other construction shall be removed from the Subdivision without the permission of Developer.

P. No clotheslines or posts or other appliances for hanging clothes outside shall be constructed or maintained.

Q. In relation with each dwelling, there shall be constructed, at the expense of the Lot Owner, a freestanding lamp post and mailbox of a design approved by Developer, and the following provisions shall apply to such installations:

(1) The lamp post shall be installed at a location approved by Developer.

(2) The lamp post shall be fitted with an automatic illuminating device which will illuminate the lamp post fixture at dusk.

(3) In the event that mail delivery is provided to the door of the dwellings in the Subdivision, freestanding mailboxes shall be removed by the Lot Owner within thirty (30) days after commencement of mail delivery to the door.

(4) The Lot Owner shall maintain the lamp post and mailbox in proper operating condition and good repair at all times.

(5) In the event either the lamp post or mailbox is constructed in the public right-of-way, the Lot Owner shall hold harmless the City and County of Peoria, Illinois, from any damage occurring to either the lamp post or mailbox.

R. No trees in excess of eight inches in diameter at the base shall be destroyed or removed without the consent of the Developer.

S. No building or structure of any kind shall be located on any Lot nearer to the street, side or rear yard lines than the building setback lines shown on the

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recorded plat of the Subdivision, or as otherwise required by applicable zoning or building codes.

a) Any grantees and their successors, heirs or assigns shall commence construction on or before four (4) years from the date of conveyance, excepting any grantee of Lot 1 as shown on the Final Plat of Fieldstone Estates, which shall be exempt from this requirement. Construction shall be deemed commenced when the Lot Owner has obtained a building permit and has the foundation dug. An extension of up to one (1) year may be given by the Developer to an owner if owner is temporarily transferred out of the USA by owner's employer.

b) Completion. In the event such construction is not commenced, the Developer or its successor in interest hereunder as the case may be shall have the absolute right, as its option, to repurchase the Lot by repayment of the original purchase price in cash. In the event a dwelling, including all landscaping work, is commenced but not complete within one (1) year thereafter, the Developer or its successor in interest hereunder, shall have the absolute right, at its option, to repurchase the Lot by repayment of the original purchase price, plus ninety percent (90%) of the fair market values of the partially completed dwelling. The Lot Owner shall have the right to a reasonable extension of time due to delays caused by weather.

c) Arbitration. If an agreement cannot be reached as to the fair market value thereof, the same shall be determined by arbitration by an arbitrator to be appointed by the Lot Owner, an arbitrator to be appointed by the Developer or its successor in interest hereunder, and if necessary, a third arbitrator chosen by the first two arbitrators, and the majority shall be binding upon the Lot Owner and Developer. All arbitrators shall be licensed architects. Each party shall bear the expense of their own arbitrator and share equally in the expense of the third arbitrator, if appointed.

T. On completion of construction of a dwelling, the Lot Owner, at Lot Owner's expense, shall:

(1) Install landscaping on the Lot in accordance with plans approved by this Developer. Such landscaping shall include planting at least one tree and all yard areas shall be sodded or seeded no later than the first growing season following completion of the construction of the exterior of the dwelling; and

(2) Install sidewalks along the frontage of the Lot in conformity with the ordinances of the City of Peoria, Illinois and approval of the Developer.

(3) Lots 37 thru 54 shall connect sump drain lines from basement to sump drain line along street curbing.

3. Each Lot Owner shall maintain his property, including all landscaping in a presentable condition. Unreasonable destruction of natural foliage shall be avoided. No refuse, garbage, ashes, waste, debris or any offensive substance or material shall be kept or allowed to remain in the Subdivision except temporarily in suitable containers. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall notify the Owner of said Lot of the objectionable condition of the Lot, in writing and mailed to the address listed with the Peoria County Supervisor of Assessments. If the condition of said Lot is not corrected within ten (10) days of the mailing of such notice, the Developer may undertake such reasonable acts as may be necessary in Developer's sole discretion, to improve the condition of the Lot. Any charges sustained by the Developer may be charged to the Lot Owner along with the interest at twelve percent (12%). This charge shall be a lien against the property. Developer shall have the right to bring action for the collection thereof, and to foreclose such lien and to recover all charges and costs of the action and reasonable attorneys fees.

4. At such time as construction of a dwelling is commenced, such construction shall be performed continuously and completed one (1) year after commencement of construction. Construction shall include construction of dwelling and its appurtenances, the driveway, finished site grading and such ground covers as to prevent any soil erosion on the Lot.

5. All fences shall be of natural or neutral color constructed of vinyl, wrought iron, aluminum, stone or brick and shall comply with state and local ordinances. No chain link or wood fences shall be permitted. No fencing shall be permitted in the front yard (defined by the area between the street, side yard lines and the front elevation of the house.)

ARTICLE IV
Easements

Easements for public utility installation and maintenance, including installation and maintenance of necessary underground appliances are reserved as shown on the recorded plat of the Subdivision. The right is hereby granted to all public utilities to install, lay, construct, renew, operate and maintain pipes, conduits, cable wires and related equipment underground, with all necessary appliances and related equipment for the purposes of serving the Subdivision and adjoining property with gas, electricity, water, sewer, telephone services and cable television, including the right to use streets and walkways where necessary, together with the right to enter upon the Lots at all times to install, lay, construct, renew, operate and maintain such pipes, conduits, cable and other appliances and related equipment. Similarly, the right is hereby granted to use streets and public walkways where necessary for public utility equipment, provided the right to use the streets and walkways, for public utility equipment is granted upon the condition that such use does not obstruct the same or interfere with their use as streets and walkways. No dwelling or other permanent structure shall be placed on such easement but the same may be

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used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

ARTICLE V
Homeowner's Association

1. A Homeowner's Association to be known as the FIELDSTONE ESTATES SUBDIVISION PROPERTY OWNERS' ASSOCIATION shall be organized upon the occurrence of either of the following events:

- A. Upon the sale of all the Lots in the Subdivision, or
- B. Upon the sale of seventy-five (75%) of the Lots in the Subdivision together with the written approval of the Developer.

The Developer shall have the right to transfer its rights as Developer in connection with a transfer of Lots in the Subdivision and such transfer shall not be construed as a sale of Lots under this paragraph. The Bylaws of the Association are attached as Exhibit B.

2. Organization of the Association shall be effected by instrument in writing and recorded in the Office of the Peoria County Recorder of Deeds, Peoria County, Illinois. The Association may be organized as an Illinois not-for-profit corporation in accordance with the applicable law.

3. For the purpose of voting at any meeting of the Association, there shall be one vote with respect to each Lot in the Subdivision. The person entitled to vote at any meeting of the Association shall be the Lot Owner or one of the Lot Owner's designees in the Subdivision. Voting shall be done in person or by proxy signed by the Lot Owner or the Lot Owner's designee at a duly authorized meeting of the Association. Except as otherwise provided in this Declaration or the Bylaws, decisions of the membership of the Association shall be by majority vote of all Lots in the Subdivision.

4. The Association shall be managed by a Board of Trustees consisting of three (3) trustees, elected by members of the Association at a meeting held for such purpose. The first meeting of the Association shall be held within twenty-one (21) days from the date of recording the instrument creating the Association. Each of the trustees shall be an Owner of a Lot in the Subdivision and shall serve for a term of one (1) year or until a successor is duly elected. The first meeting of the Board shall be held within ten (10) days after the trustees' election and at such time the trustees shall elect from their number a President, Secretary and a Vice-President/Treasurer, all of whom shall serve for one (1) year or until their successors are elected. The Secretary shall keep complete records of all actions and proceedings of the Board, and the Board is hereby authorized to act for and on behalf of the Association, and as may be directed by members thereof.

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5. The Board may call special meetings of the Association by giving not less than ten (10) nor more than thirty (30) days prior written notice to its members. Such notices to a member shall be either personally served or a notice mailed to the last known address of the member. Annual meetings of the Association shall be held at such time and place as is designated by the Board.

6. When organized, the Association shall have the following powers and duties, provided, however, that nothing hereinafter contained shall prevent any Lot Owner from enforcing any restrictions or covenants in his or her name:

- A. To elect the Board and delegate powers and duties hereto;
- B. To provide for a general fund to enable the Association to perform its duties and to maintain the improvements described herein;
- C. To enforce in the name of the Association or in the name of any Lot Owner within the Subdivision, any and all restrictions and covenants which have been imposed upon Lots in the Subdivision;
- D. To care for, spray, trim and to protect and to plant trees and shrubs on streets and other public places and land owned by the Association and to sow or resow grass and otherwise maintain Association Property, including Outlot A as a detention pond;
- E. To provide for such light and replacements, repair or improvement thereof as the Association may deem advisable Association on streets, public places, gateways, semi-public places and Association Property, and to pay the cost of operating such lighting devices as the Association deems advisable;
- F. To exercise control of easements in succession to the Developer, its representatives, successors and assigns;
- G. To pass upon plan and perform all other duties heretofore incumbent on the Developer under the Declaration;
- H. To own and acquire real estate and other property and provide for the maintenance and use thereof;
- I. To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;
- J. To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association;

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K. To invest any funds of the Association in certificates of deposits, money market funds, or comparable investments;

L. To exercise control of easements in succession to Developer;

M. Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Lot Owners at a meeting duly called for such purpose, the Board acting on behalf of all Lot Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as common expenses.

N. To perform any and all other acts and services consistent with the provisions hereof and applicable law; and

O. Upon the sale of all Lots in the Subdivision, transfer of rights and obligations shall be automatic; however, there shall be no transfer of Developer's right to collect utility deposits.

7. The Board shall have the following general and specific powers and duties:

A. Provide for lights and replacement, repair and improvement thereof as the Association may deem advisable on streets and Association Property;

B. Operation, development, care, upkeep, maintenance, replacement, and improvement of Association Property, including landscaping of Association Property;

C. Preparation, adoption and distribution of the annual budget for the Property;

D. Levying of assessments to provide for a fund or funds to enable said Association to perform its duties in accordance with the Declaration;

E. Collection of assessments from Lot Owners;

F. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Association Property;

G. Obtaining adequate and appropriate kinds of insurance including, but not limited to, liability insurance insuring the Association against any and all liability to the public, to any Lot Owner, or to the invitees or tenants of any Lot Owner arising of their occupation and/or use of the Association Property. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association; and workman's compensation insurance to the extent necessary to comply with the Illinois statutes and any other insurance deemed necessary by the Board;

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H. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to the Bylaws;

I. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property which shall be open for inspection to any Member;

J. Having access to each Lot, from time to time, as may be necessary for making emergency repairs therein necessary to prevent damage to Association Property;

K. Borrowing money at such rates of interest as it may determine and issuing its notes, bonds and other obligations to evidence such borrowing;

L. Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Association Property;

M. Imposing charges for late payments of a Lot Owner's proportionate share of the common expense, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

N. Assigning its rights to future income, including the right to receive common expense assessments;

O. Recording the dedication of a portion of the Association Property to a public body for use, as, or in connection with, street or utility;

P. Recording the granting of an easement across, along or upon the Association Property; and

Q. Enforce, in the name of the Association or in the name of any Lot Owner, any and all restrictions and covenants which have or may hereafter be imposed upon Lots.

8. For the purpose of providing a general fund to enable the Association to perform the duties and to maintain the improvements provided herein, all land within the boundaries of the Subdivision shall be subject to improvement and maintenance assessments, to be paid to the Association annually in advance or as otherwise determined by the Association, by the Owners of the land subject to said assessment. Such assessment for general purposes shall not exceed the sum of one hundred dollars (\$100) per year per Lot, provided, however, such amount may be increased ten percent (10%) per year as determined by the Association and special assessments, if necessary (in addition to the assessment for general purposes), may be imposed and levied to cover the costs of necessary repairs, maintenance or replacement, including but not limited to replacement or repair of such lights or lighting as may be necessary. Such special assessments shall be made and levied on a uniform and proportional basis on all the Lots in the Subdivision.

9. The Board shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection to any member of the Association. Assessments may be levied annually and shall be payable within thirty (30) days

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after the meeting at which said assessment was levied. Immediately after the meeting at which an assessment was levied, the Board shall serve upon or mail a notice to the Owner of each Lot, or part thereof, to his or her last known address, stating the amount of assessment due on such Lot, or part thereof, and the date and place it shall be paid. Assessments for general and special purposes and services shall become liens on real estate as soon as due and payable, as herein set forth. If not paid within thirty (30) days from due date, such assessments shall bear interest at the rate of ten percent (10%) per annum from the due date thereof and the payment of both principal and interest may be enforced as a lien on said real estate in any court in Peoria County having jurisdiction of suits for the enforcement of such terms. It shall be the duty of the Association to bring suit to enforce liens as soon as they become delinquent. Such liens shall continue for a period of one (1) year from the date of delinquency, but no longer unless that within such time a suit shall have been instituted for the collection of assessment, in which case the lien shall be valid until the assessment is paid.

10. The Developer may convey certain lands designated as outlots, or detention ponds within the Subdivision to the Association to be owned and maintained by the Association for the benefit of all Lot Owners subject to reasonable rules and regulations which the Association shall from time to time adopt.

11. All Lot Owners in the Subdivision acknowledge that Outlot A as shown on the plat recorded October 15, 1998 as Document No. 98-38969 in Plat Book 7, pages 3 and 4 is designated as a detention pond on the plat of the Subdivision. Such Lot may not be used for residential construction or recreational purposes, but shall be for erosion control purposes and the control of storm sewer water runoff. It is further acknowledged that after formation of the Association, it is the intent and right of the Developer to deed title to said Outlot A to the Association, with the Association to properly maintain such Outlot A and keep the detention pond and related equipment in proper working order.

ARTICLE VI
Enforcement

1. The within covenants are to run *with* the land and shall be binding on all parties acquiring any interest in the Property or Lots covered hereby, and all persons claiming under them until the same shall be amended, altered or rescinded. As to the Property, these covenants replace all prior covenants recorded against the Property.

2. If any party or his heirs or assigns shall violate or attempt to violate any of the covenants contained, herein it shall be lawful for any other person or person owning any real estate property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation. The right to enforce the covenants contained herein shall also be vested in the Developer and the Association upon its formation.

3. Developer may by instrument in writing, properly acknowledged by it, assign and

convey to any other person, corporation, or entity, all of the rights, reservations and privileges herein reserved to it and Developer shall have the further right to designate in writing, properly acknowledged, an agent for Developer to act for and on behalf of Developer in all matters pertaining to this Declaration and all persons shall have the right to rely on such designation in writing so naming Developer's agent as to all matters set forth herein.

4. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur. Neither the Developer nor the Association shall be liable to any Lot Owner or any third party or to each other for failure to enforce the same.

5. The rights, reservations and privileges of the Developer shall remain with the Developer or its appointed agent or successor until formation of the Association. Upon formation of the Association, such rights, reservations and privileges shall become vested in the Association without further act or deed.

ARTICLE VII

Amendment, Modifications and Waivers

1. These restrictions, reservations and covenants may be altered, amended or rescinded by a declaration in writing signed by the Developer until such time as the Association shall be formed, and thereafter any alteration, amendment or rescission of this Declaration shall be in writing and filed in the Office of the Recorder of Deeds in Peoria County, Illinois, and such alteration, amendment or rescission shall not be valid or binding until so recorded.

2. In the event that compliance with any of the provisions of this Declaration, in the opinion of the Developer or the Association as the case may be causes undue hardship on any Owner of any Lot or Lots, then in that event, a special written permission may be given by the Developer or Association, to deviate from the provisions contained herein in the matters set forth in said written permission shall have effect of a waiver of the provision with respect to the specific Lot or Lots so mentioned in said letter and shall in no way affect this Declaration as such restrictions to any other Lot or Lots in the Subdivision.

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ARTICLE VIII

Miscellaneous

1. Invalidation of any one of these covenants by judgment or court shall into way affect any of the other provisions, which shall remain in full force and effect.

2. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development.

3. Whenever any notice is required to be given under the provisions of the Declaration, or the Bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of

such notice. Notices required to be given to any devisee or personal representatives of a deceased Lot Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

4. In the event title to any Lot should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated or sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer or beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictions to be executed on the 16 day of February, 2004.

DEVELOPER:

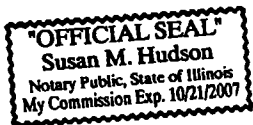
KRUPPS & O'CONNOR, LLC

By: [Signature]
Richard L. Krupps, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard L. Krupps, personally known to me to be the Manager of Krupps & O'Connor, LLC, an Illinois limited liability corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as Manager, and as the free and voluntary act of such limited liability corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument.

Given under my hand and Notarial Seal this 16 day of February, 2004.



[Signature]
NOTARY PUBLIC

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EXHIBIT A

Lots 1-54 as shown on the Final Plat for Fieldstone Estates, a Subdivision of part of the Southwest ¼ of Section 11 and part of the Southeast ¼ of Section 10 and part of the Northeast ¼ of Section 15, all in Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois recorded October 15, 1998 in Plat Book 7, pages 3 and 4.

Lot 1	13-10-478-001	Lot 44	13-11-353-016
Lot 2	13-10-478-002	Lot 45	13-11-353-017
Lot 3	13-11-354-001	Lot 46	13-11-353-018
Lot 4	13-11-354-002	Lot 47	13-11-353-008
Lot 5	13-11-354-003	Lot 48	13-11-353-007
Lot 6	13-11-354-004	Lot 49	13-11-353-006
Lot 7	13-11-354-006	Lot 50	13-11-353-005
Lot 8	13-11-354-007	Lot 51	13-11-353-004
Lot 9	13-11-354-008	Lot 52	13-11-353-003
Lot 10	13-11-354-009	Lot 53	13-11-353-002
Lot 11	13-11-354-010	Lot 54	13-11-353-001
Lot 12	13-11-354-011		
Lot 13	13-11-354-012		
Lot 14	13-11-354-013		
Lot 15	13-11-354-014		
Lot 16	13-11-354-015		
Lot 17	13-11-354-016		
Lot 18	13-11-354-017		
Lot 19	13-11-354-018		
Lot 20	<u>13-11-354-019</u>		
Lot 21	13-11-354-020		
Lot 22	13-11-354-021		
Lot 23	13-11-352-016		
Lot 24	13-11-352-015		
Lot 25	13-11-352-014		
Lot 26	13-11-352-013		
Lot 27	13-11-352-012		
Lot 28	13-11-352-011		
Lot 29	13-11-352-010		
Lot 30	13-11-352-009		
Lot 31	13-11-352-008		
Lot 32	13-11-352-007		
Lot 33	13-11-351-022		
Lot 34	13-11-351-021		
Lot 35	13-11-351-020		
Lot 36	13-11-351-019		
Lot 37	13-11-353-009		
Lot 38	13-11-353-010		
Lot 39	13-11-353-011		
Lot 40	13-11-353-012		
Lot 41	13-11-353-013		
Lot 42	13-11-353-014		
Lot 43	13-11-353-015		

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EXHIBIT B

BYLAWS OF FIELDSTONE ESTATES
SUBDIVISION PROPERTY OWNERS' ASSOCIATION

ARTICLE I

Definitions

Certain words and terms used in these Bylaws are defined as follows:

Association. The Fieldstone Estates Subdivision Property Owners' Association made up of all the Lot Owners of Lots 1-54 in Fieldstone Estates Subdivision, acting pursuant to these Bylaws, through its duly elected Board.

Association Property. All real property which Developer conveys to the Association for the non-exclusive use and enjoyment of the Lot Owners including the stormwater detention ponds.

Board. The Board of Trustees of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.

Declaration. The Amended and Restatement of the Declaration of Restrictions for Lots 1-54 in Fieldstone Estates to which these Bylaws are attached and by which these Bylaws are incorporated as Exhibit B.

Developer. Krupps & O'Connor, LLC and its successors and assigns.

Majority of Lot Owners or Majority of Members. The owners of more than fifty percent (50%) of the lots comprising the subdivision

Lot. Any parcel of land or other tract in Fieldstone Estates against which the Declaration was recorded, together with any and all improvements thereon.

Lot Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

Member. A member of the Association.

Property. The parcels of land making up lots 1-54 in Fieldstone Estates legally described in Exhibit A attached to the Declaration.

Trustee(s). Member(s) of the Board of Trustees of the Association.

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ARTICLE II
General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration.

ARTICLE III
Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of Members. Each Lot Owner shall be a Member of the Association, which membership shall terminate upon the sale or other disposition of such Member's Lot, at which time the new Lot Owner shall automatically become a Member of the Association. Such termination shall not relieve or release any such former Lot Owner from any liability or obligation incurred under or in any way connected with the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or other may have against such former Lot Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificate evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights.

(a) Commencing with the date of the said first annual meeting of the Members, the total number of votes of all Members shall be equal to the number of Lots. Each Lot Owner shall be entitled to one vote for each Lot owned. Developer shall be entitled to the number of votes which reflect the number of Lots owned by Developer.

(b) If a Lot is owned by more than one person, the voting rights with respect to such Lot shall not be divided, but shall be exercised as if the Lot Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Lot Owner. If only one of such persons constituting such Lot Owner is present, he shall be entitled to cast the vote. If more than one of such persons constituting such Lot Owner is present, the vote allocated to such Lot may be cast only in accordance with the agreement of a majority in interest of such persons. Agreement by a majority in interest of such persons shall be deemed to exist if any of such person casts the vote allocated to such Lot without protest being made promptly to the person presiding over the meeting by any such persons constituting such Lot Owner.

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Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article III, Section 1 hereof.

ARTICLE IV Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the Members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the twenty-one days from the date that the a notice of formation is recorded in the Office of the Recorder of Deeds of Peoria County. Thereafter, an annual meeting of the Members for the purpose of electing subsequent Trustees and for the transaction of such other business as may come before the Association shall be held in February on a date selected by the Board. If the election of Trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meeting of the Members may be called by the Board, the President, or not less than twenty percent (20%) of the Members. All matters to be considered at special meetings of the Members called by not less than twenty percent (20%) of the Members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the Members called to consider such matters.

Section 3. Place and Time of Meeting. All meetings of the Members shall take place at such reasonable place or time designated by the Trustees or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of Members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more that thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officer or persons calling the meeting, except that notice of the first annual meeting of the members shall be given Lot Owners at least twenty-one (21) days prior thereto. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The Members present at a meeting in person or by proxy, holding twenty percent (20%) of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of Members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws.

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Section 6. Proxies. At any meeting of the Members, a Member entitled to vote may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Every proxy must bear the date of its execution.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of a majority of all Members except as otherwise provided in the Declaration and these Bylaws.

ARTICLE V Board of Trustees

Section 1. In General. The affairs of the Association shall be managed by its Board of Trustees.

Section 2. Number, Tenure and Qualifications. The number of Trustees shall be three (3). Commencing with the date of the first meeting of the Members, the Trustees shall each be elected at large solely by, from and among, the Members. Each Trustee shall serve for a term of one (1) year or until his successor shall have been elected and qualified. Each Trustee shall hold office without compensation. In the event that a Member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a Trustee. Notwithstanding the above, only one person from each Lot may be a Trustee at one time. A Trustee may succeed himself in office.

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Section 3. Meetings. The first annual meeting of the Board shall be held within ten (10) days after the Trustees are elected by the Members. Thereafter, a regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. The Board shall, by regulations which the Board may adopt from time to time, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four (4) times per year.

Section 4. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two Trustees. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 5. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all Members of the Association and all Trustees not calling the meeting at least

forty-eight (48) hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all Members of the Association at least forty-eight (48) hours prior to the date of such meeting. All such notice shall be deemed to be mailed when deposited in the United States mail addressed to each Member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on the Trustees.

Section 6. Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Trustees are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws.

Section 7. Manner of Acting. The act of a majority of the Trustees present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Declaration.

Section 8. Vacancies. Any vacancy occurring on the Board by reason of death, removal or resignation of the Trustees shall be filled by the majority vote of the remaining Trustees for the unexpired portion of the term. The Trustees, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any office of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a Trustee, no Trustee remains in office, a special meeting of Members may be called to fill all vacancies for the unexpired terms of the Trustees.

Section 9. Removal. From and after the date of the first annual meeting of the Members, any Trustee may be removed from office by the affirmative vote of the majority of all the Members of the Association at a special meeting called for such purpose.

Section 10. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the Members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations. No rules and regulations may impair rights granted by the Declaration of Restrictions. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the Members may veto the rule or regulation at a special meeting of the Members called for such purpose, and held before the effective date of the rule or regulation, by a vote of a majority of all Members of the Association.

Section 11. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the Members, except for meetings that have been called for the following reasons;

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(a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee; or

(c) to discuss violations of rules and regulations of the Association or Member's unpaid share of any common expenses or assessments.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any Member. Any Member may record the proceedings at meetings required to be open by these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

ARTICLE VI

Officers

Section 1. Officers. The officers of the Board shall be a President, a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Board shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

Section 4. Vacancies. A vacancy of any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

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Section 6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to documents as required or permitted by the Declaration or these Bylaws; be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE VII

Powers and Duties of the Association and Board

Section 1. General and Specific Powers of Association. The Association shall have the following powers:

- (a) To elect the Board and delegate powers and duties hereto;
- (b) To provide for a general fund to enable the Association to perform its duties and to maintain the improvements described herein;
- (c) To enforce in the name of the Association or in the name of any Lot Owner within the Subdivision, any and all restrictions and covenants which have been imposed upon lots in the Subdivision;
- (d) To care for, spray, trim and to protect and to plant trees and shrubs on streets and other public places and land owned by the Association and to sow or resow grass and otherwise maintain any common areas, or Association Property;
- (e) To provide for such light and replacements, repair or improvement thereof as the Association may deem advisable on streets, public places, gateways, semi-public places, common areas, and Association Property, and to pay the cost of operating such lighting devices as the Association deems advisable
- (f) To exercise control of easements in succession to the Developer, its representatives, successors and assigns;
- (g) To pass upon, plan and perform all other duties heretofore incumbent on the

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Developer under the Declaration;

(h) To own and acquire real estate and other property and provide for the maintenance and use thereof;

(i) To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Association Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;

(j) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or receive by, the Association;

(k) To invest any funds of the Association in certificated of deposits, money market funds, or comparable investments;

(l) To exercise control of easements in succession to Developer;

(m) Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a Majority of the Lot Owners at a meeting duly called for such purpose, the Board acting on behalf of all Lot Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as common expenses.

(n) To perform any and all other acts and services consistent with the provisions hereof and applicable law; and

(o) Upon the sale of all Lots in the Subdivision, transfer of rights and obligations shall be automatic; however, there shall be no transfer of Developer's right to collect utility deposits.

Section 2. General Duties and Powers of the Board. The Board shall exercise all powers and duties; including but not limited to the following:

(a) Provide for lights and replacement, repair and improvement thereof as the Association may deem advisable on streets, common areas and Association Property;

(b) Operation, development, care, upkeep, maintenance, replacement, and improvement of Association Property, including landscaping of Association Property;

(c) Preparation, adoption and distribution of the annual budget for the Property;

(d) Levying of assessments to provide for a fund or funds to enable said Association to perform its duties in accordance with the Declaration;

(e) Collection of assessments from Lot Owners;

(f) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Association Property;

(g) Obtaining adequate and appropriate kinds of insurance including, but not limited to, liability insurance insuring the Association against any and all liability to the public, to any Lot Owner, or to the invitees or tenants of any Lot Owner arising of their occupation and/or use of

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the Association Property. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association; and workman's compensation insurance to the extent necessary to comply with the Illinois statutes and any other insurance deemed necessary by the Board;

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to Section 10, Article V of these bylaws;

(i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Association Property which shall be open for inspection to any Member;

(j) Having access to each Lot, from time to time, as may be necessary for making emergency repairs therein necessary to prevent damage to Association Property;

(k) Borrowing money at such rates of interest as it may determine and issuing its notes, bonds and other obligations to evidence such borrowing;

(l) Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Association Property;

(m) Imposing charges for late payments of a Lot Owner's proportionate share of the common expense, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

(n) Assigning its rights to future income, including the right to receive common expense assessments;

(o) Recording the dedication of a portion of the Association Property to a public body for use, as, or in connection with, street or utility;

(p) Recording the granting of an easement across, along or upon the Association Property; and

(q) Enforce, in the name of the Association or in the name of any Lot Owner, any and all restrictions and covenants which have or may hereafter be imposed upon Lots.

In performance of their duties, the officers and Trustees shall exercise, whether appointed by the Developer or elected by the Members, the same care required of a fiduciary of the Members.

Section 3. Authorized Expenditures. The Board shall acquire and make arrangements for, and pay for, the following:

(a) water, waste removal, heating, electricity, telephone or other necessary utility service for the Association Property;

(b) such insurance as the Association is required or permitted to obtain as provided in these Bylaws and the Declaration, if any;

(c) maintenance of Association Property and the sign at the entrance of the subdivision and any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance

and operation of the Property or for the enforcement of any restrictions or provisions contained herein;

(e) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Association Property or any part thereof or on the entryway sign. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Lot Owners; and

(f) maintenance and repair of any Lot which a Lot Owner is obligated to maintain or repair under the terms herein or under the terms of the Declaration if such maintenance or repair is necessary, in the discretion of the Association, and the owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Lot Owner; provided that any costs incurred by the Association hereunder shall be added to and become part of the assessment to which such Lot is subject.

Section 4. Approval by Association. All expenses, charges and costs of the maintenance, repair or replacement and any other expenses, charges or cost which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Association Property or the entryway sign requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior approval of a majority of the Lot Owners.

Section 5. Annual Budget. Each year on or before November 1st, the Board shall estimate the annual budget of common expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Lot Owner's proposed common expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Lot Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Lot Owners notice of the meeting of the Board as provided in Section 4, Article IV of the Bylaws at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed pro-rata to the Lot Owners. Each Lot Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. The Association shall have no authority to forebear the payment of assessments by any Lot Owner.

(a) The failure or delay of the Associations to prepare or serve the annual or adjusted budget on the Lot Owners shall not constitute a waiver or release in any manner of the Lot Owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Lot Owners shall continue to pay the monthly assessment charges at the then existing

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monthly rate establish for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed.

(b) If an adopted Annual Budget requires assessments against the Lot Owners in the first fiscal year in excess of One Hundred Dollars (\$100) per lot or thereafter in any fiscal or calendar year exceeding one hundred ten percent (110%) of the assessments for the preceding year, the Board, upon written petition by Lot Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a special meeting of the Lot Owners within thirty (30) days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Lot Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of votes of the Lot Owners are cast to reject the Annual Budget at a special meeting of the Lot Owners, a meeting of the Board shall be held within thirty (30) days of the date of such special meeting to prepare a revised Annual Budget to send to the Lot Owners together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered.

(c) Anything herein or in the Declaration to the contrary notwithstanding, the Association may charge to fewer than all Lot Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Lots owned by such Lot Owners, on such reasonable basis as the Association shall determine. Such charge shall be considered a common expense with respect to the Lots owned by such Lot Owners for all purposes herein and in the Declaration.

Section 6. Annual Accounting. On or before the 1st day of May of each calendar year commencing with the year subsequent to the year in which the first annual meeting of the members is held, the Association shall supply to all Lot Owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited pro-rata to the next monthly installments due from Lot Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added pro-rata, to the installments due in the succeeding six months after rendering of the accounting.

Section 7. Reserves. The Association may build up and maintain a reasonable reserve for operation, contingencies and replacement.

Section 8. Special Assessments. If said Annual Budget proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, or any nonrecurring common expense or any common expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed pro-rata to the Lot Owners and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Lot Owners (as provided in Section 4, Article IV of the Bylaws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Lot

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exceeds the greater of five (5) times such Lot's most recent monthly installment of common expenses or Three Hundred Dollars (\$300), such further assessment for all Lots shall not be effective until approved by an affirmative vote of two-thirds (2/3) of all Lot Owners at a meeting of Lot Owners duly called for such purpose. All Lot Owners shall be obligated to pay the further assessment.

Section 9. Books of Account, Default, Statement of Account.

(a) The Association shall keep full and correct books of account and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Lot Owner.

(b) If a Lot Owner is in default in the monthly payment of the aforesaid charges or assessment for thirty (30) days, the Association may assess a service charge of four percent (4%) of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Lot Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Lot Owners, to enforce collection thereof; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. No Lot Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse or abandonment of his Lot. Each such assessment, together with interest, costs, and attorneys' fees shall also be the personal obligation of the person who was the Lot Owner at the time the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

(c) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15), any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

Section 10. Priority of Liens. Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording of a notice by the Association of the amount owing by a Lot Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Lot and its proportionate interest in the Association Property and entryway sign free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

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ARTICLE VIII

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Board.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

Section 2. Availability for Examination. The Board shall maintain the following records of the Association available for examinations and copy at convenient hours of weekdays by the Lot Owners or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and Bylaws and any amendments, Articles of Incorporation of the Association if incorporated, annual reports, and any rules and regulations adopted by the Association or the Board shall be available. Prior to the first annual meeting of members of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying;

(b) The minutes of all meetings of the Members of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years;

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(c) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained; and

(d) A record giving the names and addresses of the members entitled to vote. A reasonable fee may be charged by the Association or its Board for the cost of copying.

ARTICLE X

Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

ARTICLE XI

Seal

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

ARTICLE XII

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or Bylaws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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ARTICLE XIII

Amendments to Bylaws

These Bylaws, may be altered, amended or repealed and new Bylaws may be adopted upon the affirmative vote of a majority of the Board or upon the affirmative vote of a majority of all of the Members at a regular meeting or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the Members of the Association has been obtained.

ARTICLE XIV

Indemnification

Each person who at any time is or shall have been a Board member or officer of this Association, or is or shall have been serving at the request of the Association as a Board member or officer of another Association, partnership, joint venture, trust or other enterprise, shall be indemnified by this Association in accordance with and to the full extent permitted by the Illinois General Not-For-Profit Corporation Act of 1986 as in effect at the time of adoption of this By-law or as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise. If authorized by the Board of Directors, the Association may purchase and maintain insurance on behalf of any person to the full extent permitted by the Illinois General Not-For-Profit Corporation Act of 1986 as in effect at the time of the adoption of these Bylaws or as amended from time to time.

The Association shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

The Association shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a present or former director, officer, or employee, or agent of the Association has been successful, on the merits or otherwise, in defense of any action, suit or

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proceeding referred to in Sections 1, 2 or 3 above of this Article XIV, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the corporation.

Any indemnification under Sections 1, 2 and 3 above of this Article XIV (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said sections above. Such determination shall be made: (a) by the majority vote of the directors who are not parties to such action suit or proceeding, even though less than a quorum, (b) by a committee of the directors designated by a majority vote of the directors, even through less than a quorum, (c) if there are no such directors, or if the directors so direct, by independent legal counsel in a written opinion, or (d) by the members entitled to vote, if any.

Expenses, including attorney's fees, incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article XIV. Since expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid on such terms and conditions, if any, as the Association deems appropriate.

The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any contract, agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article XIV.

For purposes of this Article XIV, references to "the Association" shall include, in addition to the surviving Association, any merging association (including any association having merged with a merging association) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, and employees or agents, so that any person who was a director, officer, employee or agent of such merging association, or was serving at the request of such merging association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving association as such person would have with respect to such merging association if its separate existence had continued.

For purposes of this Article XIV, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a director, officer, employee or agent of the Association which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Association" as referred to in this Article XIV.

ARTICLE XV Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words, "Board of Directors" and "Director" shall be substituted for the words "Board" and "Trustee," respectively, wherever they appear herein.

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