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**DECLARATION OF RESTRICTIONS**

**Tazewell County**

**Prepared By:**

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**DECLARATION OF RESTRICTIONS**  
**FIELDSTONE SUBDIVISION SECTION ONE**

THIS DECLARATION OF RESTRICTIONS is made this 19<sup>th</sup> day of February, 2007, by AK MORTON DEVELOPMENT, LLC, an Illinois limited liability company ("Developer").

**I. RECITALS**

WHEREAS, the Developer is the owner in fee simple of certain real estate, legally described in Exhibit A attached hereto and made a part hereof, in Tazewell County, Illinois; and

WHEREAS, Developer desires to develop the Subdivision into a single-family residential neighborhood; and

WHEREAS Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate; and

WHEREAS, Developer intends to, and does hereby declare that such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which such easements, restrictions, covenants and conditions shall run with the

real estate and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, Developer desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the Property and the Lot Owners.

NOW, THEREFORE, Developer declares as follows:

## **ARTICLE I DEFINITIONS**

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

- (a) Association:** The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Association Board shall be the Developer.
- (b) 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.
- (c) Building(s):** All structures, attached or unattached
- (d) By-Laws:** The By-Laws of the Association, which are adopted by the Association.
- (e) Developer:** AK Morton Development, LLC, or its successors or assigns.
- (e) Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household.
- (f) Expenses:**
  - (i) The proposed or actual expenses affecting the Property, including Reserves if any, lawfully assembled by the Board.
  - (ii) Expenses declared common expenses by this Declaration or By-Laws.
- (g) Lot:** Any parcel of land or other tract in Fieldstone Subdivision Section One (except Lots 12-32 as shown on the Plat) against which this Declaration is recorded, as well

as any parcel of land or other tract added to this Declaration pursuant to Article II, paragraph 4, together with any and all improvements thereon.

- (h) **Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (i) **Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the Subdivision.
- (j) **Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.
- (k) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (l) **Plat:** The Final Plat of Fieldstone Subdivision Section One recorded MARCH 5, 2007, as Document No. 200700004436, as well as the plat or plats of survey of any parcel of land or other tract added to this Declaration pursuant to Article II, paragraph 4.
- (m) **Property:** That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.
- (n) **Record:** To record in the Office of the Recorder of Deeds of Tazewell County, Illinois.
- (o) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.
- (p) **Single Dwelling Lots:** Lots 1-11 and 33-95, excluding 39A and 54A of the Subdivision and any lots to be added to this Declaration as additional property pursuant to Article II, paragraph 4.
- (q) **Subdivision:** Fieldstone Subdivision Section One (except Lots 12-32 as shown on the Plat), and all other subdivisions as shown on the Plat or as may be added pursuant to Article II, paragraph 4.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS  
THERE TO AND DELETIONS THEREFROM**

1. Declaration. Declarant declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants, restrictions, easements, uses and privileges, changes and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each Lot Owner, the Developer and the Association.

2. Platting and Subdivision Restrictions. The Developer has caused the preparation of the final plat of Fieldstone Subdivision Section One, which such plat is recorded in Plat Book ~~EEE~~ at page ~~10-13~~ as Document No. ~~200700004436~~ in the Office of the Recorder of Deeds of Tazewell County. The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. Description of Lots. All Lots are or shall be delineated on the Plat. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

4. Additional Property. The Developer reserves the right to add certain real estate or a part thereof, as described on Exhibit B attached hereto and made a part hereof, to the Property by recording an amendment to this Declaration executed solely by the Developer, at which time the additional Property shall become subject to this Declaration. All improvements on the additional property shall be of a character compatible with the initial improvements on the Property.

### ARTICLE III RESTRICTIONS

1. Application of Restrictions. All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.

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

3. Construction Requirements. The construction of residences on Lots in the Subdivision shall be governed by the following specifications:

a. Setback Lines. The setbacks shall comply with the zoning ordinance of the City of Morton and in addition shall meet the following: The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision.

b. Footage Requirements for Single Dwelling Lots. One-story ranch style residences shall have a total living area of not less than Fourteen Hundred (1,400) square feet. Two-story residences shall have a total living area of not less than Seventeen Hundred (1,700) square feet. One and a half story residences shall have a main level of not less than Twelve Hundred (1,200) square feet. Split-foyer and split-level style residences shall not be permitted.

c. Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. There shall be at least 1,500 bricks on the front elevation. Panelized and modular construction shall be permitted only with express written approval of the Developer, which may be withheld in the Developer's sole discretion.

d. Garages. Each residence constructed on a Single Dwelling Lot shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty-two feet (20'x22').

e. Mailboxes and Light Posts. Each residence constructed in the Subdivision shall have a standardized mailbox and light post location. Developer will provide the permitted design specifications for mailboxes and a drawing of permitted locations for mailboxes and light posts.

f. Landscape Requirements. The front and side yards of each residence must be sodded. A tree not smaller than two and a half inches (2½") in diameter measured four feet above the ground shall be planted in the front yard of each Single Dwelling Lot. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, seeding, mulching and front planting. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.

g. Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by the Developer. No three tab shingles are allowed. Minimum roof pitch of six/twelve is required unless Developer approves an alternate.

h. Sewer Requirements. All residences shall connect with the sanitary sewer system in accordance with all applicable health codes.

i. Excavation. No materials excavated from any Lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by the Developer. Compliance shall be made with the soil erosion control ordinance of Tazewell County.

j. Swimming Pools. In-ground swimming pools are permitted on Single Dwelling Lots only. All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Above ground pools shall not be permitted anywhere in the Subdivision.

k. Driveways and Curb Cuts. All driveways leading from the street to the garage must be of blacktop, concrete, or other materials permitted by the Developer. Curbs which are removed for the purpose of making a driveway entrance, shall be replaced as far as the nearest construction or expansion joint to ensure a smoothly joining entrance, with a radius of return of at least five (5) feet.

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

m. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one sign shall be permitted on each Lot.

n. Accessory Structure. No accessory structure or outbuildings are permitted in the Subdivision.

o. Sump Drain Line. If a sump pump drain line is provided by Developer, it must be connected to the sump pump by the Lot Owner at the Lot Owner's expense. All drain lines must discharge to the front or rear of the residence. Side discharge is not permitted.

p. Dumpster. During construction on a Lot, a dumpster is required to be on said Lot for disposal of construction materials. The Lot Owner and builder are both responsible for seeing that no open flame or burning of construction materials occurs at the construction site. All trash must be deposited in the dumpster, and contractors are required to sweep the streets to remove all mud, dirt and gravel deposited by their construction. No dirt shall be removed from the subdivision without Developer's approval.

q. Subsidence Insurance: All Lot Owners are required to carry mine subsidence insurance on the Lots and residences.

r. Drainage: All Lots shall be graded so as to maintain the existing drainage pattern. No Lot Owners or Occupant shall divert water to a neighboring Lot. Each Lot Owner shall be solely responsible for compliance with this section. Developer shall have no liability for ensuring compliance or enforcement.

s. Developer Approval. No building, satellite dish, swimming pool or other structure shall be erected, placed, or altered on any Lot in the Subdivision until the building plan, specifications and site plans of said improvements have been submitted to and approved by the Developer. No prior approval shall be required for satellite dishes not exceeding a twenty-inch (20") diameter placed in the rear of the Lot and obscured from view by landscaping. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a Lot. One copy of said building plans, specifications, and site plans shall be retained by the Developer. The Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by the Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of the Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

t. Commencement of Construction. Any individual or entity acquiring a Lot from the Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by the Developer. If the Developer elects to grant any such extension, as a condition to any such extension, Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a dwelling is commenced but not completed within the allotted time after written notice to the Lot Owner and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price. All residences shall be complete prior to occupancy.

4. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a certificate of occupancy has been issued.

5. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. Two (2) adjoining Lots may not be used for the construction of one residence. However, the Developer, at Developer's sole discretion, may permit a portion of a Lot to be added to an adjacent Lot to create a larger lot, provided that the remainder of the Lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each Lot.

6. Foliage Removal. No trees or other significant foliage, other than trees or foliage which is dead, hazardous, or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any Lot without the consent of the Developer.

7. Offensive Activities. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

8. Animals. No animal other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or enclosures must be approved in writing by the Developer. All pets must be leashed or kept in an improved enclosure. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

9. Property Maintenance. All Lot Owners shall keep their property well maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Peoria County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by the Developer may be charged to the Lot Owner, and, at the option of the Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the Lot Owner's property as permitted by law. Such liens must be recorded within two years of the time the debt was incurred and, unless enforced, shall expire within two years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien. All Lot Owners owning vacant Lots are required to maintain the front forty feet (40') of each Lot so that it is mowed to a height of a maximum four inches (4"). A Lot Owner owning a vacant Lot located on a corner must mow not less than forty feet (40') back from any curb.

10. Vehicle Storage. No recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular

basis or for more than five (5) days at any time within the confines of the Subdivision unless same is enclosed and concealed from view within a garage of a residence. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot unless stored inside a garage and concealed from view.

11. Supply Storage. Except as necessarily incidental to construction of buildings and structures on Lots, no new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view.

12. Easements. Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to the indicated easements for the purpose of serving individual Lots, the Subdivision, and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, television cable and telephone service. No permanent buildings, structures, or significant foliage shall be placed on said easements, but the easements may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the maintenance or use of the easements. Fences installed on easements shall be at Lot Owner's risk. If the fence is required to be removed for work in an easement, repair or replacement shall be at the Lot Owner's cost. In the event the Developer should elect to construct a fence along the perimeter of the Subdivision, affected Lot Owners shall grant an easement to the Developer for construction and maintenance of such fence, provided that any damage to the Lot Owner's property by such construction or maintenance shall be repaired by the Developer at the Developer's expense.

13. Outdoor Lighting. All Lot Owners, upon completion of construction of the residence, shall install in the front area of their Lot, suitable, Developer-approved, lighting for night illumination of the frontage area of their Lot. Lights shall be located as shown in drawings provided by Developer for correct yard light placement.

14. Fencing. The only acceptable fencing is as follows: a black vinyl coated chain link fence no higher than four feet (4'), a vinyl privacy fence no higher than six feet (6') or a wood privacy fence no higher than six feet (6'). All fencing must meet Developer's approved fencing specifications.

15. Amendment Of Restrictions/Plats. Until the Developer divests itself of all interest in all Lots of the Subdivision, the Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. Upon the sale of all the Developer's interest in the Subdivision, these restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total Lot Owners in the Subdivision, with said vote being held in accordance with Article IV, Paragraph 6 below. After the Developer's sale of any Lot, no amendment of these restrictions or the Plat of the Subdivision shall significantly impede or alter the continued

development of the Subdivision in accordance with the general intent of the Developer as expressed herein.

16. Enforcement of Restrictions. Any Lot Owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, another Lot Owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation.

17. Invalidation of Restrictions. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of the Developer.

18. Certificate of Compliance. Upon receipt of a written request by any Lot Owner, plus payment of a reasonable fee if a fee is established by Developer, the Developer will issue a Certificate of Compliance stating that the building or buildings on said Lot comply with these restrictions, if such is the fact to the best of the Developer's knowledge. Such Certificate shall be conclusive evidence of satisfactory compliance with these restrictions, except said Certificate shall not be conclusive as to matter of survey.

19. Limitation of Liability. In no event shall any action or inaction by the Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute fraud or gross negligence.

20. Detention Ponds. All Lot Owners in the Subdivision acknowledge that Lots 39A and 54A are designated as detention ponds on the Plat. Such Lots may not be used for residential construction, 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, the Developer shall deed fee simple ownership of Lots 39A and 54A to the Association. The recording of the deed by Developer shall indicate conveyance to the Association and acceptance by the Association. The Association shall thereafter properly maintain such detention ponds and related equipment in proper working order. Other than the area of the detention ponds, the remainder of the Lots shall be left in its natural state.

21. Garbage Service. Garbage shall be placed on the curb in front of each Lot for pickup only on the morning of pickup.

22. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey its rights as Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from the Developer, all rights, duties, and obligations of the Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent

(100%) of the Lots, the Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer to the Association of all such rights, duties and obligations set forth in these restrictions shall be automatic.

#### **ARTICLE IV FIELDSTONE HOMEOWNERS' ASSOCIATION**

1. Membership in Association. Upon its formation, all Lot Owners in the Subdivision shall become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. Formation of the Association. The Association shall be formed upon the earlier of a) the sale of all of Developer's interest in the Subdivision, or b) the sale of seventy-five percent (75%) of the Lots in the Subdivision, plus written approval by Developer for formation of the Association. The Association shall be deemed formed when a written notice of the formation of the Association has been recorded in the Office of the Tazewell County Recorder of Deeds and indexed to each Lot in the Subdivision.

3. Powers and Duties of Association. Once formed, the Association shall have the following powers and duties:

a. Litigation. The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf.

b. Maintenance.

(i) The Association shall be responsible for the care, maintenance, and upkeep of Lots 39A and 54A (including such other Lots serving as detention ponds as may be added or included in the property as identified in the attached Exhibit B), the entrance ways of the Subdivision, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, landscaping or detention area and any landscaping in the median of Oklahoma Avenue as shown on the Plat. Said Lots, and the detention ponds and equipment therein, shall be kept in presentable condition and in proper working order. The Association shall maintain in a well kept condition any fence the Developer may choose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways. After conveyance of fee simple ownership to the Association, the Association shall be responsible for the mowing, maintenance and upkeep of any common areas.

(ii) In the absence of the Association, it shall be the responsibility of all Lot Owners to ensure proper maintenance of Lots 39A and 54A as provided within these restrictions (including such other Lots serving as detention ponds as may be added or included in the property as identified in the attached Exhibit B). In the event of the failure of the Association or the Lot Owners to properly maintain Lots 39A and 54A as required by Village of Morton ("Village") ordinance (including such other Lots serving as detention ponds as may be added or included in the property as identified in the attached Exhibit B), the Village shall have any and all remedies available to it in law or equity to collect the costs incurred by the Village to correct the violation, including the right to place a lien on the Single Dwelling Lots. Notwithstanding anything stated within these Restrictions, this Section 3(b)(ii) may not be amended.

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

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

e. Ownership of Property. The Association may own property in its own name. The Association shall accept conveyance of Lots 39A and 54A from Developer. Developer shall have the absolute right to record the deed to the Association and send a copy to the Association which shall indicate acceptance.

f. Full Powers. Upon written grant of authority from Developer, the Association shall have all rights otherwise reserved to Developer.

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

5. Initial Meeting and Organization of Association. Notice of the initial meeting of the Association shall be provided by Developer by either delivery or mailing of notice, regular mail, to each Lot Owner in the Subdivision. The notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the date of the notice. Developer may conduct the initial meeting until such time as the first election of trustees. If Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.

6. Voting Rights. For purposes of voting on Association matters, there shall be only one vote per Lot, regardless of the number of Lot Owners having an ownership interest in a Lot. Ownership of Lots 39A and 54A shall not result in a right to cast a vote based on such

ownership. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution. Unless otherwise specified in this Declaration, or in the By-Laws of the Association, matters shall be decided by a majority vote of Lot Owners in attendance at the meeting at which the vote is taken.

7. Election of Trustees. At the initial meeting of the Association, each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of Trustees of the Association. Those three individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

a. Budgets. The Trustees shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Trustee shall provide for the assessment of fees to each Lot Owner in an amount necessary to provide the funds required pursuant to the budget.

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

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

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

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

9. Adoption or Amendment of By-Laws. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths (3/4) of all Lot Owners in the Subdivision.

10. Assessments. The Association shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the budget established by the Trustees. Assessments against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size except that no assessment shall be made against Lots 39A and 54A. Regardless of the budget established by the Trustees, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of \$75.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision.

11. Liens. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien, including attorney's fees, becomes due, may, at the option of the Association, become a lien against the Lot by placing notice of record with the Tazewell County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.



**EXHIBIT A**

Lots 1-11 and 33-95, including Lots 39A and 54A, of Fieldstone Subdivision, Section One, as shown on the Final Plat of Fieldstone Subdivision, Section One recorded March 5, 2007 as Document 200700004437 in Plat Book EEB, Page 123 in Tazewell County, Illinois.

Pin Nos.       06-06-22-100-002  
                  06-06-22-100-006  
                  06-06-22-100-007  
                  06-06-22-100-008

**EXHIBIT B**

A PART OF THE WEST ONE HUNDRED (100) ACRES OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT ONE (1) OF GRACE RE-SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-TWO (22), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "BBB", PAGE FIFTY-SIX (56) IN THE TAZEWELL COUNTY RECORDER'S OFFICE, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF EAST JEFFERSON STREET, THENCE NORTH 00°-03'-03" WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE WEST ONE HUNDRED (100) ACRES OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-TWO (22), SAID LINE BEING ALSO THE WEST LINE OF SAID GRACE RE-SUBDIVISION, 886.28 FEET TO THE POINT OF BEGINNING: FROM THE POINT OF BEGINNING (THE NEXT NINE (9) COURSES BEING ALONG THE NORTH LINE OF A TRACT TO BE RECORDED AS FIELDSTONE SECTION ONE); THENCE SOUTH 89°-56'-57" WEST, 106.00 FEET; THENCE NORTH 00°-03'-03" WEST, 18.00 FEET; THENCE SOUTH 89°-56'-57" WEST, 1085.00 FEET; THENCE NORTH 00°-03'-03" WEST, 13.00 FEET; THENCE SOUTH 89°-56'-57" WEST, 160.00 FEET; THENCE NORTH 00°-03'-03" WEST, 385.00 FEET; THENCE SOUTH 89°-56'-57" WEST, 105.00 FEET; THENCE NORTH 00°-03'-03" WEST, 25.38 FEET; THENCE SOUTH 89°-56'-57" WEST, 168.76 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-TWO (22); THENCE NORTH 00°-36'-55" EAST, ALONG SAID WEST LINE, 1227.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST JACKSON STREET, AS RECORDED IN BOOK 3771, PAGE 194 IN THE TAZEWELL COUNTY RECORDER'S OFFICE; THENCE NORTH 89°-09'-06" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1050.77 FEET; THENCE SOUTH 00°-50'-04" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 6.00 FEET; THENCE NORTH 89°-09'-06" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 559.85 FEET TO SAID EAST LINE OF THE WEST ONE HUNDRED (100) ACRES OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 00°-03'-03" EAST, ALONG SAID EAST LINE, 1680.23 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO ON SAID WEST LINE OF GRACE RE-SUBDIVISION, SAID TRACT CONTAINING 59.023 ACRES MORE OR LESS.

And including the following Lots:

Lots 12-32 of Fieldstone Subdivision, Section One, as shown on the Final Plat of Fieldstone Subdivision, Section One recorded MAR 6 5, 2007 as Document 200700004436 in Plat Book BBB, Page 12-13 in Tazewell County, Illinois.

- Pin Nos.        06-06-22-100-001
- 06-06-22-100-002
- 06-06-22-100-006
- 06-06-22-100-007
- 06-06-22-100-008