

DECLARATION OF RESTRICTIONS

PEORIA COUNTY

This Document
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FILED
PEORIA COUNTY
STATE OF ILLINOIS

06 DEC 19 08 35

Ludley E. Hoston

RECORDER OF DEEDS

**DECLARATION OF RESTRICTIONS
FOR
HUNTERS TRAIL ESTATES**

THIS DECLARATION OF RESTRICTIONS is made this 30th day of November, 2006, by **FIELDS CROSSING JORGENSEN, LLC, an Illinois limited liability company**, hereinafter referred to as "Developer", for certain property, hereinafter referred to as the "Subdivision", which is legally described as follows:

A part of the NE Quarter of Section 25, Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 25 as the Point of Beginning of the tract to be described; thence South 00°20'01" East along the West line of the Northeast Quarter of said Section 25, a distance of 245.05 feet to the Northeasterly R.O.W. line of the Rock Island Trail; thence South 25°49'11" East along the Northeasterly R.O.W. Line of said Rock Island Trail, a distance of 2690.31 feet to the Northerly R.O.W. line of Wilhelm Road; thence South 89°20'36" East along the North R.O.W. line of said Wilhelm Road, a distance of 320.25 feet; thence North 12°44'21" West, a distance of 350.90 feet; thence North 03°00'25" West, a distance of 193.68 feet; thence North 24°24'21" East, a distance of 158.68 feet; thence North 65°56'50" East, a distance of 113.91 feet; thence North 41°02'33" East, a distance of 238.49 feet; thence North 14°59'21" West, a distance of 167.48 feet; thence North 55°56'28" West, a distance of 177.86 feet; thence South 86°40'43" West, a distance of 270.94 feet; thence North 35°47'08" West, a distance of 126.79 feet; thence North 16°49'33" West, a distance of 305.92 feet; thence North 12°34'29' East, a distance of 242.32 feet; thence North 24°08'02' West, a distance of 287.63 feet; thence North

75°59'23" West, a distance of 228.01 feet; thence South 87°30'29" West, a distance of 183.38 feet; thence North 14°08'17" East, a distance of 354.94 feet; thence North 16°41'01" East, a distance of 49.89 feet; thence North 15°03'41" West, a distance of 184.62 feet to the North Line of the Northeast Quarter of said Section 25; thence North 89°30'20" West along the North R.O.W. line of the Northeast Quarter of said Section 25, a distance of 691.93 feet to the Point of Beginning, situate and lying and being in the County of Peoria and State of Illinois.

Excepting therefrom that portion of Wilhelm Road dedicated as R.O.W. in Document No. 06-34212 dated October 19, 2006 and recorded in the Peoria County Recorder of Deeds Office.

P.I.N.: 08-25-200-002

I. 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 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 purposes.

3. **CONSTRUCTION REQUIREMENTS.** The construction of residences on lots in the Subdivision shall be governed by the following specifications:

a. **Setback Lines:** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Such structures shall also not be erected or maintained at any given point closer to the side or rear lot lines than ten percent (10%) of the respective width or depth of the lot at such point, except as specifically referenced herein. Larger setbacks may be required by applicable zoning regulations.

b. **Footage Requirements.** As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basements, of not less than 2,300 square feet. Residences of more than one level shall have a total living area of not less than 2,800 square feet, exclusive of garage and basement. No residence shall exceed two and one-half (2-1/2) stories in height.

c. **Permitted Exteriors.** No wallboard, aluminum siding, sheet metal, tarpaper, or roofing paper shall be used for any exterior wall covering or roofs. The entire

front elevation and both sides of all residences shall be constructed with full masonry brick, stone or some other masonry product approved by Developer. The construction requirement of brick, stone or masonry product shall not apply to the area comprised of the garage door, entrance doors, windows, and any cantilevered overhang which will not structurally support the use of full masonry brick, stone or other approved masonry product, as determined in Developer's sole discretion. The specific area which is comprised of a cantilevered overhang, as determined or approved by Developer, may utilize real stucco, HardiPlank, or other masonry products approved in Developer's sole discretion. Stone, full masonry brick, wood, vinyl and other stucco style materials shall be permitted exteriors for the rear of the residence, provided such materials are suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. Aluminum may be used for gutters, downspouts, soffit and fascia boards.

d. **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, three (3) standard-sized vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location.

e. **Roof Pitches.** All roofs shall have at least a 7/12 pitch.

f. **Sewage Requirements.** All residences shall connect to the public sanitary sewer system in accordance with all applicable health codes.

g. **Excavation.** All excess materials excavated from any lot in the Subdivision shall be removed from the Subdivision unless permission is granted in writing by the Developer to place excess materials at an alternate location within the Subdivision.

h. **Swimming Pools.** All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with the applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Only in-ground pools shall be permitted, except for moveable children's wading pools. The location of any swimming pool shall meet and comply with any and all rules as established by Developer, or in the absence thereof, shall only be installed in a location consented to in writing by Developer.

i. **Driveways and Curb Cuts:** All driveways leading from the streets to the garage must be of concrete, full masonry brick pavers or other materials permitted and approved in writing by Developer. No blacktop or other asphalt product shall be permitted. 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 insure a smoothly joining entrance with a radius of return of at least five (5) feet.

j. **Sidewalks.** Sidewalks must be installed by and at the expense of a lot owner upon the earlier of (i) six 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 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 the other sidewalks in the Subdivision. Sidewalks with respect to houses constructed by or on behalf of the Developer shall be installed at the expense of the Developer.

k. **Mailboxes.** All mailboxes shall be of a uniform design approved by Developer. Developer shall, upon request from a lot owner, provide the pertinent information regarding the size, type or style of mailboxes approved by Developer. Any replacement mailboxes shall conform to such initial design, or if not available, a design approved by Developer.

l. **Construction Style.** No log homes or A-frame style construction shall be permitted.

m. **Developer Approval.** No residence, tower, satellite dish of any size, or swimming pool shall be erected, placed, or altered on any lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Developer. 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 the Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. The name of the general contractor, together with a list of all subcontractors intended to be used shall be furnished with the above-described plans to the Developer. The Developer may, in the Developer's sole discretion, restrict or forbid any contractor, whether acting as a general or a subcontractor, from performing any work on a residence or a lot in the Subdivision. If the Developer fails to give written approval or disapproval to such plans, specifications and/or contractors within ten (10) days after same have been received by the Developer, the plans, specifications and/or contractors 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. No prior approval shall be required from the Developer for satellite dishes which do not exceed twenty (20) inches in diameter, placed in the rear of a lot obscured from view by landscaping in all directions and completely blocked from view from the street at the front of the residence.

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 tent, shack, barn or other outbuilding is permitted in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the plans approved by Developer and a certificate of occupancy has been issued by the appropriate governmental agency.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots. However, the Developer, at Developer's sole discretion, may permit an entire lot or a portion of a lot to be added to an adjacent lot to create a larger lot, provided that the location of the building setback lines shall be modified to reflect the new size of each lot.

6. **FOLIAGE REMOVAL.** No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any lot without the consent of the 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 sight, sound, odor, or otherwise, shall be performed or maintained on any lot or other part of the Subdivision.

8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet enclosures must be approved in writing by the Developer or as set forth in any specific rules promulgated by the Developer. No pet runs are allowed within the Subdivision.

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 owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the 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 any 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 owner's property by foreclosure in the same manner as mechanic's liens or by any other method permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorney's fees and court costs shall be recoverable for enforcement of such lien.

10. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats, snowmobiles, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the Subdivision unless same is enclosed and concealed from view within the attached garage on the owner's

property. This provision, to the extent permitted by law, shall also apply to those parts of the Subdivision dedicated as public roadways.

11. **OUTBUILDINGS.** No outbuildings or storage sheds of any kind shall be allowed within the Subdivision, other than those built on Outlot areas by the Developer.

12. **SUPPLY STORAGE.** Except as necessarily incidental to the initial construction of buildings and structures on lots or the reconstruction of such buildings and structures, no new or used construction materials, supplies, unused machinery, similar items or materials shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view.

13. **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 other 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. The Developer hereby reserves an easement and all other rights to locate and construct signage as deemed appropriate on Lot 1 and on Outlot A. Said easements may be shown on the plat of subdivision and shall be reserved for maintenance of signage for the Subdivision. All future maintenance of the easement areas and said signage shall be the responsibility of the Homeowners Association according to the provisions contained hereinafter.

14. **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 with no interest to have accrued thereon. To effectuate the transfer, Developer may prepare the appropriate warranty deed and transfer declarations for the lot owner to execute and deliver a notice to the lot owner that Developer has made such election to repurchase the lot. Said written notice shall set a closing date no less than three (3) days from the date of the written notice with Developer to tender the repurchase price to the lot owner upon the execution of the deed at said closing. Any attempted transfer of the ownership of the lot by the lot owner to anyone other than Developer subsequent to the date of the notice from Developer shall be ineffective and voidable by the Developer.

In the event a dwelling is commenced but not completed within the allotted time specified above, the Developer shall have the absolute right, at its sole option, to repurchase the lot for the original purchase price, plus 90% of the fair market value of the partially completed

dwelling thereon. If an agreement cannot be reached as to the fair market value thereof, same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Developer, and, if necessary, a third arbitrator to be appointed by the first two arbitrators, with a decision of the majority of arbitrators to be binding upon both the Developer and the lot owner. Costs of the arbitration shall be equally shared between the Developer and the lot owner. Any such arbitration shall be in conformance with the rules, guidelines and procedures as established by the American Arbitration Association. The situs of any such arbitration shall be in Peoria, Illinois.

15. **OUTDOOR LIGHTING.** All lot owners, upon completion of construction of the residence, shall install and maintain in the front area of their lot suitable, Developer-approved lighting for night illumination of the frontage area of their lot. Said lighting shall contain an electric photocell for automatic on/off operation. Said lighting shall be located in the yard at a point which is within ten (10) feet of the inside edge of the public sidewalk running along the street and ten (10) feet from the edge of the driveway. The developer shall specify the make, model or style of light which can be utilized. Any replacement light or light post shall conform with the initial design or, if not available, a design approved by the Developer.

16. **FENCING.** No chain link or wood enclosures or fences shall be permitted within the Subdivision. Wrought iron or vinyl material enclosures or fences shall be permitted within the Subdivision, but only after the lot owner submits the plans and specifications, including the exact location and sample material of the proposed enclosure or fence to the Developer. No construction of any such enclosure or fence may commence without the written approval of the Developer.

17. **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 of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon the sale of all of 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 the collective owners of each lot to have one vote in regard to any such issue. However, 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.

18. **ENFORCEMENT OF RESTRICTIONS.** Any lot owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said owner from committing said violation or to recover damages for such violation, and the Court may, in its discretion, award reasonable attorneys' fees and costs to the prevailing party.

19. **INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgment or 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.

20. **ASSIGNMENT OF RIGHTS BY DEVELOPER.** The Developer shall have the right to sell, assign, transfer, or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the office of the Recorder of Deeds, Peoria County. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. If all lots in the Subdivision have not been sold at the time of formation of the Homeowners Association, upon the formation of the Homeowners Association and the recording of written authorization from the Developer, all rights, duties, and obligations of the Developer herein contained shall be transferred to such Homeowners Association unless certain rights are specifically retained. 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. However, nothing contained herein shall be construed as an assignment of the Developer's right to collect utility deposits.

21. **CERTIFICATE OF COMPLIANCE:** Upon receipt of a written request by the owner of any lot, plus payment of a reasonable fee if so required, the 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 matters of survey.

22. **LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Developer in regards to the 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 willful misconduct in the performance of its duties.

23. **NO RESERVE ACCOUNTS.** The Developer shall not be required to maintain or fund any reserve accounts to provide for capital expenditures, replacements or contingencies with respect to any common areas including, without limitation, all signage easements, if any.

24. **OUTLOTS.** All Outlots shall be subject to the restrictions set forth in the Plat of the Subdivision.

25. **RULES.** The Developer may promulgate rules, from time to time, as Developer deems necessary and prudent in accordance with the general intent of the Developer. Said rules may be included as an amendment of these restrictions as set forth in paragraph 17 above, or by making copies of said rules available to all lot owners and proposed purchasers.

26. **PEAK FLOW SYSTEM.** The Developer hereby retains all rights, and all lot owners hereby acknowledge and agree, that Developer or its successor or assigns may locate and install a peak flow sewer system on the East side of the creek contiguous to the Subdivision. Said system may be located within two hundred (200) feet of the sanitary sewer lift station servicing the Subdivision. Upon the completion of the peak flow sewer system, or similar system as determined to be required by Developer, said system will be transferred to the

Homeowners Association as set forth hereinafter or to the Greater Peoria Sanitary and Sewer District, as determined by the Developer and the Greater Peoria Sanitary and Sewer District.

II. HOMEOWNERS ASSOCIATION

1. **MEMBERSHIP IN ASSOCIATION.** Upon its formation, all lot owners in the Subdivision shall become members of the Trails View Homeowners Association (hereinafter referred to as 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 ASSOCIATION.** The Association shall be formed on the earlier of: (a) the sale of all of the Developer's interest in the Subdivision, or (b) the sale of 90% of the total lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall not be deemed formed until written notice of the formation of the Association has been recorded in the office of the Peoria County Recorder of Deed and indexed to each lot in the Subdivision.
3. **POWERS AND DUTIES OF SUBDIVISION.** Once formed, the Association shall have the following power and duties:
 - a. **Enforcement of Restrictions:** The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf and shall be entitled to recover reasonable attorneys' fees and costs with respect to any such suit.
 - b. **Maintenance:** The Association shall be responsible for the care, maintenance, and upkeep of the common areas and entryways of the Subdivision, if any, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, lighting, landscaping or common areas.
 - 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. **Power to Assess:** The Association shall be authorized to assess fees against the lot owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.
 - e. **Developer's/Association Rights:** Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer, specifically including but not limited to the ability to own property in its own name.

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

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 the Developer by either the delivery of mailing of notice, regular mail, to each lot owner in the Subdivision, or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least fourteen (14) days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least fourteen (14) days. The Developer may conduct the initial meeting until such time as the first election of trustees. If the 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.** In regard to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. In the event any lot has been divided, the respective owners of such divided lot may cast a percentage of one vote, with said percentage to relate to the portion owned of the originally platted lot. 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 (6) months of execution.

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

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

c. **Employment:** The Trustees shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the

common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting or other professional services as may be required by the Association.

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

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

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

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 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. Owners of any divided lot shall pay an assessment for such divided lot equal to a standard lot assessment times the proportionate amount of the divided lot owned. In the event the Association is formed prior to the sale of all of Developer's lots in the Subdivision, the assessments with respect to any lot owned by the Developer shall be limited to the proportionate share of the actual operating expenses of the Association and shall not include capital expenditures or amounts to be set aside as a reserve for contingencies or replacements.

11. **LIENS.** Any amount assessed against an individual lot which remains unpaid thirty (30) days after said assessment becomes due may, at the option of the Association, become a lien against the lot by placing notice of record with the Peoria County Recorder of Deed. In order to become a valid lien, said lien must be placed of record within two (2) years of same. Payment of said lien may be enforced by foreclosure in the same manner as mechanic's liens or

by any other method permitted by law, and the Association shall be entitled to recover reasonable attorneys' fees and court costs incurred in recovery of amounts due.

12. **MERGER OF ASSOCIATION.** Upon receipt of written approval of fifty percent (50%) of the lot owners in the Subdivision, the Association may merge with homeowners associations for contiguous subdivisions.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals this 30th day of November, 2006.

FIELDS CROSSING JORGENSEN, LLC,
an Illinois limited liability company,
By FIELDS CROSSING, LLC
an Illinois limited liability company,
Its Manager

By: Timothy F. Shea
Timothy F. Shea, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

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

Given under my hand and Notarial Seal this 30th day of November, 2006.

Kathleen R. Smith
NOTARY PUBLIC

