

FIFTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FIELDS CROSSING,
VILLAGE OF GLEN CARBON, COUNTY OF MADISON,
STATE OF ILLINOIS

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This Declaration, effective as of June 26, 2005, approved by the vote of a majority of the votes cast at a special Meeting on June 26, 2005, for "Fields Crossing", a subdivision of part of the Southeast Quarter of Section Thirty-five (35), Township Four (4) North, Range Eight (8) West of the Third Principal Meridian, Madison County, Illinois, amends, restates, supersedes and replaces in their entirety, all previous Declarations of Covenants and Restrictions, whether or not filed of record with the Madison County Recorder of Deeds, including, without limiting the generality of the language, the Declarations filed at Book 3541, Pages 1066 through 1088, Book 3635, Pages 1713 through 1734, Book 3741, Pages 1621 through 1623 and Book 3949, Pages 1453 through 1507 of said Madison County Records, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fields Crossing filed at Book 4041, Pages 2010 through 2026, the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fields Crossing filed with the Madison County Recorder of Deeds, and the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fields Crossing filed at Book 4601 Page 0526 with the Madison County Recorder of Deeds.

PERIMETER DESCRIPTION "FIELDS CROSSING"

Part of the Southeast Quarter of Section 35, Township 4 North, Range 8 West, of the Third Principal Meridian, Village of Glen Carbon, Madison County, Illinois, described in Schedule A appended hereto and incorporated herein.

ARTICLE 1. DEFINITIONS

Section 1. "Association" shall mean and refer to Fields Crossing Homeowners' Association, Inc., its successors and assigns.

Section 2. "Board" shall mean the duly elected governing body of the Association.

Section 3. "By-Laws" shall mean the present by-laws of the Association and such amendments as may be duly enacted from time to time by the Board.

Section 4. "Common Area" shall mean all real property, and other property, if any, owned or to be owned by the Association for the common use and enjoyment of the owners, including without limitation the rights granted to or retained by the Association to maintain the improvements to those portions of the subdivision dedicated to the public.

Section 5. "Common Facilities" shall mean improvements made to or upon the Common Area for the use, recreation or enjoyment of the members of the Association. Said improvements are referred to as "Capital Improvements" hereinafter and may include, without limiting the

generality of the foregoing, playgrounds, gardens, parks, recreational structures and other improvements for the common use of members and their guests.

Section 6. "Declarant/Developer" means Fields Development Corporation, formerly Marmon-Fields Development, Inc., an Illinois corporation.

Section 7. "Declaration" means this instrument and any amendments thereto.

Section 8. "Fields Crossing" means the real property hereinbefore described in Schedule A and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 9. "Lot" means a separate parcel of land, including the improvements thereon, depicted on a recorded subdivision plat, within the boundary of Fields Crossing to which these covenants, conditions and restrictions apply, with the exception of any Common Areas. To the extent that a residence is built on a plot of land which includes portions or all of two platted Lots, the land on which such residence sets shall be treated as a single Lot for purposes of this Declaration.

Section 10. "Lot Owner" or "Owner" means the record owner whether one or more persons or entities, of a fee simple title to any Lot which is part of Fields Crossing, but shall not include those holding title merely as security for performance of an obligation.

Section 11. "Maintenance" means the exercise of reasonable care to keep lawns and Lots mowed and weed-free and to keep Common Areas and Facilities buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, and the exercise of generally accepted garden-management practices necessary to promote healthy plant growth.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means a conventional mortgage or deed of trust.

Section 14. "Mortgagee" means a holder of a conventional mortgage or a beneficiary under or holder of a deed or trust.

Section 15. "Phase 1" means that portion of Fields Crossing described in the Declaration of Covenants, Conditions and Restrictions dated September 20, 1989 and filed of record in Book 3541 pages 1066 through 1088 of the Madison County Records.

Section 16. "Phase 2" means such land in Fields Crossing in addition to Phase 1, as is described in the Amendments to Declaration of Covenants, Conditions and Restrictions dated June 7, 1991 and filed of record in Book 3635, pages 1713 through 1734 of the Madison County Records.

Section 17. "Phase 3" means such land in Fields Crossing as is described in the Restrictions governing Fields Crossing Phase III Estates Section dated October 30, 1992 and filed of record in Book 3741, pages 1621 through 1623 of the Madison County Records.

Section 18. "Phase 4" means that portion of Fields Crossing, described hereinabove that is not within Phase 1, 2, or 3 above, or Phase 5 below.

Section 19. "Phase 5" means Lot 94 of Fields Crossing as described in the plat approved by the Village of Glen Carbon on September 23, 1997.

Section 20. "Residence" means a building on a Lot designed and intended for residential use.

Section 21. "Subdivision" shall mean Fields Crossing.

Section 22. "Tenant" shall mean any person who leases or rents any Residence.

ARTICLE II. MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

Section 1. Every owner of a Lot in Fields Crossing, which Lot is within the legal description contained in the introductory paragraph of this "Declaration" shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership in the Association shall exist by virtue of such Lot ownership.

Section 2. All owners, with the exception of Declarant/Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot, except that Declarant/Developer shall be entitled to exercise four votes for each platted Lot presently owned by it, and four votes for each Lot subsequently platted in Phase 4, so long as it is the owner of each such Lot. After sale, conveyance or transfer of any such Lot by Declarant/Developer, the new owner or owners shall thereafter be entitled to cast only one vote with respect to each such Lot.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal obligation of assessments. Declarant and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner or Owners of each such Lot.

Section 2. Purpose of Annual Assessment. The Association shall levy annual assessments, sufficient to pay for the following:

- (a) Maintenance and repair of the Common Area, if any.
- (b) Maintenance and repair of Common Facilities, if any.
- (c) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area or Common Facilities, if any.
- (d) Acquisition of furnishings and equipment for Common Facilities, if any, as may be determined to be necessary by the Association, including without limitation all equipment and furnishings necessary or proper for recreational use.
- (e) Maintenance and repair of water lines, utility lines, storm drains, sanitary sewers, streets and sidewalks within the confines of the "Common Area", if any.
- (f) Fire insurance and other insurance covering Common Facilities, or other assets of the Association against damage or destruction.
- (g) Liability insurance insuring the Association against liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area or Common Facilities, if any, with policy limits to be set from time to time by the Association in the discretion of the Association, and insurance.
- (h) Workmen's compensation insurance to the extent necessary to comply with 820 ILCS 305/5 (1991) of the Illinois Compiled Statutes, and any other insurance deemed necessary by the Association.
- (i) A standard fidelity bond covering all persons with access to funds of the Association and all other employees of the Association in an amount, if any, to be determined by the Association.
- (j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Association for the operation of the Common Facilities and Common Area, if any, for the benefit of Lot owners, or for the enforcement of these restrictions.
- (k) Any materials, supplies, labor, services, utilities, structural alterations, insurance, taxes or assessments which shall be reasonably necessary and proper in the reasonable opinion of the Association for the maintenance of the landscaped areas and improvements located at the entrance to the subdivision and in each street cul-de-sac in the subdivision, which is located on real estate dedicated to the public.

(l) Real estate taxes, income taxes or other taxes that may be assessed or levied by any local, county, state or federal government on the Association.

(m) The general welfare of the Association and its members.

(n) Fines or penalties assessed or levied against the Association by any governmental agency.

(o) Such expenses as shall be agreed to by the Association or required for the Indemnification of Officers, Directors, Employees and Agents of the Association as set forth in Article X of the Bylaws, as amended.

Section 3. Establishment and Collection of Annual Assessments. The annual assessment shall be Two Hundred Dollars (\$200.00) per annum against each lot. The annual assessment shall be due on the first day of July each year.

Section 4. Establishment and Collection of Additional Assessments. An additional amount of an annual assessment may be determined and approved by the vote of the majority of votes cast at the Annual Meeting. Any additional assessment would be due 60 days after the owners' favorable vote. If at the Annual Meeting the Association will vote to increase or decrease the annual assessment, the notice of the annual meeting shall notify the owners of this agenda item. All notices must comply with the Bylaws, as amended, and this Declaration.

Section 5. Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction or replacement of a capital improvement on the common area, if any, or improvements to portions of the subdivision dedicated to the public, including fixtures and personal property related thereto. Any such assessment must be approved by at least the owners of three-fifths (3/5) of the votes cast at the meeting called for purposes of considering said assessment. Any assessment for capital improvement would be due 60 days after the owners' favorable vote, unless a different time limit is established.

Section 6. Voting in Person or by Proxy. Votes may be cast at the meetings specified in Sections 3 and 4 of this Article III by any owner of a Lot in attendance at said meeting and said persons may also cast votes for any member not in attendance who has executed a written proxy authorizing said member to cast his vote or votes and meets the requirements contained in Article V, Section 3 of the Bylaws, as amended. All quorum requirements contained in the Bylaws, as amended, must be satisfied.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and in default and shall bear interest from the due date at the rate payable on judgments against

individuals, or the highest lawful rate, whichever is less. The Association may, but need not, record notice of delinquent assessments in the office of the Madison County Recorder. However, the assessment lien shall exist as provided herein whether or not such a notice is recorded and no owner of a Lot on which an assessment is delinquent and in default shall be entitled to cast a vote on any proposed assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

Section 9. Subordination of Assessment Liens to Mortgages. The assessment liens provided for herein shall be subordinate to the lien of any mortgage existing at the time the lien occurs. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an authorized agent of the Association setting forth whether the assessment against a specific Lot has been paid.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a Lot shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, if any, which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area, if any.

(b) The right to suspend the right of use of Common Areas or Common Facilities, if any, and the voting rights of any owner for periods during which assessments against his Lot remain unpaid, and the right, after hearing by the Board, to suspend such rights for a period not exceeding one hundred eighty (180) days for any infraction of the published rules and regulations of the Association.

(c) The right to dedicate or transfer all or any part of the Common Areas or Common Facilities, if any, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by members. No such dedication or transfer shall be effective unless an instrument executed by the owners of three-fifths (3/5) of the Lots agreeing to such dedication or transfer has been duly executed and recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the Common Areas and Common Facilities to the members of his family, his guests, tenants and invitees.

Section 3. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, or right of way shall be at all times open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such easements, reservations, and the rights of way are reserved.

(c) There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot any portion or portions of the Common Areas, if any adjacent, thereto for a distance of ten feet, measured perpendicular to the common boundary line from any point on the common boundary line for overhang of tree limbs, subject to the easements and restrictions referred to in subparagraphs (a) and (b) above.

Section 4. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the common area, if any, nor shall Declarant/Developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 6. Transfer of Portions of Lots. No piece, part, or portion of any platted Lot in the subdivision shall be sold, conveyed or transferred in any way, except if the same be conveyed to an adjoining Lot owner and subject to the terms hereof as a part of the Lot of the adjoining owner.

ARTICLE V. ARCHITECTURAL CONTROL

Section 1. Creation of the Architectural Control Committee. The Board of Directors of the Association shall appoint a committee to be known as the Architectural Control Committee. Such committee shall consist of two or more persons who shall serve at the pleasure of the Association.

Section 2. Approval of Building Plan . No building or residence shall be constructed on any Lot unless and until plans for construction have been approved in writing by the Architectural Control Committee. Prior to construction of any building or improvement to any Lot, the Architectural Control Committee shall be provided with a written application for approval of said plans which shall be accompanied with: (a) floor plans, (b) front, side and rear elevations, (c) exterior materials and color sections, and (d) plot plans showing setback lines, yard lines or side yards, driveways, parking areas, and drainage plans for surface run-off, and (e) the landscaping plan. Upon written approval, plans and specifications shall be strictly adhered to and no alterations or changes shall be made without consent of the Architectural Control Committee. The Lot and improvements shall be open to inspection by the Architectural Control Committee. In considering whether plans and specifications should be approved, the Architectural Control Committee shall consider whether the exterior design of the finished residence will be harmonious with other residences in the subdivision. Neither the Association nor the Architectural Control Committee nor any of its members shall be liable in damages to anyone submitting plans for approval or to any owners of Lots covered by this instrument as a result of a mistake in judgement, negligence or nonfeasance, directly or indirectly connected with the approval or disapproval or failure to approve any such plans. Anyone submitting plans to the Architectural Control Committee for approval shall be deemed to have agreed not to bring any action or suit to recover for any such damages against the Architectural Control Committee, its members, the declarant, or the members, employees, successors or assigns of any of them on the Association.

Section 3. Alterations, Additions, and Improvements of Residence. No owner shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter, the exterior appearance thereof, without first submitting, in writing, an application describing said proposed alteration, addition or improvement and securing the prior written approval of the plans and specifications therefore by the Architectural Control Committee. The Architectural Control Committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in the manner generally consistent with the plan of development thereof.

Section 4. Damage and Destruction of Residence: Approval of Structural Variances. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Control Committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in the same manner that is required for a new building or structure as provided in Section 2 above. The Architectural Control Committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Guidelines. The Architectural Control Committee may establish and amend guidelines for construction, reconstruction and maintenance of dwellings to be constructed in the subdivision. Such guidelines shall be made available on request to owners or for potential owners of Lots in the subdivision. The expense of the Architectural Control Committee in

carrying out its obligations hereunder shall be paid by the Association and shall be paid with funds from the annual assessment of members.

Section 6. Approval of Committee: How Evidenced. Whenever, in this article approval of the Architectural Control Committee is required, such approval shall be in writing.

Section 7. Denial by Committee: How Evidenced. Denial of the application filed pursuant to Sections 2, 3 or 4 of Article V shall be deemed for purposes of Appeal to have occurred ten (10) business days after the written application for approval has been filed with the Committee if not earlier denied in writing. If an application is denied, then the plan deficiencies will be itemized and given to the owner for his/her review and written response.

Section 8. Appeals. Any decision of the Architectural Control Committee made pursuant to Sections 5 and 6 of Article V may be appealed to the Association by written appeal delivered to the President or a Vice President of the Association within ten (10) business days of the denial. The decision of the Architectural Control Committee may only be overruled by a vote of the owners of three-fifths (3/5) of the Lots in attendance at the meeting. All quorum requirements contained in the Bylaws, as amended, must be satisfied.

ARTICLE VI. BUILDING RESTRICTIONS

The following building restrictions shall apply only to Lots located in Phase 1, Phase 2, and Phase 3.

Section 1. No structure of any kind shall be permitted on a residential Lot, except for the main residence and one attached garage.

Section 2. Each residence shall have one and only one garage, with finished interior walls, attached to the residence capable of housing at least two full size automobiles. Each residence shall have a driveway and parking area (exclusive of the garage) paved with concrete large enough to permit parking thereon for at least four full sized automobiles. No front entry basement garages will be permitted.

Section 3. Size. The total area of a one family dwelling on any Lot provided herein, exclusive of open porches, garages, and basements shall not be less than 2,300 square feet for a one story dwelling 2,500 square feet for a one and one-half story and a 2,750 square feet for a two story dwelling, and the first floor of said two story dwelling must have at least 1,400 square feet.

Section 4. Building Line. No building shall be constructed on any residential Lot nearer than twenty-five (25) feet to the front property line or nearer than twenty-five (25) feet from the side street line, except as otherwise shown on the plat of the subdivision. No building shall be constructed nearer than fifteen (15) feet from any side Lot line or twenty-five (25) feet from the rear Lot line. For purposes of this section, eaves, steps, and open porches shall not be considered to be part of the building, provided that this shall not be construed as permitting any

encroachment on an adjacent Lot or common area. The building line limitations above shall apply to the vertical surfaces of the building.

Section 5. All buildings will be constructed to conform to, and be compatible with the other residences in Fields crossing and no building shall be constructed until approved in writing by the Architectural Control Committee or the Association.

Section 6. Material-Miscellaneous. The building erected on any Lot shall be constructed of material of good quality suitably adapted for the use in the construction of residences and shall have brick on no less than fifty (50) percent of the external surface, exclusive of windows and doors. All roofs shall be covered in cedar shakes. Minimum roof pitch for any dwelling shall be at least 8/12.

Section 7. Grading and Drainage. All Lots shall have a finished grade that will allow for natural flow of surface drainage from one Lot to the other as necessary. Unless approved by the Architectural Control Committee, grading shall be tapered at the Lot boundary lines in such a manner to permit construction on an adjacent Lot without the need for special retaining walls, etc. Gutter downspout run-off shall not be piped into any sanitary sewer lateral main.

Section 8. Temporary Buildings. Temporary buildings erected by builders in connection with the construction of any dwelling shall not be permitted. The construction work of any dwelling shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of the original exterior construction.

The following building restrictions shall apply only to Lots located in Phase 4.

Section 9. Size. The total area of a one family dwelling on any Lot provided herein,, exclusive of open porches, garages, and basements shall not be less than 3,000 square feet for a one story dwelling, 3,350 square feet for a one and one-half story, and 3,500 square feet for a two story dwelling, and the first floor of said two story dwelling must have at least 2,000 square feet.

Section 10. No structure of any kind shall be permitted on a residential Lot, except for the main residence and one attached garage.

Section 11. Each residence shall have one and only one garage, with finished interior walls, attached to the residence capable of housing at least three full size automobiles with side or rear entry. Each residence shall have a driveway and parking area (exclusive of the garage) paved with concrete large enough to permit parking thereon for at least four full sized automobiles.

Section 12. Building Line. No building shall be constructed on any residential Lot nearer than fifty (50) feet to the front property line, except as otherwise shown on the plat of the subdivision. No building shall be constructed nearer than twenty (20) feet from any side Lot line

or twenty-five (25) feet from the rear Lot line. For purposes of this section, eaves, steps, and open porches shall not be considered to be part of the building, provided that this shall not be construed as permitting any encroachment on an adjacent Lot or common area.

Section 13. All buildings will be constructed to conform to, and be compatible with, the other residences in Fields Crossing and no building shall be constructed until approved in writing by the Architectural Control Committee or the Association.

Section 14. Material-Miscellaneous. The building erected on any Lot shall be constructed of material of good quality suitably adapted for the use in the construction of residences and shall have brick on no less than seventy-five (75) percent of the external surface, exclusive of windows and doors. All roofs shall be covered in cedar shakes. Minimum roof pitch for any dwelling shall be 8/12.

Section 15. Grading and Drainage. All Lots shall have finish grade that will allow for natural flow of surface drainage from one Lot to the other as necessary. Unless approved by the Architectural Control Committee, grading shall be tapered at the Lot boundary lines in such a manner to permit construction on an adjacent Lot without the need for special retaining walls, etc. Gutter downspout run-off shall not be piped into any sanitary sewer lateral main.

Section 16. Temporary Buildings. Temporary buildings erected by builders in connection with the construction of any dwelling shall not be permitted. The construction work of any dwelling shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of the original exterior construction.

The following building restrictions shall apply only to Lots located in Phase 5, consisting of Lot 94.

Section 17. Limited to Common Facilities. No residence, commercial or industrial building of any kind shall be constructed or permitted on Lot 94, Phase 5. Only Common Facilities are permitted on this Common Area consisting of Lot 94, Phase 5.

ARTICLE VII. USE RESTRICTIONS

The use and occupancy of Lots and dwellings in the subdivision are subject to the following restrictions:

Section 1. Each Lot shall be used for residential purposes only.

Section 2. No business of any kind shall be conducted in any residence with the exception of business conducted by its residents provided that no customers, clients, business associates, or invitees, are present at the residence.

Section 3. No nuisance, noxious or offensive activity shall be conducted on any Lot or common ground.

Section 4. No sign of any kind shall be displayed to public view on a Lot or the common area, if any, without the prior written consent of the Association except customary name and address signs and the signs of not more than five (5) square feet in size advertising a residence on said Lot for sale.

Section 5. Nothing shall be done or kept on a Lot or on the common area which would increase the rate of insurance payable by the Association or another Lot Owner without the prior written consent of the Architectural Control Committee, and no owner shall permit anything to be done or kept on his Lot or the common area, if any, which would result in the cancellation of insurance on any residence or on any part of common area, if any, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the common area, if any. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the Board so long as they are not kept, bred, or maintained for commercial purposes and so long as they are housed inside the dwelling or garage. Excessive barking that creates a nuisance is not permitted.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the common area, if any, except in sanitary containers located in the garage of the residence, except on collection days and after sundown on the eve thereof, upon which said containers may be placed near the street for collection.

Section 8. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot unless approved in writing by the Association. Fencing around swimming pools must be wrought iron or vinyl coated aluminum in either white or black. Fencing to be a minimum of forty-two (42) and no more than sixty (60) inches tall.

Section 9. Nothing shall be altered, constructed on, or removed from the common area, except by written consent of the Association.

Section 10. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied before the exterior construction is completed. Construction shall be completed within twelve (12) months from start.

Section 11. Declarant/Developer or the transferees of the declarant shall undertake the work of developing all Lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. The Association shall not unreasonably hinder or interfere with such efforts.

Section 12. After a residence is initially occupied, no excavation, except as may be incidental to landscaping and gardening, may be undertaken on said Lot without the prior written approval of the Association.

Section 13. Immediately after construction, repair, or alteration/improvement of a residence, and as soon as the season permits, all areas in which there is newly moved earth must be seeded or sodded and suitably landscaped. A continuously neat appearance of the ground must be maintained, including yard and the portion of street right-of-way adjacent to the Lots.

Section 14. Satellite dishes measuring two (2) foot in diameter or less or solar panels may be mounted or installed on any residence out of public view but the placement of the dishes or panels must be approved by the Architectural Control Committee under Section 3 of Article V, in conformance with the procedures set forth in Article V hereof. No other external antenna systems will be permitted.

Section 15. No recreational apparatus shall be installed, placed or permitted in any front or side yard. Portable recreational apparatus is to be removed from the front or side yard at sundown of each day. Recreational apparatus, including without limitation, swing sets, inflatable swimming pools, playground equipment, trampolines, and game playing courts or fields may be maintained in rear yards. Any swimming pool must be in-ground. Aboveground swimming pools are prohibited.

Basketball goals -

1. Portable and/or removable basketball goals shall be permitted so long as they are used in a manner which does not detract from the general appearance of the neighborhood and/or negatively impact upon maintaining and enhancing the property values of the homes of Field Crossing, all as subject to the conditions set forth in subsection 2, as follows:
 - a. Neither permanently buried poles in concrete nor goals attached to the dwelling structure, including garages, shall be permitted. Any non-permanent system which involves a semi-permanent mooring imbedded in concrete, as opposed to a free-standing portable, shall be submitted to the Architectural Control Committee, whose written approval is required prior to the beginning of any installation.
 - b. The appearance of all basketball goals within the Fields Crossing neighborhood shall be appropriately maintained in each of the following respects: All goals shall be free of aftermarket decals and/or graffiti; all goals shall be free of rust and/or other unsightly deterioration; all rims shall be equipped with complete nets in sound and untattered condition; all backboards shall be either white or clear; and all supporting poles shall be white, black or silver. In addition, all goals shall be in good working order and in playable condition. Broken backboards, bent or broken rims

and/or bent or broken support structures do not qualify as goals in “Good working order and in playable condition.”

- c. All basketball goals within the Fields Crossing neighborhood, excluding those situated in back yards, shall be placed on or immediately adjacent to the driveway and not more than half the distance from the dwelling structure (which includes garages) to the street. For the purposes of this paragraph, driveways are defined as those drives leading directly to a garage, as that structure is defined within these covenants, and do not include the circular driveways, which are areas where basketball goal placement is prohibited.
- d. All play on any basketball goals within the Fields Crossing neighborhood shall occur only between the hours of 7:00 a.m. and 10:00 p.m.

Section 16. No portion of a Lot, driveway, street or other location outside of the exterior wall of the garage may be used for purposes of blocking, jacking, maintaining or repairing any automobile, van, trailer, truck or other vehicles.

Section 17. No trailer, camper, motor home, commercial vehicle or recreational vehicle, may be kept, parked or stored overnight on a street, on the Common Area or on any Lot, or driveway except within the garage.

Section 18. Permanent parking on the street for home/lot owners is prohibited.

Section 19. No car, motorcycle, boat, trailer, truck or motor vehicle of any kind whatsoever shall be stored or allowed to remain overnight on any Common Area or any Lot or on the street overnight.

Section 20. Nothing shall be stored on the Lot, without written consent of the Architectural Control Committee, except neatly stacked firewood for use by the resident of the Lot at the rear of the Lot or adjacent to the back wall of the residence. Mulch, rock, sand, or other piles of debris should be completely removed from public view within two weeks.

Section 21. All exterior lighting, including without limitation directional lighting, shall be located so as not to unreasonably interfere with any other Lot owner's use of his property, and shall not be constructed without written consent of the Architectural Control Committee.

Section 22. One garage sale shall be permitted annually per residence.

Section 23. Vegetable gardens shall be permitted only in rear yards, provided that no portion thereof shall be located within twenty (20) feet of rear or side Lot boundary.

Section 24. No oil drilling, oil development operation, oil refinery, quarrying or mining operation of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted on or under any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 25. No shrubs, bushes, flowers, plants, trees, or other vegetation except grasses, may be planted or maintained within five (5) feet of any Lot, boundary, except trees already growing at such a location on the date of execution of this document, providing that tree branches at least seven feet above grade may overhang such area.

Section 26. External awnings and bright or metallic lawn ornaments are prohibited.

ARTICLE VIII. OWNER'S OBLIGATIONS

Section 1. Repairs to Improvement . Each owner shall, at his sole cost and expense, maintain and repair his residence, and other improvements, keeping the same in condition comparable to the condition of such residence and improvements at the time of their initial construction, excepting normal wear and tear. Each owner shall at his sole cost and expense take all action necessary to prevent the residence and improvements from becoming dilapidated, unsightly, or ill-maintained due to ordinary wear and tear.

Section 2. Mailboxes. All mailboxes shall be uniform and as permitted by the Association. The owner of each Lot shall maintain, repair and replace the mailbox.

Section 3. Construction of Lot . During construction, the Lot Owner is responsible for insuring that the builder keeps the lot or construction area in a presentable and safe manner.

Section 4. Fines. After two written warnings from the Architectural Control Committee for a restriction violation, a one hundred (\$100) fine may be assessed. A lien may be levied on the owner's property if not paid within thirty (30) calendar days. An appeal may be made to the Board of Directors of the Association. The decision of the Board of Directors may be appealed to the Association by written appeal delivered to the President or a Vice President of the Association within ten (10) business days of the denial. The decision of the Board of Directors may only be overruled by a vote of the owners of three-fifths (3/5) of the Lots in attendance at the meeting. All quorum requirements contained in the Bylaws, as amended, must be satisfied.

ARTICLE IX. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE X. ASSOCIATION MEETINGS: ASSOCIATION INCORPORATION

Section 1. Creation and Name. There shall be a Home Owners Association, the name of which shall be the Field Crossing Owners Association, Inc. No owner, except an officer of the Board or duly authorized agent of the Association, shall have any authority to act for or on behalf of the Association.

Section 2. Incorporation. The Association has been incorporated as an Illinois not for profit corporation, the purpose of which is (1) to own, maintain, repair, replace, pledge, lease, mortgage and improve common area, if any, (2) maintain landscaped areas and improvements located at the entrance to the subdivision and in each street cul-de-sac in the subdivision which is located on real estate dedicated to the public; (3) to carry out and enforce the terms of this Declaration in furtherance of the common scheme of development of the subdivision and in furtherance of the purposes set out in this Declaration; (4) subject to the Illinois Not-for-Profit Corporation Act, to engage in each and every other activity, and to exercise such power and authorized from time to time, by the member of the Association as may be deemed desirable to carry out the corporation's purposes, the scheme of the development of the subdivision, and this Declaration; (5) to create and collect assessments of members for its support and benefit and to create and enforce liens therefore; (6) to create, purchase, own, leases, let, and operate and to organize any further legal-entity for the foregoing purposes; (7) to employ and discharge persons deemed reasonable and necessary to satisfy Association responsibilities under the Declaration and (8) to enter into contracts and incur liabilities and expenses to effectuate the foregoing purposes. As long as the members choose to maintain a not-for-profit corporation to conduct the activities of the Association, the day-to-day activities of the Association shall be conducted by its Board of Directors. The Board of Directors is permitted to delegate its authority to such agents and officers as the by-laws may allow.

Section 3. Organization. The organization of the Association shall take such legal form as its members may from time to time desire. The Association shall have the responsibilities and rights given to it by this document and as are provided by law. The Association shall elect a Board of Directors to conduct its day-to-day operations and to act on behalf of the Association, and such Board may elect officers. The Association has established by-laws for its activities and those of its Board of Directors. The bylaws may permit amendment by the Board of Directors.

Section 4. Meetings. The Association shall hold an annual meeting of members on the second Sunday of August for the purpose of electing members to the Board of Directors (during even-numbered years) and setting the annual assessment. The Association's Board may call and hold such additional meetings of members as it deems appropriate. Any meetings of the membership shall be held within the Village of Glen Carbon, Illinois. Notice of meetings shall be given not less than five (5) nor more than sixty (60) days prior to the date fixed for such meetings. Such notice shall state the time and place of the meetings and shall state the purpose of the meeting. Class A members holding one-fifth (20%) of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a quorum for any meeting . A meeting called pursuant to notice as provided above may be adjourned to another time and place without the need for an additional notice.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Each owner and each tenant agree to be bound by this Declaration and any amendments thereto and by all Rules and Regulations enacted by the Association or Board, whether or not it shall be so expressed in the deed by which the owner took an interest in the Lot or in the lease or other instrument by which tenant hold possession of said Residence.

Section 2. Enforcements. The Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by declarant, the Association, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any suit is successful in obtaining enforcement by court order or agreement of the parties, the offending Lot owner shall pay all necessary and reasonable attorney's fees and court costs to the proponent, in addition to correcting the matters enforced.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Notices. Notices of meetings or any other notices required by this Declaration shall be given by mailing said notice via first class, U.S. Mail, postage prepaid, to the last known address of the addressee. Notice shall be deemed to be received on mailing.

Section 5. Amendments. Except as otherwise stated specifically herein, the provisions of this Declaration may be amended by a document executed by not less than the owners of three-fifths (3/5) of the Lots in Fields Crossing and recorded with the Madison County Recorder of Deeds office.

Section 6. Indemnification. The members of the Association and members of the Board and officers shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their liability for assessments.

Section 7. Subordination. No breach of any of these conditions herein contained shall direct any Mortgagee of its interest in any Lot, provided, however, that such conditions shall be binding on anyone whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 8. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date thereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-fifths (3/5) of the subdivision Lots.

SCHEDULE A

Perimeter Description "Fields Crossing"
Appended to Amended and Restated
Declaration of Covenants, Conditions
and Restrictions for Fields Crossing,
Village of Glen Carbon, County of Madison,
State of Illinois

Part of the Southeast Quarter of Section 35, Township 4 North, Range 8 West of the Third Principal Meridian, Village of Glen Carbon, Madison County, Illinois, described as follows:

Commencing at the Southwest corner of said Southeast Quarter; thence, along the South line of said Southeast Quarter, S.89 55' 50"E., (bearing assumed) 33.00 feet, to the point of beginning, said point being on the Easterly right-of-way line of State Route No, 159; thence, along said right-of-way line, N.00 46' 54"W., 205.09 feet; thence, N. 89 57' 15 "E., 120.75 feet; thence, N.59 48' 31"E., 269.22 feet; thence, N.00 24'~ 19"E., 325.22 feet to the South line of Dogwood Estates, as recorded in Plat Cabinet 54, page 81 of the Madison County, Records; thence, along said South line, S.89 53'31"E., 934.66 feet, to the East line of said Dogwood Estates; thence, along said East line, N.00 13'37"W., 218.06 feet; thence, continuing along said East line, N.00 50'36"W., 297.88 feet; thence, S.89 51'17"E., 95.83 feet; thence, S.89 10'30"E., 196.23 feet to the most Southwesterly corner of Lot 3 of "Canteberry Manor 2nd Subdivision" a subdivision shown platted in Plat Book 51, page 78 of the Madison County Records; thence, along the perimeter of said Canteberry Manor 2nd Subdivision as follows: S.62 17'40"E., 138.00 feet; S.27 42'9"W., 14.00 feet; S.42 38'38"E., 78.24; N.85 32'01"E., 63.81 feet; N.52 26'49"E., 88.06 feet; N.33 20'55"E., 125.32 feet to the West line of "Canteberry Knolls 1st Addition" a subdivision shown platted in Plat Book 52, page 115 of the Madison County Records; thence, along said West line, S.00 36'44"E., 322.94 feet to the S.W. corner of said Canteberry Knolls 1st Addition; thence, N. 89 54'23"E., 666.24 feet to the East line of said S.E. ^{1/4}; thence, along said East line, S.00 41'30"E., 884.39 feet to the S.E. corner of said S. E. ^{1/4}; thence, S.89 56'13"W., along the North line of the Darrel and Josephine Harris property, as recorded in Deed Book 3106, page 190 of said Records; 1335.51 feet; thence, N.89 55'50"W., along the North line of the Harold M. and Marion Bauer property, as recorded in Deed Book 1952, page 193 of said Records, 1290.26 feet, to the point of, beginning, containing 47.27 acres, more or less.