

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

ST. AGNES COMPANY, INC., an Illinois [REDACTED] corporation, called "Declarant," is the owner in fee simple of certain real property located in Sangamon County, Illinois, and known by official plat designation as Forest Hills subdivision, a subdivision of the City of Springfield, pursuant to a plat recorded on June 4, 1992, in the office of the Recorder of Deeds, Sangamon County, Illinois, Document Number 92-023140.

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For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant states that all of the real property described above and each part of it shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part of it, their heirs, successors, and assigns, and shall inure to the benefit of each owner of it.

ARTICLE ONE

DEFINITIONS

Section 1. "Association" shall mean and refer to the Forest Hills Homeowners' Association, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the

owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows:

Lots 68 and 69 of Forest Hills Subdivision according to the Plat thereof recorded June 4, 1992 as Document No. 92023140.

Except all coal and other minerals with the right to mine and remove same.

Section 3. "Declarant" shall mean St. Agnes Corporation, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgage" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property described in this document and such additions to it as may be brought within the jurisdiction of the association as provided in this document.

ARTICLE TWO

Membership in Association; Voting Rights

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A: Class A members shall all be owners, with the exception of Declarant, and 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 owned by Class A members.

Class B: Class B member shall be Declarant, who shall be entitled to exercise one vote for each lot owned. Class B

membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1994, whichever first occurs.

ARTICLE THREE

ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided in this document. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the

residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common area.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.

(c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision, subject to the provisions of the private street maintenance ordinance of the City of Springfield.

(e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.

(f) Liability insurance insuring the association against any and all 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. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

(g) Workers' compensation insurance to the extent necessary to

comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

(h) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(i) 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 for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum annual assessment. (a) Until January of the year immediately following the conveyance of the first lot by Declarant to an owner the maximum annual assessment shall be FORTY ^{WFS ME} Dollars (\$ 40.00). ^{WF ME}

(b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased each year not more than FIVE ^{WF ME} percent (%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased above FIVE ^{WF ME} percent

(^{WFS}5%) ^{WFS NK} by the rate of the written assent of 75% a majority of each class of members.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Sections 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments.

The annual assessments provided for herein shall commence as to all lots on May 1, 1993. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the due date of it and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the county clerk of Sangamon County, a list of delinquent assessments as of that date.

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 in default and shall bear interest from the due date at the rate of nine percent (9%) per annum. 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 nonuse of the common area or abandonment of the owner's lot.

Section 9. Subordination of assessment lien to mortgages.

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. 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 of it, shall extinguish the assessment lien as to payments that 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.

ARTICLE FOUR
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, which right 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;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding ninety (90) 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 area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by 2/3 of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct

of an owner.

Section 4. Right of Entry. The association, through its 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, nor shall Declarant, 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.

ARTICLE FIVE
USE RESTRICTIONS

Section 1. No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any Lot shall, at any time, be used as a residence, temporarily or permanently.

Section 2. All driveways located upon a Lot shall be constructed exclusively of concrete.

Section 3. No outside television or radio aerial or antenna, or other aerial or antenna or dish or signal receptacle, for reception or transmission, shall be maintained on the exterior of any Lot, living unit, or the Common Area without the written

consent of the Architectural Control Committee.

Section 4. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any Lot.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other generally recognized household pets; provided they are not kept, bred or maintained for any commercial purpose. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may effect any resident or other person on the properties. Any such pet must be kept within the confines of the Owner's Lot or must be on a leash held by a person when allowed upon the Common Areas.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

Section 7. No Lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatever. No Owner, tenant, guest or other person shall park, store or keep upon any Lot or Common Area any commercial vehicle, boat or other watercraft, motor home, trailer, camper or other transportation devices of any kind; provided, however, that an Owner or tenant may park his or her privately owned vehicle in such Owner or tenant's

garage. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 8. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept, deposited or left on any Lot or any other part of the Properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection.

Section 9. No sign of any kind shall be maintained or displayed on any Lot or common area except customary name and address signs, or customary signs related to the sale or rental of said lots or common area.

Section 10. Easements for installation of utilities and drainage facilities are shown on the recorded subdivision plat. An easement over that portion of any Lot designated as "Easement" shown on the recorded Plat of said Subdivision is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said section with gas, electric, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any Lot designated for public utilities, but all electric and telephone service lines therefrom

for any improvements in said Subdivision shall be installed and maintained underground. 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.

Section 11. These restrictions shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then adult Owners of record of said Plat in said Subdivision has been filed for record agreeing to change such covenants in whole or in part. Sections of the covenants dealing with maintenance of the common area are in perpetuity and may be amended only as provided in Article Nine.

ARTICLE SIX

OWNER'S OBLIGATION TO REPAIR

Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE SEVEN

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, 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 three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE EIGHT

ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the subdivision with the consent of 2/3 of each class of members.

ARTICLE NINE

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the association, or any owner 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, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrict by judgment or court order shall in no way

affect any other provisions, which remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contain reentry by reason of such breach shall defeat or render invalid the lien of mortgage made in good faith and for value as to the subdivision or any lot then provided, however, that such conditions shall be binding on any owner whose is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of 25 years from the date hereof, and thereafter shall continue automatically in effect for additional periods of 10 years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed at Springfield, Sangamon County, Illinois, on this
30TH day of MARCH, 1993.

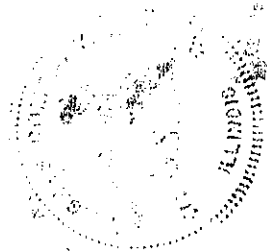
St. Agnes Company, Inc. ^{WFS}
an Illinois ~~Corporation~~ ^{NLE}
Corporation, Declarant

By: William D. Sombki

Its PRESIDENT

Attest: Nicholas J. Caporale

Its SECRETARY / TREASURER



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SANGAMON COUNTY
ILLINOIS

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Mary Ann Sargent
RECORDER

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