

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOX MEADOWS WEST SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for FOX MEADOWS WEST SUBDIVISION, is made this 1st day of April, 2004, by STELLE DEVELOPMENT, LLC (hereinafter referred to as "Declarant"), and the FOX MEADOWS WEST PROPERTY OWNERS ASSOCIATION, an Illinois not-for-profit corporation, WITNESSETH:

WHEREAS, the final plat for Fox Meadows West subdivision, City of Springfield, Sangamon County, Illinois, has been recorded; and

WHEREAS, Declarant owns all of the Lots in Fox Meadows West; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in Fox Meadows West and for the maintenance of Common Areas therein; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities in Fox Meadows West, to create an association with power to maintain and administer the Common Areas therein and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Illinois, as a not-for-profit corporation, the Fox Meadows West Property Owners Association for the purpose of exercising the function aforesaid;

NOW, THEREFORE, Declarant, hereby declares that the real property legally described as Fox Meadows West Subdivision, City of Springfield, Sangamon County, Illinois, is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

(a) "Area of Common Responsibility" and "Common Areas" shall mean and refer to those areas, if any, upon a Lot the landscaping, maintenance, repair or replacement of which is made the responsibility of the Association by this Declaration, including all areas designated on the Fox Meadows West Final Plat as

subject to a "landscaping easement," and the drainage easement area on Lots 21, 22, 36, 37, 1001, and 1002.

(b) "Association" shall mean and refer to Fox Meadows West Property Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

(c) "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Committee" means the Architectural Control Committee.

(e) "Developer" shall mean and refer to the Declarant and its assigns if such assigns should acquire a portion of the properties from the Declarant for the purposes of resale to an Owner or for the purpose of construction of improvements thereon for resale to an Owner.

(f) "Easements" shall mean the easements shown on the plat of subdivision of Fox Meadows West, and such other easements as may be granted to or by Developer to the Association.

(g) "Lot" solely for purposes of these covenants, shall mean and refer to each of Lots 1 through 112 as shown on the recorded Plat of Subdivision for Fox Meadows West.

(h) "Member" shall mean and refer to every Owner.

(i) "Owner" shall mean and refer to the record owner from time to time, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

(j) "Properties" shall mean and refer to Fox Meadows West Subdivision, City of Springfield, Sangamon County, Illinois.

ARTICLE II **ADMINISTRATION AND OPERATION OF THE ASSOCIATION**

The directors named in the Association's Articles of Incorporation constitute the Association's first Board which shall hold office and which shall hold and exercise all of the rights, duties, powers and functions of the Board set forth in this

Declaration, until the first election of Directors by the Members of the Association. The By-Laws of the Association are attached hereto as Exhibit A.

The Board shall have the power and obligation to perform the following duties:

(a) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association.

(b) Assessments. To fix, levy and collect assessments as provided in Article V.

(c) Easements. Enter upon any easement over the Common Areas as needed to perform any Association obligations hereunder.

(d) Employment of Agents. To employ, enter into, contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.

(e) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or foreclosed or suspending membership rights, and to enforce or effectuate any of the provisions hereof.

(f) Membership Meetings. To call the first annual meeting of the Members of the Association, within ninety (90) days after all Lots have been transferred to Class "A" Members, written notice of which first annual membership meeting shall be sent to the Members at least ten (10) days in advance of such meeting. Notwithstanding anything to the contrary in this Declaration provided, until the date of said first annual membership meeting no Class "A" Member shall have any voting rights, and the right of each such Class "A" Member to vote on any matter is hereby denied until such meeting. Each annual meeting of the Members of the Association following such initial annual membership meeting shall be held at the time and place specified in the By-Laws of the Association.

(g) Common Areas. To operate, keep and maintain any and all Common Areas in good condition, order and repair in accordance herewith and with all applicable laws and regulations.

ARTICLE III **COMMON AREAS PROPERTY RIGHTS**

The Association shall landscape and maintain the landscape easement area, not limited to a subdivision entrance sign, lighting, any fence, any irrigation or

sprinkler system, the cost of equipment, the cost of utilities to operate the foregoing, the cost of insurance on all of the foregoing, and in general, landscaping items to beautify the landscaping easement area, each in the manner if at all determined to be appropriate from time to time by the Board.

The Association shall maintain and repair the drainage improvements located within the drainage easement area of Lots 21, 22, 36, 37, 1001, and 1002.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall automatically be a member in the Association for the period such person is an Owner. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Voting. The Association shall have two classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Declarant, and any successor of Declarant specifically identified in the deed of conveyance as a Class B Member who takes title for the purpose of development and sale. Class "A" Members shall be entitled to only one vote for each Single Family Lot. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise in writing the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. If a Lot is owned by a corporation, condominium association, partnership or trust, such entity shall designate in writing the person authorized to vote on behalf of such entity. In the case of R-2 lots which have been split zero-lot-line, the one vote allocated to that lot shall be divided equally between the record Class A owners of said R-2 lot.

(b) Class "B". The Class "B" Member shall be the Developer, or its successor as identified in a deed of conveyance as a Class B Member who takes title for the purpose of development and sale. The Class "B" Member shall be entitled to four votes for each Lot, provided that the Class "B" membership shall cease on the happening of either of the following events, whichever occurs earlier:

(i) When all lots are sold; or

- (ii) At such time as the Developer voluntarily relinquishes its Class "B" membership rights.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association are for the purpose of promoting the recreation, health, enjoyment, welfare and safety of the residents and for protecting, advancing and promoting the environment of the Properties for the common benefit and enjoyment of the Owners and occupants of residences, improvement, operation, landscaping, and maintenance of the Common Areas, detention and retention areas, and other common facilities and areas of common responsibility including but not limited to repair, replacement and additions thereto, and for the cost of labor, insurance, equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

Section 2. Creation of Lien and Personal Obligations of Assessments. Each Class A Member, by acceptance of a deed or other conveyance of a Lot, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay and shall pay the Association such fees, assessments and charges as are herein provided and authorized: (a) Annual assessments, (b) special assessments and/or (c) individual assessments, including but not limited to such reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and costs of collection thereof, including reasonable attorneys' fees (i) shall be a charge and a continuing lien upon the Lot against which any such assessment is made, subject to foreclosure and the Association shall have the right to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property, and the Association shall have the conclusive power and authority to file in the Office of the Recorder of Deeds of Sangamon County, Illinois a lien or liens against such Lot, and (ii) shall also be the joint and several personal obligation of each person who was an Owner of said Lot at the time when any such assessment made against said Lot fell due.

No Owner shall be entitled to a refund of any portion of any annual or special assessment, or installment of a special assessment, paid by him, even though said Owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No Owner may avoid or escape liability for any annual or special assessment or individual assessment imposed or levied pursuant to this Article V by abandonment of his Lot, or by attempted waiver or non-use of the benefits of membership in the association, or of the Common Areas and facilities.

Section 3. Membership Fee and Annual Assessment. There shall be imposed a one time Association Membership Fee in the amount of One Hundred Fifty dollars (\$150.00) per Lot, per Class A Member, payable upon becoming a Member. Thereafter, the initial annual assessment shall be One Hundred Twenty-Five dollars (\$125.00) per Lot, per Class A Member, and the amount of such assessment shall continue until changed as provided below. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall also prepare a proposed assessment to be levied against each Lot of each Class A Member for the following year. Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Membership approval of any budget prepared by the Board shall not be required. The Board shall cause a "Notice of Assessment" to be delivered against every Lot so assessed by delivery by U.S. Mail to the last known residence address of each Class A Member. It is anticipated that the annual Notice of Assessment shall be mailed in January of each year. The annual assessment shall be in an equal amount as against each Lot.

Section 4. Entering Member. Any person or entity becoming the initial Class A Member with respect to a Lot, on a date after January 1, shall, for said initial year, pay a reduced annual and special assessment, if any, prorated on the basis of the remaining days in the calendar year after the date of the deed of conveyance to the Lot in issue, which prorated amount shall be due to the Association on the closing on said Lot.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and, any retention area, including the necessary equipment related thereto. For example, repairs and maintenance may be needed from time to time, as well as sprinklers systems, drainage areas and equipment, subdivision entrance signs and other items. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Special assessments shall be in an equal amount as against each Lot.

Section 6. Individual Assessment. In the event that the need for maintenance or repairs of the Common Area, or a Lot, is caused or occurs by or through the willful or negligent act or omission of an Owner, his family, lessees' guests or invitees, then,

the Association, shall give such written notice of the Association's intent to provide the required maintenance, repair, replacement or corrective work, at such Member's sole cost and expense. The Member shall have fifteen (15) days within which to complete said maintenance, repair, replacement, or corrective work to the Association's reasonable satisfaction. If such Member fails or refuses to properly discharge his obligations as outlined above, the Association may issue an individual assessment for the cost of completing the corrective work by giving written Notice of Assessment to the responsible owner. The Association shall also have the right to issue individual assessments for sidewalk installation.

Section 7. Exemption from Assessment. Any Lots owned by a Class "B" Member shall be exempt from all assessments, charges and liens created herein unless a Lot is occupied as a residence.

Section 8. Assessment Due Dates. The annual assessment for each Lot shall become due and payable thirty (30) days after the postmark date of the Notice of Assessment. The due dates for special assessments shall be thirty (30) days after the written Notice of Assessment is sent to the owners. The due dates for individual assessments shall be thirty (30) days after the written Notice of Assessment is sent to the owners. The Association shall prepare a roster of Lots and assessments applicable thereto, which shall be open to inspection by any Member upon reasonable notice to the Board.

Section 9. Computation. Annual and special assessments shall be charged equally against each Lot, as provided in Section 4 regarding Entering Members.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days shall incur a late charge in an amount of five (5%) percent of the amount delinquent. The Association shall cause a notice of delinquency to be given to any Member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, a lien as herein provided for shall attach to and be a continuing lien upon the lot against which such assessment shall have been made, and in addition the lien shall include the late charge, plus interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a deed or other conveyance to a Lot, vests in the Association or its agents the right and power to bring all actions against such Owner or Owners personally for the collection of such charges as a debt, and/or to foreclose the aforesaid lien in the same manner as other liens for the mortgage of real

property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners; shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but no limitation, abandonment of the Lot.

Section 11. Subordination of Lien. The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage theretofore of record upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Estoppel Certificates. The Association shall, upon request of a Member, on five (5) days prior notice, furnish an Estoppel Certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said Member's Lot, up to a given date or time of conveyance, also certifying as to whether or not there are violations of the governing documents on the Lot as of the date of preparation of the certificate. A reasonable charge may be imposed as determined by the Board to cover the cost of providing such certificate.

ARTICLE VI **MAINTENANCE BY AND SERVICES OF THE ASSOCIATION**

Section 1. Maintenance, Repairs and Services by the Association. The Association, subject to the provisions of this Declaration and the By-Laws of the Association, shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include by example and not by limitation: (a) maintenance, repair and replacement of all Common Areas and Common Area Equipment and facilities thereon including park areas, landscaping, utility lines, pipes, fences, wires and conduits, not dedicated to any public authority, (b) furnish and provide the necessary maintenance and repair service for any drainage facility, pipe or pond serving the Properties and the improvements situated thereon.

Section 2. Easement. The Association is hereby granted an easement of use and right-of-way on, over, in, under and through all Lots in order to comply with the terms of this Article VI, and entry on any Lot for such purpose shall not be deemed a trespass.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members. The Architectural Control Committee (the Committee) is composed of George H. Stelle, Jeff Stelle, and Connie Stelle, of Springfield, Illinois. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All Committee decisions shall be in writing. The Developer reserves the right to remove and replace any member of the Committee.

Section 2. Approval of Plans by Architectural Control Committee. No construction or reconstruction of or remodeling, alteration or addition to, any structure, building, fence, wall, road, drive, path or improvement, of any nature shall be commenced without obtaining the prior written approval of the Committee as to location, materials, elevations, plans and specifications. As a prerequisite to consideration for Committee approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee reserves the right to mandate and control the size, type, number and location of trees and shrubs to be initially planted at the time a residence is constructed (See Article VIII, Section 25, below). The plans shall also specify the driveway location and material. No building shall be erected, placed or altered until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. All plans, including but not limited to plans which include basements, shall state to the Committee's satisfaction how the excavated soil will be handled so as not to interfere with drainage swales or otherwise materially change the grade or elevation of the subject Lot or the drainage of adjacent Lots as compared to the final engineering plans of the Developer. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including a determination that the plans are incomplete as to any detail or for purely aesthetic considerations. Any rejection shall be in writing and state the reason for the rejection. If plans are rejected, new written plans must be submitted for the Committee's consideration before any work commences. Committee approval, if granted, shall be by signature directly on the subject plans and specifications. In the event the Committee fails to take written action within forty-five (45) days after receipt of a complete set of plans and specifications, then approval will be deemed given, and the requirements of this Section with respect to approval by the Committee will be deemed to have been fully complied with. The Committee will not approve any plans that would violate any part of Article VIII.

Section 3. Construction.

a) Upon approval, construction shall be started and pursued to completion promptly and in strict conformity with the approved plans. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year after commenced.

b) No structure shall be occupied for living purposes which is not functional and complete in detail as to the exterior of the structure.

c) All front and side yards shall be sodded as soon as possible, weather permitting, after construction is complete, and in any event, not later than six (6) months after initial occupancy.

d) Each owner and its contractor shall comply with the requirements of the Stormwater Pollution Prevention Plan for Fox Meadows West and comply with the requirements of the National Pollution Discharge Elimination System General Permit No. IL 10 for construction activities taking place on a subdivision lot. Compliance shall require, at a minimum, installation of perimeter silt barriers at locations where stormwater runoff occurs from bare ground on the construction site and installation and use of a stabilized construction site entrance consisting of a 6-inch minimum depth aggregate at a location where construction vehicles access the site. The silt barrier shall be located inside of the front property line and at the rear lot drainage easements to prevent erosion onto the street right of way and drainage swales. Excavated earth or topsoil stockpiles shall be placed inside of the perimeter silt barrier.

e) In addition, after construction is complete on each Lot, and as soon as weather permits, the Lot Owner shall cause the installation of a concrete sidewalk as approved by the Committee.

Section 4. Enforcement. The Committee, in its sole discretion, shall be entitled without obligation to stop any construction in violation of the restrictions in this Article VII, whenever occurring, and shall have the right, but not the obligation, to correct any such violation. The Association shall issue an individual assessment to reimburse the Committee for the cost and expense of any corrective work or litigation undertaken by the Committee. Each Lot Owner shall hold the Developer, the Board, and the Committee harmless against any fine or penalty imposed by any governmental agency arising out of and resulting from any construction activity undertaken by the Lot Owner, its agents, or contractors. The cost of any litigation and/or attorney's fees incurred by the Developer, Board, or Committee in enforcing the provisions of these Covenants shall be paid by the Lot Owner.

ARTICLE VIII
GENERAL RESTRICTIONS

Section 1. General Lot Usage. No Lot shall be used except for residential purposes as a Single Family Lot or as a R-2 Lot. "Single-family Lot" shall mean and refer to any Lot of land to be used for single-family residential purposes and so designated by the Architectural Control Committee. "R-2 Lot" shall mean and refer to any Lot of land that may be used for single family or R-2 residential purposes and as hereafter so designated by the Architectural Control Committee. Any business activity that involves the delivery of service or merchandise to customers on site on a Lot, regardless of whether that activity takes place inside of a residence, is prohibited provided however that this shall not be construed to prevent what are commonly known as garage sales or other similar types of occasional sales. One of the purposes of this provision is to prevent any business activity that would cause customer traffic within Fox Meadows West. Without limiting the foregoing, no residence on a Lot shall be used to conduct a beauty parlor business or a repair service business. Nothing in this Section shall be construed to prevent an office in the home or an occasional business meeting in the home, provided that no office in the home shall be used on a regular basis to meet with customers or clients.

Section 2. Minimum Building Requirements. Homes constructed on R-1, Single Family, Lots shall have a minimum square footage of 2,400 for two-story homes (with a minimum of 1,400 square feet on the main floor), and 1,800 for ranch style, and shall have attached garages for not less than two (2) cars. Single family homes built on Lots 67 – 81 shall have a minimum square footage of 2,000 for two-story homes (with a minimum of 1,200 square feet on the main floor), and 1,600 for ranch style, and shall have attached garages for not less than two (2) cars. Duplex/Condominium housing units constructed on R-2 lots shall be a minimum of 1,500 square feet per side and each shall have an attached garage for not less than two (2) cars. Basements, if constructed, shall not be counted in computing square footage. All homes on R-1 or R-2 Lots shall be constructed with a minimum of 8-12 pitched roofs except as otherwise approved in writing by the Architectural Control Committee.

Section 3. Set Back. No building shall be located on any R-1 Lot nearer than thirty (30) feet to the front lot line. Each R-1 Lot shall have a total combined side yard of fifteen (15) feet, except for lots 20 through 26, 30 through 43, 82 through 87, and 90 through 99, which shall each have a total combined side yard of twenty (20) feet. No building shall be located on any R-2 Lot nearer than twenty-five (25) feet to the front lot line. Each R-2 Lot shall have a total combined side yard of ten (10) feet

Section 4. No Outbuildings. No outbuilding approved by the Architectural Control Committee on any Lot shall, at any time, be used as a residence, temporarily or permanently.

Section 5. Mowing. All Lots, including vacant Lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition. Lawns shall be maintained and mowed on a regular basis.

Section 6. Driveways. All driveways located upon a Lot shall be constructed exclusively of concrete and shall be subject to access restrictions as stated on the final recorded Plat of Subdivision for Fox Meadows West.

Section 7. No Liquor Sales. No liquor shall be sold, or kept for sale, on any Lot.

Section 8. Pets. 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. Dogs, cats or other generally recognized household pets may be kept provided same are not kept, bred or maintained for any commercial purposes and provided that no such pet may be kept outdoors overnight on any Lot without the prior written approval of the owners of all adjacent Lots. Dog kennels are prohibited. All pets must be kept inside the residence over night. No domestic pet shall be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect 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 9. Vehicles and Devices. No Lot, or any part thereof, shall be used, either temporarily or permanently, to sell trucks, tractors, trailers, boats, campers, vehicles or other equipment of any kind or character whatever. No Owner, tenant, guest or other person shall use a Lot for open storage of any truck, tractor, trailer, boat, camper, vehicle or similar type of equipment. Storage in an enclosed garage is permitted. Driveways may only be used for temporary parking (72 uninterrupted hours or less). Driveways may not be used for long term parking (more than 72 uninterrupted hours) of any truck, tractor, trailer, boat, camper, vehicle or other equipment of any kind or character whatever. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any Lot or Common Areas, except for emergency repair, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 10. Garbage. 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. All such sanitary containers shall be kept out of public view except on days of collection and all such containers shall be kept in a clean and sanitary condition and in accordance with law.

Section 11. Signs. No sign of any kind shall be maintained or displayed on any Lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than five (5) square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvement thereon.

Section 12. Television Antennas. No outdoor television antenna may be erected or installed on any Lot. A satellite dish not larger than eighteen (18) inches in diameter may be installed on any Lot provided that said dish is not visible at any point on the boundary line between said Lot and any street adjacent to said Lot.

Section 13. Building Materials. The front of each residence shall consist of one of the following:

- (a) 100% brick; or
- (b) 100% drivet or drivet type material approved by the Committee; or
- (c) 75% brick and 25% drivet, or stone; or
- (d) any other combination of the above, or other suitable material, approved by the Committee.

Section 14. Mail Receptacle and Post; Address Stone. Each owner shall purchase a mail receptacle and post and an address stone from the vendors designated by the Developer simultaneously with the purchase of a Lot. The mail receptacle and post and address stone shall be installed at no added cost to the Developer at the location specified by the Committee. No post or mail receptacle or address stone shall be used except as approved by the Committee.

Section 15. Swimming Pools. Above ground swimming pools shall be prohibited. In ground swimming pools shall be permitted, subject to Committee approval.

Section 16. On Street Parking. On street parking within Fox Meadows West, is not permitted, except: (a) short term parking by guests of residents of Fox Meadows West for special occasions and in no case exceeding 72 continuous hours; and (b) as permitted from time to time by rule or regulation of the Board in the Board's sole discretion.

Section 17. Underground Utility Lines. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground.

Section 18. No Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

Section 19. Easements. Drainage in a designated "Easement" area shall not be blocked or impaired, either intentionally or by negligent maintenance on any Lot or Lots. Drainage swales shall not be filled with excavation materials.

Section 20. Sump Pump Discharges. Each Lot is served by a sump pump drain pipe located in the rear lot drainage easement that is owned and maintained by the Association. Each basement sump pump shall be connected to the drain pipe by a licensed plumber, and only the sump pump may be so connected. No other drain of any type may be connected to this drain.

Section 21. Lot Contours. No owner of any Lot shall change, or permit to be changed, the contours of such Lot, without the express consent of the Architectural Control Committee. Each Lot owner shall maintain rear lot drainage swales at grades established during the original subdivision construction. Fences, gardens, structures, or other features that obstruct drainage through the easements are prohibited. Established grades that are disturbed by construction or other activities shall be restored. Drainage monuments are installed at a maximum interval of 300 feet for use in reestablishing grades.

Section 22. Finished Grade; Foundations.

Grades:

1. For driveways that intersect a 60' right of way street:

Finished grade shall be within a range of 18 to 24 inches above the back of curb, measured at the foundation.

2. For driveways that intersect a 50' right of way street:

Finished grade shall be within a range of 14 to 20 inches above the back of curb, measured at the foundation.

Concrete Basement or Crawlspace Foundation Wall Height:

1. For driveways that intersect a 60' right of way street:

The top of the concrete crawlspace foundation wall or the top of the concrete basement foundation wall, whichever is applicable, shall be installed within a range of 28 to 36 inches above the back of curb.

2. For driveways that intersect a 50' right of way street:

The top of the concrete crawlspace foundation wall or the top of the concrete basement foundation wall, whichever is applicable, shall be installed within a range of 23 to 31 inches above the back of curb.

Section 23. Maintenance of Pond Perimeter and Drainageway. Each lot owner with lots fronting on the retention pond shall maintain the area of ground between their rear lot line and the pond edge, defined by an extension of their side yard lines to the edge of the pond. Fences may not be constructed in the common ground beyond the rear lot line of any lot fronting the pond. Owners of lots 36 and 37 shall maintain lot 1002 to the center line of lot 1002 adjoining the side lot line of each lot. Fences or any other obstruction that would prevent access through the lot may not be constructed on lot 1002. Owners of Lots 21 & 22 shall not conduct any activity along their adjoining side lot line which might impair the integrity of the underground drain pipe at that location.

Section 24. Fences. No fence or wall shall be erected or placed on any Lot in the front or side yard between the residence and the street. The Association may erect and maintain a fence in the landscape easement area. Rear yard fences are permitted only as approved in writing by the Architectural Control Committee. Under no circumstances will any fence be approved which obstructs the view of the pond.

Section 25. Required Parkway Trees (Planted between Sidewalks & Curbs).

- a) Trees may not be cut down or removed from Parkways without approval of the Architectural Control Committee.
- b) New shade and ornamental trees to be planted in Parkways shall be selected from the City of Springfield's preferred list as published by the office of the City Arborist.
- c) Not less than 2 nor more than 4 new such trees shall be planted in the Parkway of each Lot and spaced not less than 20 nor more than 30 feet apart.
- d) Parkway Trees must be planted between the sidewalk and street curb fronting each Lot, but may not be planted closer than 10 feet to any buried water valve "pit". Trees planted in such Parkway locations shall be

maintained by the Property Owners Association after such trees have reached one year of age.

e) Such new Parkway trees shall be 10-12 feet high with a base diameter of at least 2 inches at the time of planting.

Section 26. Outbuildings. No gazebo, doghouse, dog run, outbuilding or any kind, or other structure shall be constructed without the prior written approval of the Committee.

Section 27. Enforcement. The provisions in this Article VIII shall bind and be to the benefit of, and be enforceable at law and in equity, solely by, and in the discretion of, the Association, and its successors and assigns, and no other person shall have any right or standing to enforce this Article VIII without written permission from the Association referencing this Section. Delay or failure to enforce any one or more of the restrictions, conditions and covenants herein contained on one or more occasions, shall in no event be deemed a waiver of the right to do so thereafter. In no event shall the Association be liable for any action or omission to enforce any of the provisions hereof. Each provision herein is independent of each other provision and may be separately enforced.

Section 28. Amendment. The owners may modify, change, amend, supplement or cancel any of the provisions contained in this Article VIII, from time to time, in whole or in part, by filing in the public records, a notarized instrument signed by those Owners who collectively own fifty-one (51%) percent of the Lots in number; provided, however, that no such change may be adopted which would result in a violation of any ordinance of the City of Springfield or statute of the State of Illinois. These covenants, as they relate to maintenance of common areas within the subdivision, may not be changed without the approval of the City of Springfield Engineer.

ARTICLE IX

INSURANCE AND INDEMNIFICATION

Section 1. Common Area Insurance. The Board shall have the authority to and shall obtain insurance for the Common Areas and all improvements situated thereon, and for any other real or personal property of the Association, against loss or damage by fire and such other hazards as the Board may deem desirable to insure against, for the full insurable replacement cost of said Common Areas, improvements situated thereon and other real or personal property of the Association. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and health of persons, and property damage, in such limits as the Board shall deem desirable, and workmen's

compensation insurance and such other liability insurance as it may deem desirable, insuring the Association, its directors, officers, the Committee, employees and agents from liability in connection with the Common Areas, improvements located thereon and other real and personal property of the Association, and insuring the fee owners of any land underlying any drainage retention or storage pond owned or used by the Association, and insuring the directors, officers and Committee members of the Association from liability for good faith acts or omissions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one (1) or more insured parties against other insured parties. Premiums for all such insurance shall be common expenses of the Association.

Section 2. Indemnification. The Committee, and the directors and officers of the Association shall not be liable to any Owner or any Member, or any person claiming by or through any such Owner or Member, for any act or omission to act in the performance of their duties, and the Association hereby indemnifies all such directors and officers, former officers and directors, the Committee members and former Committee members, from all claims, demands, actions and proceedings, and any expense, in connection therewith, except if such Director, officer or Committee member shall be adjudged in any such action or proceeding to be liable for willful and intentional misconduct in the performance of his duties.

Section 3: Covenant Not-to Sue. As a condition of ownership, it is agreed that in no event shall any legal action or proceeding be brought by the Association, or any Owner or other person claiming rights hereunder, against the Declarant, or any of its members, shareholders, directors, officers, successors or assigns, or against any member of the Architectural Control Committee, or the Board, for any failure to act, or any action taken in good faith, and directly or indirectly concerning this Declaration, the Association, or membership in the Association.

ARTICLE X **MISCELLANEOUS**

Section 1. Term. Except as otherwise provided, this Declaration shall be binding upon all parties and all persons claiming through or under them for a period of twenty (20) years from the date this Declaration is filed for public record, after which time such Declaration shall automatically be extended for successive periods of ten (10) years, unless a notarized instrument signed by owners representing seventy-five (75%) percent of the Lots in number has been filed for record agreeing to change, amend, modify, or cancel such Declaration in whole or in part.

Section 2. Binding Effect. Invalidation of any part of these covenants by judgment or court order shall in no wise affect the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this _____ day of _____, 2004.

DECLARANT, Stelle Development, LLC, By:

George H. Stelle, Member

Connie J. Stelle, Member

FOX MEADOWS WEST PROPERTY OWNERS ASSOCIATION

By: _____
George H. Stelle, President

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that George H. Stelle and Connie J. Stelle personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act.

Given under my hand and official seal, this ____ day of _____, 2004.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George H. Stelle, President of FOX MEADOWS WEST PROPERTY OWNERS ASSOCIATION, personally known to me to be the President of said corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and official seal at Springfield, Illinois, this _____ day of _____, 2004.

Notary Public

EXHIBIT A

BYLAWS

OF

FOX MEADOWS WEST PROPERTY OWNERS ASSOCIATION (an Illinois not-for-profit corporation)

ARTICLE I

Incorporation and Offices

The Association shall be incorporated under the Illinois General Not For Profit Corporation Act (the "Act") and shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office.

ARTICLE II

Members

SECTION 1. Membership. All owners of real estate located in the Fox Meadows West Subdivision, located in the City of Springfield, Sangamon County, Illinois ("Fox Meadows West "), pursuant to document No. 04- _____ recorded with the Sangamon County Recorder's Office on _____, 2004 shall automatically be members of this Association.

SECTION 2. Voting Rights. Voting shall be as per the Declaration of Covenants, Conditions and Restrictions for Fox Meadows West Subdivision, Springfield, Illinois.

SECTION 3. No Membership Certificates. No membership certificates of the corporation shall be required.

ARTICLE III

Purpose

SECTION 1. The purpose of the Association is as stated in its Articles of Incorporation, and the Association is authorized, responsible for and will take such action as may be necessary for the maintenance, repair, operation and replacement of any Common Areas of Fox Meadows West, as well as the maintenance of the drainage easements and stormwater retention pond area on the final plat of Fox Meadows West, Springfield, Illinois.

SECTION 2. The purposes of the Association stated above shall not be construed to exhaust, limit or detract in any way from the general authority of the Association to act for other purposes as its members, through its Board of Directors, deem beneficial from time to time; subject, however, to the other provisions of these By-Laws.

SECTION 3. Each member of the Association from time to time agrees to and shall by virtue of being a member hereby grant an easement to the Association as reasonably necessary for the Association to achieve its purposes and so that the Association can perform its obligations herein.

ARTICLE IV **Meeting of Members**

SECTION 1. Annual Meeting. An annual meeting of the members shall be held on the written request of the holders of a twenty-five (25%) percent of the votes for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. Special Meeting. Special meetings of the members may be called either by the President or the Board of Directors, or by the holders of not less than twenty-five (25%) percent of the votes, for the purpose or purposes stated in the call of the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting and for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois.

SECTION 4. Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than sixty (60) days before the date of such meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. Informal Action by Members. Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing,

setting forth the action so taken, shall be signed either (i) by all the members entitled to vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (1) if, at least five (5) days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitled to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those members entitled to vote who have not consented in writing.

SECTION 6. Quorum. The holders of twenty-five (25%) percent of the votes which may be cast at meeting of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of members; provided that, if less than twenty-five (25%) percent of the outstanding votes are represented at said meeting, a majority of the votes so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the members, unless the vote of a greater number or voting by classes is required by the General Not For Profit Corporation Act, the articles of incorporation or these bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. Proxies. Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period.

SECTION 8. Voting. Each member shall be entitled to the number of votes as set forth in the Declaration of Covenants, Conditions, and Restrictions for Fox Meadows West.

SECTION 9. Voting by Ballot. Voting on any question or in any election may be by voice unless the chairman of the meeting shall order or any member shall demand that voting be by ballot.

ARTICLE V

Board of Directors

SECTION 1. General Powers. The affairs of the Association shall be managed by or under the direction of its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors shall be three (3) and only three (3). STELLE DEVELOPMENT, LLC shall appoint the three directors until such time as STELLE DEVELOPMENT, LLC owns less than twenty (20%) percent of the Lots in Fox Meadows West, such appointment to be without the need of notice to members or a meeting or any type of vote, but thereafter each director shall be elected by the members and shall hold office until the next annual meeting of members and until his or her successors shall have been elected and qualified. Voting may be cumulative.

SECTION 3. Veto. After eighty (80%) percent of acreage has been sold, STELLE DEVELOPMENT, LLC shall have a veto power over all actions of the Board, as is more fully provided in this Section. This power shall expire when one hundred (100%) percent of the acreage has been sold by STELLE DEVELOPMENT, LLC This veto power shall be exercisable only by STELLE DEVELOPMENT, LLC, its successors and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

At no time prior to the initial sale of one hundred (100%) percent of the acreage by STELLE DEVELOPMENT, LLC shall any action authorized by the Board of Directors become effective, nor shall any such action, policy or program be implemented until and unless:

A. STELLE DEVELOPMENT, LLC shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these Bylaws -regarding notice of regular and special meetings of the Board of Directors and which notice shall, except in the case of the regular-meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at the meeting; and

B. STELLE DEVELOPMENT, LLC shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any action, policy or program to be implemented by the Board of Directors or the Association. STELLE DEVELOPMENT, LLC and its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the Association and/or the Board of Directors. If STELLE DEVELOPMENT, LLC is not present at the meeting, then the Board must give STELLE DEVELOPMENT, LLC written notice of all action taken within ten (10) days of the meeting. For thirty

(30) days after each meeting, STELLE DEVELOPMENT, LLC shall have and is hereby granted a veto power over any such action, policy or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by STELLE DEVELOPMENT, LLC, its representatives or agents at the meeting or in writing delivered to the registered office of the corporation within thirty (30) days after the meeting, or if applicable, thirty (30) days after STELLE DEVELOPMENT, LLC receives written notice of the Board's action.

SECTION 4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these bylaws, immediately after, and at the same place as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previous thereto by written notice to each director. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these bylaws.

SECTION 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of directors, provided that if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a great number is required by statute, these bylaws, or the articles of incorporation. No director may act by proxy on any matter.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall

be filled by the Board of Directors unless the articles of incorporation, a statute, or these bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION 10. Resignation of Directors. A director may resign at any time upon written notice to the Board of Directors.

SECTION 11. Informal Action by Directors. The authority of the Board of Directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote.

ARTICLE VI

Officers

SECTION 1. Officers. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such other offices as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. President. The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of the Association; he or she shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is assigned to some other

person by the Board of Directors; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. He or she shall preside at all meetings of the members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these bylaws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He or she may vote all securities which the Association is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

SECTION 5. Vice-President. The vice-president (or in the event there be more than one Vice-President, each of the vice-presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents, in the order designated by the Board of Directors, or by the President if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these bylaws, the Vice-President (or any of them if there is more than one) may execute for the Association any contracts, deeds, mortgages, bonds or, other instruments which the Board of Directors has authorized to: be executed, and he or she may accomplish such execution either under or without the seal of the Association and, either individually or with the secretary, any assistant secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 6. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Association. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefor, and for the receipt and disbursement thereof, and (c) perform all the duties incident to the office of Treasurer and such other duties as from time to time .may be assigned to him or her by the President or by the Board of Directors. If

required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 7. Secretary. The Secretary shall (a) record the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, (c) be a custodian of the corporate records and of the seal of the Association; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 8. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

Contracts, Checks, Deposits and Funds

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

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

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

ARTICLE VIII
Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX
Fiscal Year

The fiscal year the Association shall be fixed by resolution of the Board of Directors.

ARTICLE X
Seal

The corporate seal shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE XI
Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the bylaws of the Association, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. In addition, while STELLE DEVELOPMENT, LLC still owns twenty (20%) percent or more of the square feet of the real estate in Churchill Estates, all notice otherwise required to be sent by STELLE DEVELOPMENT, LLC shall be deemed waived. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XII
Indemnification

SECTION 1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member, director or an officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not For Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

SECTION 2. The Association may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association, as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

SECTION 3. Right to Payment of Expenses. To the extent that a director, officer, employee or agent of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she

has met the applicable standard of conduct set forth in Sections I and 2 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the members entitled to vote, if any.

SECTION 5. Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suite or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

SECTION 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which one seeking indemnification may be entitled under any bylaw, agreement, declaration, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee of agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.

SECTION 8. Notice to Members. If the Association has paid indemnity or has advanced expenses under this Article to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to any members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

SECTION 9. References to Association. For purposes of this Article, references to "the Association" shall include, in addition to the surviving Association, any merging corporation (including any corporation having merged with a merging corporation absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging

corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving Association as such person would have with respect to such merging corporation of its separate existence had continued.

SECTION 10. Assignability. STELLE DEVELOPMENT, LLC's rights hereunder are assignable.

ARTICLE XIII
Assessments

Assessments shall be assessed as per the Declaration of Covenants, Conditions, and Restrictions for Fox Meadows West Subdivision, Springfield, Illinois.

ARTICLE XIV
Amendments to Bylaws

The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the Board of Directors; except, however, that after STELLE DEVELOPMENT, LLC's veto power under Article V, Section 3 expires, then no amendment of Article XV (Amendments to Articles of Incorporation), or to this Article XIV (Amendments to Bylaws) shall be made by the Board of Directors without the approval of members holding at least seventy-five (75%) percent of the votes in Fox Meadows West Subdivision. Further, no amendment shall be permitted to these Bylaws inconsistent with the Declaration.

ARTICLE XV
Amendments to Articles of Incorporation

Members shall be entitled to vote on all amendments to the Articles of Incorporation. After STELLE DEVELOPMENT, LLC's veto power under Article V, Section 3 expires, then no amendment may be made to the Articles of Incorporation that would change or supersede in any way, directly or indirectly, any provision of Article XIV of these Bylaws (Amendments to Bylaws), or this Article XV (Amendments to Articles of Incorporation), without the vote and consent of members holding at least seventy-five (75%) percent of the votes in Fox Meadows West Subdivision. Further, no amendment shall be permitted to the Articles inconsistent with the Declaration. Any other amendment to the articles of incorporation shall require a two-thirds majority of votes present.

Effective as of this ____ day of _____, 2004 by action of the initial Board of Directors.
