

PREPARED BY
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**NOTICE OF HOMEOWNERS ASSOCIATION AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR SPRINGCREST SUBDIVISION
(ALL PLATS)**

Dated: June _____, 2006

WHEREAS, the SPRINGCREST DEVELOPMENT, LLC and ANNA M. DIEFENBACK (as present owner of Lots 72 and 73), hereinafter collectively referred to as "Declarant," as a fee simple owners of 34.091 acres of real estate on Koke Mill Road approximately 1,081 feet north of the intersection with Old Jacksonville Road more particularly described on **Exhibit A** attached ("Real Estate") hereof, does hereby subdivide said tract of land and does designate such subdivision SPRINGCREST SUBDIVISION, being an addition to the City of Springfield, Sangamon County, Illinois, for the purpose of the sale of Lot or Duplex Units therein by description and number appearing and designated on said plats. Streets and parkways as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains and all other public utilities and for use in providing surface water drainage; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and to that end, desires to subject the Real Estate to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Real Estate and the subsequent owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing 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 Springcrest Homeowners' Association, for the purpose of exercising the function aforesaid;

NOW THEREFORE, Declarant hereby declares that the Real Estate described on **Exhibit A** of this Declaration is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

(a) **"Association"** shall mean and refer to Springcrest Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

(b) **"Real Estate"** shall mean and refer to the real estate described in **Exhibit A**

(c) **"Lot"** shall mean and refer to a portion of the Real Estate intended for independent ownership and use as may be set out in this Declaration and shall be shown on the Plat of Subdivision.

(d) **"Duplex Unit"** shall mean one of the two residential areas in a duplex building within the Subdivision with separate ownership with respect to such residential area including one half of the Lot. Any single lot zoned R-2 shall be deemed to have two Duplex Units even if the structures are not built. In the event that R-2 zoned lot is improved with only one single family structure, it shall then be considered a Lot for purposes of this Declaration.

(e) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Duplex Unit which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as mortgagee or as security for the performance of an obligation unless and until such person acquired title pursuant to foreclosure or any such proceeding or conveyance in lieu of foreclosure. A contractor or builder who purchases a Lot or Duplex Unit for purposes of constructing improvements for sale to another is an Owner but is considered a Class C Member with no voting rights under Article IV, Section 2 and is exempt from certain assessments as provided in Article V, Section 7.

(f) **"Member"** shall mean and refer to every Owner. Every Owner is a member of the Association.

(g) **"Developer"** shall mean and refer to Springcrest Development, LLC and its assigns if such assigns should acquire a portion of the Real Estate described from Springcrest Development, LLC for the purpose of constructing improvements thereon for resale to an Owner.

(h) **“Board”** shall mean and refer to the Board of Directors of the Association, including the first Board of Directors appointed by Developer.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1

Property Subject to Declaration. The Real Estate shall make up the Springcrest Subdivision (“Subdivision”), and all real property of all plats of said Subdivision shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration.

ARTICLE III
ADMINISTRATION AND OPERATIONS OF THE ASSOCIATION

Section 1

A. Board of Directors. The Directors named in the Association’s Articles of Incorporation constitute the Association’s first Board which shall hold office and which shall adopt Bylaws consistent with the terms of this Declaration (“First Board”). The First Board shall hold and exercise all of the rights, duties, powers and functions of the Board set forth in this Declaration, and the Bylaws, until the first meeting of the Members of the Association at the first annual membership meeting held for the election of Directors after the Developer turns over control of the Board and the Association to its Members pursuant to subparagraph (7) of this Article III, Section 1.

B. Powers of Board. The Board shall have all powers for the conduct of the affairs of the Association which are enabled by law or the organizational documents (including the Articles of Incorporation, Bylaws, and this Declaration and any rules or regulations enacted pursuant to this Declaration) which are not specifically reserved to Members or the Developer by said documents (“Governing Documents”). The Board shall exercise its powers in accordance with the Governing Documents. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

- (1) **Real and Personal Property.** To acquire, hold, own, 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;
- (2) **Rule Making.** To establish, modify and enforce rules and regulations for the use and benefit of the Real Estate and the Members of the Association and their quality of life as provided herein;
- (3) **Fees and Assessments.** To fix, levy and collect fees and assessments as provided in Article V;

- (4) **Easements.** To grant, maintain, and convey easements to the Real Estate or any portion thereof that the Association may own as may become necessary and as provided in Article VI;
- (5) **Employment of Agents.** To employ, enter into contracts 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;
- (6) **Enforcement of Governing Documents.** To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, and to enforce or effectuate any of the provisions of the Governing Documents; and
- (7) **Membership Meetings.** To call the first annual meeting of the Members of the Association, which shall be called no later than 180 days after 90% of the total Lots or Duplex Units of the Subdivision have been sold to Owners who are Class A Members as opposed to a contractor or builder (Class C Members), or can be held earlier at the Developer's discretion if the Developer chooses to turn over control of the Association sooner. The foregoing notwithstanding, failure to call such meeting during this time frame shall not otherwise invalidate the Association or the Governing Documents. Written notice of the 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, until the date of said first annual membership meeting, no Class "A" or Class "C" members shall have any voting rights, and the right of each such Class "A" and Class "C" member to vote on any matter is hereby denied until such meeting. Each annual meeting of the Members of the Association following such first annual membership meeting shall be held at the time and place specified in the Bylaws of the Association or as otherwise set from time to time by the Board.

ARTICLE IV
ASSOCIATION MEMBERSHIP CLASSES AND VOTING RIGHTS

Section 1

Membership and Voting. Every person or entity who is the record owner of a fee interest in any Lot or Duplex Unit that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as a mortgagee or as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot or Duplex Unit. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Duplex Unit. Ownership of a Lot or Duplex Unit