

**COMPILATION OF DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HOPP HOLLOW ESTATES, AS AMENDED AS OF
SEPTEMBER 17, 2010**

[Note: The following is a compilation of the recorded original declaration of covenants and restrictions for Hopp Hollow Estates dated October 25, 1991 reflecting changes made by amendments dated December 3, 1991 and September 14, 2010.]

KNOW ALL THESE MEN BY THESE PRESENTS, THAT

WHEREAS, Developer is the owner of the real estate described in Article II of this Declaration and desires to create thereon a residential community and to this end, desires to subject the real property described in Article II together with such additions as may be hereinafter made thereto to the covenants, restrictions, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for 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 the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer of Hopp Hollow Estates subdivision hereby forms an Association known as the Hopp Hollow Estates Homeowners Association for the purpose of exercising the functions set forth herein;

NOW, THEREFORE, the undersigned by these presents declares that the aforesaid real estate together with such additions as may be hereinafter made thereto shall henceforth be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, liens and charges which are for the purpose of protecting the value and desirability of the real estate and shall run with the land and be hereafter binding on all parties having any right, title or interest in the real estate described above or any part hereof, their heirs, successors, personal representatives and assigns, and shall inure to the benefit of each owner thereof; and every purchaser of said real estate shall, as part of the consideration for the purchase thereof, take title subject to the provisions hereof, and covenants to comply with all of the provisions hereof. The purpose of these restrictions is to inure the use of property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, to maintain the desired character of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

ARTICLE I

Definitions

1. "Association" shall mean and refer to The Hopp Hollow Estates Association, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any dwelling unit which is a part of the Properties, including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought under these covenants, conditions and restrictions by specific declaration and dedication.

4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision Plat of the Properties, provided, however, that if a single residence is constructed on more than one or portions of more than one platted lot, the combined parcels shall be considered as only one lot for purposes of membership, voting, and representation under this Declaration and the Association.

5. "Developer" shall mean and refer to Edward C. McPike, his successors and assigns.

6. "Restrictions" shall mean this Declaration and Plan of Restrictions, including any amendments, additions or deletions thereto.

7. "Transfer Date" or "Time for Transfer of Right or Obligations" shall mean the later of:

(a) the date on which Developer no longer owns any lots in:

--the property, or

--any additional property which, by recorded instrument, has been made subject to these restrictions; or

(b) the later of the date that the Developer voluntarily transfers to the Association title to the Common Properties.

8. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by single family.

9. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article VI, Section 1, hereof.

10. "Common Properties" shall mean all real properties and the improvements thereof shown on the plat of the subdivision as dedicated for the common use and enjoyment of the members of the Association including, but not limited to, all streets and cul-de-sacs which shall be public or private, the Community Recreation Area, the barn, the pond/lake, and other properties which the Developer shall designate, provided, however, that any part or portion of the Common Properties title to which is not conveyed by the Developer to the Association shall not be included in the Common Properties definition regardless of its inclusion on the plat of the subdivision.

ARTICLE II

Property Subject to the Declaration and Additions Thereto

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Illinois, and is more particularly described as follows:

Lots 1 through 23 and Lots 52 through 72 of "Hopp Hollow Estates", a subdivision in the North East Quarter of Section 3, Township 5 North Range 10 West of the 3rd p.m., as the same was recorded in the records of Madison County, Illinois, on the 4th day of April, 1991 in Plat Cabinet Number 57, on Page 22. Situated in Madison County, Illinois. All platted and recorded lots in the adjoining Phase II of Hopp Hollow Estates.

PROVIDED, however, that Developer may, in his sole discretion, make additions to the property subject to these restrictions, by instrument in writing recorded in the office of the Madison County Recorder.

ARTICLE III

Use Restrictions

SECTION 1. General Provisions: All of the existing property, including all streets and roadways within the subdivision and all additional lands which shall be subject to this Declaration under Article II above, shall be subject to the following use restrictions:

(a) Land Use. No building or structure shall be used for the purpose other than that for which the building or structure was originally designed, without prior written approval under the Architectural Control provisions of the Declaration.

(b) Obstruction of Traffic: No fence, wall, tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic, as defined by all municipalities having authority therefore or by Developer.

(c) Nuisances: No noxious or offensive activity shall be carried on or upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel.

(d) Grades: Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may alter, damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which public authority or utility company is responsible.

(e) Fences: No fence shall be constructed unless it is constructed of wood with main panels not exceeding four (4) feet in height and support posts not exceeding five (5) feet in height; provided that such height requirement may be waived under the Architectural Control provisions of the Declaration if a fence of higher dimensions is required in order to comply with the provisions of any state, local or federal law pertaining to swimming pools. Fences may also be constructed of vinyl or iron, but must have written approval under the Architectural Control provisions of the Declaration.

(f) No Commercial Activities: No commercial activity of any kind shall be conducted on any lot of the Living Unit, on the Common Properties or any street or roadway within the subdivision, but nothing shall prevent any promotional activities by the Developer. The foregoing notwithstanding, and subject to applicable zoning regulations, residents may conduct business within residences within the subdivision provided that evidence outside the residence of commercial activity is not present, no signs are installed to indicate the presence of commercial activity being conducted, there is no advertising of any commercial activity upon the premises, and such commercial activity does not create a nuisance or disturbance to the adjoining property owners or other residents within the subdivision. The Board of Directors of the Association may reasonably proscribe any commercial activity within the subdivision which is determined not to be in conformance with the foregoing restrictions

(g) Livestock: No hogs, cows, goats, birds, livestock or animals of any kind, other than domestic pets (except house pets with vicious propensities), shall be brought onto or kept on the property; and no more than four dogs, cats or other such pets may be kept or maintained on any Lot or Living Unit. Dogs shall not be permitted to run at large. No outdoor kennels shall be permitted. Dogs shall not be permitted to bark continuously.

(h) Parking of Motor Vehicles, Boats and Trailers: No trucks or commercial vehicles, boats, house trailers of every other description shall be permitted to be parked or to be stored on any Lot, street or roadway within the subdivision unless they are parked or stored in an enclosed garage or in such other enclosure approved under the Architectural Control provisions of the Declaration, excepting only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery and other commercial services for a period not to exceed 24 hours. No

inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the subdivision.

(i) Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without prior written approval under the Architectural Control provisions of the Declaration and the approval of the zoning authority with jurisdiction.

(j) Laundry Poles: No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed or constructed on any Lot.

(k) Antennas. No outside radio antenna, television antenna, solar panels, or satellite dish shall be erected, installed or constructed on any Lot without prior approval under the Architectural Control provisions of the Declaration. Provided, however, that satellite receiving dishes of no more than 36 inches in diameter will be permitted without prior approval under the Architectural Control provisions of the Declaration.

(l) Fuel Tanks: No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot unless approved by the Architectural Control Committee. Provided, however, that residential barbeque grill fuel tanks are allowed without prior approval.

(m) Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or shed will be placed upon any Lot without submitting to the Architectural Control Committee plans and specifications in writing and receiving approval by the said Architectural Control Committee. No such structure can be used as a residence, either permanently or temporarily.

(n) Signs: Only one "For Sale" sign shall be permitted on any lot within the subdivision at any time and any such sign shall be no larger than three feet in width or three feet in height.

(o) Drilling and Quarrying: No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas may be erected, maintained or permitted upon any Lot.

(p) Dumping of Rubbish: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other. Waste shall be kept in sanitary containers, or incinerators or other equipment for the storage or disposal of such material which equipment shall be kept in clean and sanitary condition and out of view from the front of the Lot except for the day of trash pickup. In the event the City of Alton should cease to provide trash pickup, all owners shall utilize the services of the party designated by the developer so as to avoid the presence of trash containers on numerous days of the week.

(q) Sewage Disposal: No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided.

Water from downspouts or any surface water shall not be permitted to drain into the sanitation sewer system. No excessive amounts of soap shall be discharged from any Lot so as to cause visible alteration to the lake. No harmful effluents shall be discharged into any street or service line so as to enter the lake and damage same or affect the appearance thereof.

(r) Water Supply: No individual well water system shall be permitted on any Lot.

(s) Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer as shown on the recorded Plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(t) Care and Appearance of the Premises: The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right, upon 30 days notice to the Owner of the Property involved, setting forth the action intended to be taken and if at the end of such time, such action has not been taken by the owner, at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that in the opinion of the Board of Directors of the Association by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand, and if not paid within ten (10) days thereof, then they shall become a lien upon the property affected, equal to priority to the lien provided in Article VII hereof and collected as stated herein.

(u) Private Driveways: All private driveways leading from streets to any garage on any lot shall be paved with concrete, asphaltic concrete, or Romanstone concrete pavers, and installed and constructed according to generally accepted engineering principles and procedures.

(v) No building materials will be buried within the subdivision. All trash will be hauled off-site and disposed of in proper disposal facilities.

SECTION 2: Provisions Applicable to Lots Designated for Single-Family Dwellings: Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions herein, to the following use restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house although intended for residential purposes, any be erected thereof. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

(b) Building Lines: All construction shall be conformed to lot lines and set back lines established by the applicable city ordinances.

(c) Occupancy Prior to Completion of Residence: No residence may be occupied until 100% complete without the prior approval of the Association's Board of Directors. In the event that the Board of Directors grants approval to a Lot owner to occupy the residence prior to final completion of all aspects of the residence, the Lot Owner shall pay the Association sufficient monies, in the opinion of the Board to provide and pay for final completion of the residence.

(d) All residences must have a garage (attached or free standing) for not less than one vehicle which is approved by the Board of Directors.

(e) Garages. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

(f) Frontage. All dwelling houses shall front on the street on which it is located as shown on the recorded Plat unless otherwise approved under the Architectural Control provisions of the Declaration. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved under the Architectural Control provisions of the Declaration.

(g) Trees: In order to enhance the overall beauty of the Subdivision, there shall be planted and maintained two (2) trees for every lot in the subdivision. Trees shall be no less than 2 inches in diameter as measured fourteen inches above the base, and each tree shall be of a hardwood species. The trees shall be planted between 14 and 18 feet from the street pavement. The lot owner shall be responsible for the purchase, planting, maintenance and care of said trees on their lots. Said planting is to be done within six (6) months of closing on the purchase of lot. If any such tree dies, it is to be immediately removed by the lot owner and replaced with another tree meeting the foregoing requirements. Additionally, any lot in the subdivision with a frontage of 120 feet or more shall have at least three (3) trees planted and maintained in the front yard of the lot.

(h) Swimming Pools: Only in-ground pools shall be allowed. No above ground pools shall be constructed, erected or maintained upon any lot.

Square Footage: No residence shall be built within Hopp Hollow Estates that shall contain less than 1,800 square feet of liveable space in addition to a full basement and garage.

ARTICLE IV

Easements

SECTION 1. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer a perpetual and non-exclusive easement over all lots, or any common Area or Community Facility for a distance of 10 feet behind any lot line which parallels a street (whether it be public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

ARTICLE V

The Association

SECTION 1: The Recording of the Restrictions Shall Create the Hopp Hollow Estates Homeowners Association ("the Association"). The Association shall exist and possess the powers and obligations described in these restrictions.

SECTION 2: The Association shall function through its Board of Directors ("the Board") who shall be elected as herein provided by members of the Association, provided that the initial Board of Directors shall be appointed by the Developer for a term of three (3) years each, with the terms of the initial members of the Board to commence on the Transfer Date.

SECTION 3: Until the time herein fixed to transfer of rights and obligations, developer shall exercise all of the rights and powers of the Board and the Association herein described.

SECTION 4: The purpose of the Association is to assure compliance with these restrictions and to make assessments to provide the necessary funds for maintaining the desired character of the community.

SECTION 5: The Association shall have the right to make assessments on the lots in order to achieve the purposes herein described. Assessments shall be made pursuant to the terms provided in these restrictions.

ARTICLE VI

Membership and Voting Rights In The Association

SECTION 1: Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

SECTION 2: Voting Rights: After the Developer has called the election for the Board of Directors pursuant to Article V, Section 2, the Association shall have one class of voting membership:

CLASS A. Class A members shall be all those owners as defined in Section 1. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Nor shall there be any division of any single vote.

ARTICLE VII

Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments: Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property when such assessment is made in accordance with the Article IV, Section 3 herein. Each such assessment, together with the cost of collection thereof as hereinafter provided, shall be the personal obligation of the person/s who was or were the Owner/s of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments: Assessments may be levied by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of any common properties, including, but not limited to, the operation of the Community Recreation Area, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. Basis and Maximum of Annual Assessments: At the first organized meeting of the Association, the amount of annual assessments shall be determined. Until such time, the assessment shall be \$100.00 per lot per year and shall never be less than \$100.00 per lot per year. No lot shall be subject to the annual assessment until sold by the Developer. Commencing January 1, 2008, the annual assessment shall be \$350.00.

From and after that time, the annual assessment may be increased by vote of the members, as hereinafter provided.

SECTION 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of described capital improvement upon any common properties, provided that any such assessment shall have the assent of the majority of the votes of members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Changes in Basis and Maximum of Annual Assessments. The Association may increase the assessments fixed by Section 3 thereof prospectively for any period provided that any such change shall have the majority of the votes of Members who are voting in person and by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set for the purpose of the meeting.

SECTION 6. Quorum For Any Action Under Sections 4 and 5: The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the Meetings of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments Due Dates: The Annual Assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the date determined by the Board of Directors of the Association.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 herein as the remaining numbers of months in that year bear to twelve. The same method of reduction in the amount of assessment shall apply to the first assessment levied against any property which is hereinafter added to the Properties by way of Article II, Section 2 or by the sale of a specific Lot by the Developer not subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

SECTION 8. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each

assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by any Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. Effect of Non-Payment of Assessment of Liens: The Personal Obligation of the Owner: The Lien: Remedies of Association: If the Assessments or Liens are not paid on the date when due (being the dates specified or time period specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereof, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the assessment or lien is not paid within thirty (30) days after it is due, it will then be considered delinquent. The delinquency thereafter will be charged at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment and cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

SECTION 10. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall, if the assessments are paid current, be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Properties subject to assessment.

Any lien for unpaid assessments shall not be subordinate to any mortgage placed upon any Lot at a time when payment of the assessment is delinquent.

SECTION 11. Curing Of Default: Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, any officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing the filing or recording of such release.

SECTION 12. Cumulative Remedies: The assessment lien shall be in addition to all remedies provided in this Declaration or remedies otherwise provided or permitted by law, the

remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

SECTION 13. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties as defined in Article I, Section 1 hereto; (c) all properties exempted from taxation by the laws of the State of Illinois upon the terms and to the extent of such legal exemption; (d) all lots owned by the Developer.

SECTION 14. Management of Common Properties: The Association shall manage all Common Properties, in accordance with these restrictions.

ARTICLE VIII

SECTION 1. Authority of Developer: Until the time herein fixed for transfer of rights and obligations, the Developer or any person, corporation, partnership or legal entity so designated by the Developer by recorded instrument shall exercise all powers and duties granted to the Board of Directors or the Association by these restrictions.

SECTION 2. Number, Term and Election of Directors: The Association shall be governed by a Board consisting of three (3) Directors from among the membership. Following the conclusion of the terms of the initial Board of Directors appointed by the Developer, there shall be three (3) Directors elected by the membership from among the members of the Association. Each Director shall serve a term of three (3) years. Directors shall be elected by the membership at an annual meeting of the membership to be held at a date during the last quarter of each calendar year. Provided that it is available, the annual meeting will be held in the community center located in the Subdivision. Otherwise the meeting will be held at a convenient location determined by the Board of Directors. The Directors will serve without compensation, but may be reimbursed for actual expenses incurred by them in connection with their services as Directors. There shall be no limit on the number of terms a Director may serve. One tenth (1/10th) of the membership of the Association shall constitute a quorum for purposes of conducting business at the annual meeting or any other meeting of the membership. Notice of the annual or any other meeting of the membership shall be given in writing not less than five (5) nor more than sixty (60) days prior to the date of the meeting. In the event of a vacancy in the office of any Director, the remaining Directors shall appoint a replacement to serve until the next annual meeting of the membership when a replacement shall be elected by the membership to complete the term of vacant position.

SECTION 3. Officers: The officers of the Association shall be elected by the Board of Directors from among the Directors and shall consist of a President, a Secretary, and a Treasurer who shall serve terms of one (1) year. Officers may be elected for successive terms to the same office. Officers shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their duties as officers. The officers shall perform the usual and customary duties of their respective offices. The President shall preside at meetings of the Board

of Directors and of the membership. The Secretary shall maintain and have custody of the records of the Association and shall prepare minutes of the meetings of the Board of Directors and the membership. The Treasurer shall have custody of the funds of the Association, subject to the direction of the Board of Directors, and shall maintain the financial records of the Association.

SECTION 4. Bylaws and Governance: The Board of Directors shall have the authority to adopt bylaws for the Association which shall conform to this Declaration of Covenants and Restrictions and the provisions of law applicable to the Association as a homeowners' association organized as a not for profit corporation.

ARTICLE IX

Community Recreation Areas

SECTION 1. Use of the Community Recreation Areas: All areas shown on the plat as "Community Recreation Area", including, but not limited to, the lake, the barn, the surrounding ground, and any other property hereinafter made subject to these restrictions designated as "Community Recreation Areas", shall be held, enjoyed and used as follows:

(a) Title to the same shall remain in the Developer until the Transfer Date when the Developer will transfer title to the Association which shall then assume full responsibility for the Community Recreation Areas;

(b) The lake shall not be used for swimming or boating. Fishing and ice skating may be permitted subject to regulations established by developer.

(c) The Board of Directors shall control access to and use of the barn which is part of the Community Recreation Area and shall issue keys to the building as it determines from time to time in connection with the use of the building by owners.

(d) The barn may only be used by members and their guests.

(e) An owner wishing to use the barn shall make prior arrangements to reserve same for the desired date and hours.

(f) Each use of the barn shall be registered in the name of at least one owner, who shall be known as the "registered owner" for that event.

(g) At least one adult owner shall be present at all times that the barn is being used.

(h) The registered owner shall be responsible for leaving the barn in clean condition after use thereof.

(i) The registered owner shall be responsible for any damage to the barn caused by his negligence and same may be collected in the same manner as an assessment under these restrictions.

(j) As activities may be conducted at the barn or on the Community Recreational Area which result in noise being emitted, no outdoor activity will be permitted after midnight on Fridays and Saturdays and after 10 p.m. on other days.

(k) The owners of any lots on properties hereinafter made subject to these restrictions shall, upon becoming owners, have equal rights to use and enjoy the Community Recreational Areas, subject to the limitations imposed by these restrictions.

SECTION 2. Management of the Community Recreational Areas:

(a) The Association shall take all reasonably necessary steps to assure that the Community Recreational Area is managed and used as herein provided.

(b) The association may make assessments for the cost of operating, maintaining and managing the Community Recreational Area, including the costs of casualty and liability insurance.

(c) The Association shall obtain and maintain casualty and liability insurance in said amounts as are reasonably necessary to protect the Association, Developer, and the Owners.

(d) The Association shall make assessments in an amount sufficient to maintain a reasonable capital reserve, to provide a fund for anticipated capital outlays, so as to keep annual assessments as nearly level as possible.

ARTICLE X

Architectural Control

SECTION 1. No building, fence, wall, other structure, constructions or reconstructions of any kind shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer until such time as the Board of Directors of the Association is in existence and by the Board of Directors thereafter. In the event that approval or disapproval of such design and location shall not have been given in writing within thirty (30) days of the date the request for approval is submitted to the approving authority, the request shall be deemed to have been approved. Throughout this Declaration, references to "Architectural Control" shall refer to the provisions of this Article X and shall require the prior written approval of the Developer or the Board of Directors, as the case may be.

ARTICLE XI

General Provisions

SECTION 1. 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 the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. The foregoing notwithstanding, the covenants and restrictions of this Declaration of Covenants and Restrictions shall remain in effect for not less than fifty (50) years from the Transfer Date.

SECTION 2. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

SECTION 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter. The provisions of Article VII, Section 9, apply to the enforcement of Articles III, IV and XI.

SECTION 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 5. Amendments: The covenant and restrictions of this Declaration may be amended by an instrument signed by the Association pursuant to a Resolution passed and approving said amendment by seventy-five percent (75%) of the record owners of the fee simple title of the lots of record at the time the amendment is proposed. Any amendment must be recorded with the Recorder of Deeds of Madison County, Illinois. The Developer shall have the authority to add to, delete from or change this Declaration of Covenants and Restrictions in whole or in part until the transfer date. The foregoing notwithstanding, the covenants and restrictions of this Declaration of Covenants and Restrictions shall not be amended in any manner contrary to the following:

1. Developer shall always have one vote for each lot owned by the Developer in the subdivision, including any additions thereto.
2. Developer will not be required to pay an Association assessment on lots owned by Developer in the subdivision, including any additions thereto, except with respect

to the lot owned and occupied by Developer as his personal residence within the subdivision.

3. Developer shall have a perpetual unrestricted easement over, across, upon, and under any of the Common Properties for access to the pond for the purpose of installing, locating, using, and maintaining a sprinkler line and shall be entitled to the use of water from the pond.
4. Any structure now or hereafter located or constructed on Developer's residential lot commonly known as 2400 Banks Drive shall be deemed without further approval to meet the requirements of the covenants and restrictions of this Declaration.
5. The Association shall be responsible for the care, upkeep, and repair of the Common Properties in good condition and working order, including, but not limited to, the barn and the lake or pond, and no action shall be taken to demolish the barn or to fill or otherwise eliminate the lake or pond without the express consent of the Developer so long as the Developer owns any lot within the subdivision.
6. Any residence constructed in Phase II of Hopp Hollow Estates shall contain not less than 2,500 square feet of livable space in addition to a full basement and garage and the exterior of each such residence shall have not less than 75% masonry exterior surface.

SECTION 6. Violations and Penalties: Any homeowner that is found in violation of any term or condition of this Declaration, will have thirty (30) days to cure the violation or violations after notifications in writing by the Board of Directors or Developer. If the violation is not remedied within that period, the homeowner will be charged an assessment of \$500.00 per month per violation. If payment is not received within 15 days of the end of one month period, the assessment will become a lien on said home and is subject to the same terms and conditions as in Article IV, Section 9.

SECTION 7. Notice of Claim of Lien. The Board of Directors or the Developer may file with the Recorder of Deeds a Notice of Claim of Lien against any lot for violation of these Covenants and Restrictions.