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**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK**

This Instrument Was Prepared By and Mail To:

MAF Developments, Inc.
24118 Chicago Street, Suite 100
Plainfield, Illinois 60544
(815) 577-3800

412

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK**

This instrument is the Fourth Amendment to the Declarations of Covenants, Restrictions, Easements, Charges and Liens for Springbank (hereinafter "Declaration") recorded November 8, 2005, as Document No. R2005-196022, and as amended, in the Office of the Recorder of Deeds of Will County, Illinois made by MAF Developments, Inc., an Illinois corporation (hereinafter "Covenantor").

W I T N E S S E T H

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Springbank and legally described in Exhibit A of the Declaration and which legal description is incorporated herein by reference, (hereinafter "Springbank"); and

WHEREAS, the Covenantor has the reserved right to amend the Declaration in Article VIII, Section 2 of the Declaration; and

WHEREAS, the Covenantor has determined to add additional property to Springbank; and

WHEREAS, the Covenantor has determined to add By-Laws as an Exhibit to the Declaration.

NOW, THEREFORE, by the proper recordation of this instrument, the Declaration is hereby amended as follows:

1. Exhibit A of the Declaration shall be amended by adding the real property of Exhibit "B" attached hereto (hereinafter "Additional Property") as part of Springbank. The Additional Property shall be subject to the terms and provisions of the Declaration and shall be held, transferred, sold, conveyed and occupied subject to the Declaration. The legal description of Exhibit "A" of this Fourth Amendment to the Declarations of Covenants, Restrictions, Easements, Charges and Liens for Springbank shall for all intents and purposes now be the legal description of Exhibit A of the Declaration.
2. The attached By-Laws of Springbank Homeowners Association shall be added to the Declaration as a new Exhibit D to the Declaration.

In all other respects, the terms and provisions of the Declaration shall remain in full force and effect.

2

IN WITNESS WHEREOF, the undersigned has executed this instrument this
_____ day of _____, 2011.

By: MAF DEVELOPMENTS, INC., an Illinois Corporation

By: *F. C. Uller*
Its: GR. VICE PRESIDENT.

ATTEST:
By: *Brian J. Poloz*
Its: Secretary

EXHIBIT "A"**SPRINGBANK OF PLAINFIELD - UNIT 1 DESCRIPTION:**

LOTS 1 THROUGH 215 AND PARCELS (OUTLOTS) 3, 4, 5 AND 19 IN SPRINGBANK OF PLAINFIELD-UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 20 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005-174863, IN WILL COUNTY, ILLINOIS.

PIN 03-20-100-002; 03-20-300-003; 03-20-300-005; 03-20-300-006; 03-29-100-004 and 03-29-100-005

COMMONLY KNOWN AS VACANT LAND SOUTH OF OLD DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.

SPRINGBANK OF PLAINFIELD - UNIT 2 DESCRIPTION:

LOTS 216 THROUGH 349 AND PARCELS (OUTLOTS) 6, 7, 11, 12, 13, 14, 15, 16, 17, AND 18 IN SPRINGBANK OF PLAINFIELD-UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005-174864, IN WILL COUNTY, ILLINOIS.

PIN 03-20-100-002; 03-20-200-022 AND 03-20-200-024

COMMONLY KNOWN AS VACANT LAND SOUTHWEST OF RENWICK ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS

SPRINGBANK OF PLAINFIELD - UNIT 3 DESCRIPTION

LOTS 350 THROUGH 596 AND PARCELS (OUTLOTS) 21 AND 22 IN SPRINGBANK OF PLAINFIELD-UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2006 AS DOCUMENT R2006-067497 IN WILL COUNTY, ILLINOIS.

PIN 03-20-300-007; 03-20-300-008; 03-29-100-002; 03-29-100-005; 03-29-100-008 AND 03-29-300-001

COMMONLY KNOWN AS VACANT LAND WEST OF DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.

EXHIBIT "B"**ADDITIONAL PROPERTY LEGAL DESCRIPTION:**

PARCEL (OUTLOT) 32 IN SPRINGBANK OF PLAINFIELD-UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2006 AS DOCUMENT R2006-067497 IN WILL COUNTY, ILLINOIS.

PTN: 03-29-102-001

COMMONLY KNOWN AS VACANT LAND WEST OF DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.

EXHIBIT D TO THE DECLARATION**BY-LAWS OF SPRINGBANK HOMEOWNERS ASSOCIATION****ARTICLE I**
PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Common Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II
OFFICES

2.01 Registered Office. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.02 Principal Office. The principal office of the Association shall be initially maintained in Plainfield, Illinois.

ARTICLE III
MEMBERS

3.01 Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subjected by covenants of record, to assessments by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Covenantor from membership while it or its successors in interest, if any, owns one or more Lots. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02 Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.01, provided that the Covenantor shall not be a Class A Member until the date that the Association is turned over to the Class A Members. Class A Members shall be entitled to one vote for each Lot in which they

1

6

hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Lot, all such persons shall be Members. 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 Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot.

Class B. The Class B Member shall be the Covenantor. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 3.01; provided that the Class B membership shall cease and be converted to Class A membership on the date that the Association is turned over to the Class A Members.

3.03 Meetings.

(a) Quorum: Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty-five percent (25%) of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member may waive notice of a meeting in writing, or consent to any action of the Association without a meeting.

(b) Initial and Annual Meeting. The initial meeting of the Members to elect a Board shall be held at such time as may be designated upon ten (10) days written notice given by the Covenantor. Thereafter, there shall be an annual meeting of the Members each succeeding year. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day succeeding such date which is not a legal holiday.

(c) Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purposes. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty-five (25%) percent of the total votes entitled to be cast by Class A Members as provided in Section 3.02 above, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.04 Notices of Meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the address of the lot with respect to which such voting right appertains, if no address has been given to the Board. The notices required herein shall state the specific purpose and the nature of the business for which the meeting is called. At any meeting, no business may be transacted other than that specified in the notice.

2

7

3.05 Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV BOARD OF DIRECTORS

4.01 Board of Directors. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of seven (7) persons who shall be elected in the manner hereinafter provided. The Members having at least sixty-six (66%) percent of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than three (3). Each member of the Board, with the exception of the Board members initially appointed by the Covenantor (or its designee) shall be one of the Owners (including the Covenantor); provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director, officer, employee, agent or representative of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his lot and vacates the lot prior to the consummation of that transaction, such member shall no longer be eligible to serve on the Board and his term of office shall be deemed terminated.

4.02 Determination of Board to be Binding. All matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners subject, however, to the jurisdiction of any applicable court of law.

4.03 Election of Board Members. At the initial meeting of the Members and at all subsequent annual meetings of the Members there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Member shall be entitled to vote on a non-cumulative basis. The candidate(s) receiving the highest number of votes shall be deemed to be elected. The initial Board of Directors designated by the Covenantor pursuant to Section 4.01 hereof shall serve for a period commencing on the date the Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Members held as provided in Section 3.03(b) hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Three (3) Board Members shall be elected at the initial meeting for a term of one (1) year and four (4) Members shall be elected at the initial meeting for a term of two (2) years. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure, the Covenantor or its designees may appoint a Board which shall have the same

3

8

powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Members is held.

4.04 Compensation. Members of the Board shall receive no compensation for their services. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.07 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining members of the Board or by the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

4.06 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.07 Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.08 Meeting of Board. The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Members and at the same place. All subsequent annual meetings of the Board shall be held immediately after, and at the same place, or other place, as the annual meetings of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty eight (48) hours notice in writing to each Board member, delivered personally or by mail or telegram. Any Board member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.09 Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written

4

9

resolution to the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

ARTICLE V POWERS OF THE BOARD

5.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association;
- (c) subject to Section 5.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Association;
- (d) to formulate policies for the administration, management and operation of the Association;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the property under the control of the Association, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the property under the control of the Association, all as are provided for in the Declaration, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property under the control of the Association and other areas as provided for in the Declaration, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Lots, in the manner as provided by the Declaration, their respective shares of such estimated expenses, as hereinafter provided; and
- (i) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Owners by the Articles of Incorporation, the Declaration or these By-Laws.

5.02 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the property under the control of the Association (other than for purposes of replacing or restoring portions of the

5

property under the control of the Association, subject to all the provisions of the Declaration) or to those portions of any Structure for which the Association is responsible pursuant to the Declaration, having a total cost in excess of Fifty Thousand Dollars (\$50,000.00), without in each case the prior approval of the Owners holding two-thirds (2/3) of the total votes.

5.03 Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04 Rules and Regulations: Management

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(c) No Business for Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

5.05 Liability of the Board of Directors. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VI
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

All Owners shall maintain, occupy and use their lots and the property under the control of

6

11

the Association only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VII
INTERIM PROCEDURE

Until the initial meeting of the Members, the Covenantor (or its designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE VIII
AMENDMENTS

These By-Laws may be amended or modified from time to time by an instrument signed by those Members (Class A and Class B) then entitled to cast fifty-one percent (51%) of the total votes of the Association. Such amendments shall be recorded in the Office of the Recorder of Will County, Illinois.

ARTICLE IX
DEFINITION OF TERMS

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein.

7

b