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COUNTY RECORDER

Schmiedeskamp, Robertson

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LEXINGTON SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner of eighty percent (80%) or more of all of the Lots hereinafter described, to-wit:

Lots One (1) through Nine (9) and Lots Thirty-two (32) through Forty-one (41) inclusive of Lexington Subdivision, being a Subdivision of a part of the Northeast Quarter of Section Five (5), in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois (collectively, the "Real Estate" or "Lots", and each individual parcel a "Lot"),

does hereby further amend the Declaration of Covenants, Conditions, Easements and Restrictions for Lexington Subdivision dated December 13, 1994 and recorded in Book 94 of Miscellaneous Records at page 623 in the Adams County Recorder of Deeds' office, as amended by the Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lexington Subdivision dated March 20, 1995 and recorded in Book 91 of Miscellaneous Records at page 760 in the Adams County Recorder of Deeds' office (as so amended, the "Declaration"). This Second Amendment shall run with the land and shall be binding upon the Owners of the Real Estate and shall be binding upon each and every person, firm and corporation claiming by, through or under them, as if this Second Amendment were part of the original Declaration. All capitalized words and phrases having a defined meaning when used in the Declaration shall have the same meaning when used herein.

The Declaration is hereby changed, modified and amended by deleting Part E therefrom in its entirety and inserting in lieu thereof the following:

"The Lexington Group.

E-1. General Matters. There has been or may be created, under the laws of the State of Illinois, a not-for-profit association to be known as the "Lexington Group". Whether or not the Lexington Group is incorporated, every person who acquires and holds title (legal or equitable) to any residential Lot in the Subdivision shall be a member of the Lexington Group (a "Member"), except

that only one (1) of any number of co-Owners of a Lot shall be a Member; all other co-Owners will be Associate Members. The foregoing provisions requiring the Owners of residential Lots within the Subdivision to be Members of the Lexington Group is not intended to apply to those persons who hold an interest in such Real Estate merely as security for the performance of an obligation to pay money, e.g. mortgagees and land contract vendors. However, if such person should realize upon such person's security and become the Owner of a residential Lot within the Subdivision, the person will then be subject to all of the requirements and limitations imposed in these Restrictions on Owners of Lots within the Subdivision and on Members of the Lexington Group, including, but not limited to, those provisions with respect to the payment of an annual Charge.

E-2. The Lexington Group's Purposes. The general purposes of the Lexington Group are:

(a) (1) To maintain the Lots and the easement area of each Lot as shown on the Plat, including landscaping the same, mowing the grass and trimming shrubs, trees and hedges thereon; (2) to remove snow and ice from driveways and walkways; (3) to cut down and remove from the Lots diseased and dead trees and shrubs; (4) and to perform other improvements to the Lots and to provide other services to the Members within and about the Subdivision for the general benefits of the Members.

(b) To maintain the Water Retention Areas in the manner prescribed in Section C-6(b) of this Declaration.

(c) To provide for the maintenance, repair and replacement of entrance signs, boulevards and other amenities within or about the Subdivision for the general benefits of the Members.

(d) To provide a means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of the Subdivision and to provide a means to provide and pay for all amenities for the benefit of the Members.

E-3. Membership Classes. The Lexington Group shall have memberships of two (2) classes. They are:

(a) General Memberships. General Memberships shall be held by all Lot Owners within the Subdivision who do not select "Limited Memberships". General Members are primarily designed for Lot Owners who wish to avail themselves of all of the services offered by the Lexington Group in fulfilling all

of the purposes for which the Lexington Group has been formed, as outlined in Section E-2.

(b) Limited Memberships. Limited Memberships shall be held by all Lot Owners who, in the manner prescribed herein, have elected Limited Memberships. Limited Members shall have all of the same rights and obligations as General Members as established by these Declarations; provided, however, that the Lexington Group shall only furnish and provide to Limited Members those services furthering the purposes for which the Lexington Group was formed as set forth in subparagraphs E-2(b), (c) and (d).

In addition to membership classes, each class shall have Associate Members in accordance with the Articles of Incorporation or Bylaws of the Lexington Group.

E-4. Manner of Electing Membership Class.

(a) General Rule. Each Lot Owner within the Subdivision shall hold a General Membership in the Lexington Group unless and until he elects, in the manner hereinafter provided, to hold a Limited Membership.

(b) Changing Membership Classes. If a Lot Owner within the Subdivision wishes to elect a Limited Membership, the Lot Owner may do so by giving written notice to the Declarant or to the President of the Lexington Group at any time from January 1 through September 30 of a given year, in which event such election shall be effective commencing January 1 of the following year. Such election to hold a Limited Membership, once made, shall continue to be effective unless and until such time as the Lot Owner elects, in the same manner above provided, to change his Limited Membership to a General Membership. No further election is needed once a Lot Owner has changed his membership status in order to continue in that membership. A Member may, following the foregoing procedures, convert from a General Membership to a Limited Membership and vice-versa, at his sole discretion, as many times as he wishes; provided such election is timely made in the manner set forth above. No change in membership classification shall become effective other than a change made in strict conformity with this paragraph. All such elections, if properly made, shall take effect as of January 1 of the year. No change in membership status shall take effect in mid year. A Lot Owner shall pay the annual Charges of the membership class applicable to such Lot Owner from January 1 and throughout that calendar year. For example, if a Lot Owner who has a General Membership elects on September 1 of a given year to have a Limited Membership, said Lot Owner shall be classified as a Limited Membership and shall be charged accordingly for such membership as and from January 1 of the following year.

E-5. The Lexington Group's Authority to Levy and Collect Charges and Impose Liens.

(a) The Lexington Group shall have all of the powers set forth herein or in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual Charge or special Charge (herein "Charge" or "Charges") against the Members of the Lexington Group. In each membership class, the annual Charges shall be uniform. Special Charges shall relate only to individual Lots. The Charges shall be used only for services, items or matters benefitting the membership class. It is recognized that general services shall apply to the entire Subdivision. The Charges are imposed irrespective of whether a Dwelling has been constructed on the Lot.


No charge shall be levied against the Lexington Group itself, or any corporation that may be created to acquire title to and provide services to the Subdivision. Further, no Charges shall be assessed against the Declarant as to any undeveloped and unsold lots, but Declarant may voluntarily pay annual Charges. The annual Charge for all Members shall be Sixty Dollars (\$60.00) which shall be used for general services, items or matters used in particular to carry out the Lexington Group's purposes as set forth in Section E-2(b), (c) and (d). In addition, General Memberships shall have a further annual Charge of Four Hundred and Twenty Dollars (\$420.00), for a total of Four Hundred and Eighty Dollars (\$480.00) for each such membership. Lot Owners holding Limited Memberships shall be billed and assessed not less often than semi-annually. Lot Owners who hold General Memberships shall be billed and assessed not less often than monthly. The annual Charge for all memberships shall be approved by the board of directors of the Lexington Group in accordance with the Bylaws of the Lexington Group consistent with these restrictions. The annual Charge applicable to all memberships may exceed the minimum established above. However, any increase in the additional annual Charge applicable to General Memberships must also be approved by a majority of the Members in that class. The rights of Members of the Lexington Group as such Members shall be as set forth in the Bylaws of the Lexington Group.

(b) Every such Charge levied or assessed by the Lexington Group shall be paid by the Members in accordance with the bylaws commencing with the year 1994. The board of directors of the Lexington Group shall fix the amount of the annual Charge per Member by the first day of December of each year, or as soon thereafter as practicable, and written notice of the Charge so fixed shall be sent to each Member, so changed, within twenty-one (21) days after being established. The Lexington Group shall provide for the manner and method by which such annual Charge shall be paid by the Members.

(c) If any Charge levied or assessed against any Lot subject to these Restrictions shall not be paid when due, it shall then, ipso facto, become a lien upon the Lot or Lots owned by the person owing such Charge or Charges, and shall remain a lien against said Lot or Lots until paid in full, together with interest as is herein provided, or other Charges or costs which might become due as a result of non-payment, as is hereinafter provided. Such Charges as are provided for in these Restrictions shall bear interest at the judgment interest rate established by the State of Illinois until paid in full. If, in the opinion of the board of directors of the Lexington Group, such Charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Lexington Group, institute such proceedings, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said Charge in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the Charge shall, in addition to the amount of the Charge at the time such action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Lexington Group in collecting the same. Every person who shall become the Owner of any Lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or Charges which may be extant upon said Lot or Lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Lexington Group all Charges that the Lexington Group shall make pursuant to these Restrictions.

(d) The Lexington Group shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Lexington Group certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable Charge may be made by the board of directors of the Lexington Group for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

E-6. Suspension of Membership Privileges. Notwithstanding any other provision contained herein, the board of directors of the Lexington Group shall have the right to suspend the voting rights (if any) of any Member: (a) for any period during which any Charge due from such Member remains unpaid; (b) during the period of any continued violation of the Restrictions for the Subdivision, after the existence of the violation shall have been declared by the board of directors of the Lexington Group; and (c) because of any violation of the bylaws or regulations, if any, of the Lexington Group."



Except for the modifications hereinabove provided, the Declaration shall continue in full force and effect, and the restrictions imposed hereby on the Owners of Lots in Lexington Subdivision shall continue in full force and effect, except as amended. No other amendments shall be binding unless the same is in writing and duly approved by eighty percent (80%) of the then Owners of the Real Estate.