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Shawn R. Holmes
DEKALB COUNTY RECORDER

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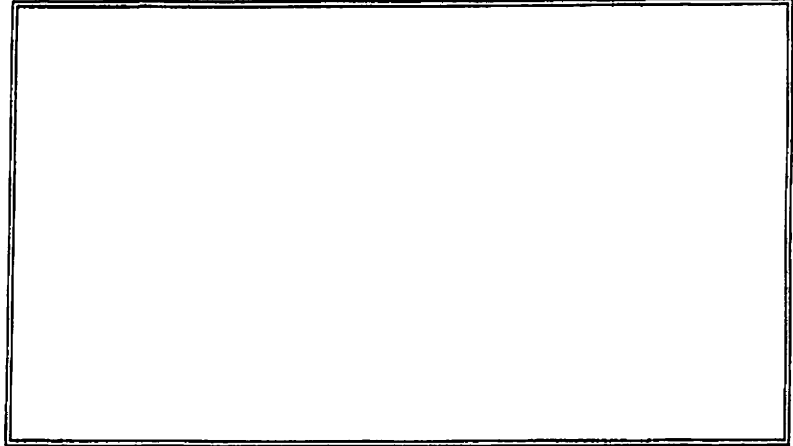
DECLARATION OF RESTRICTIVE COVENANTS
FOR PRAIRIE SPRINGS SUBDIVISION

2005007319

DECLARATION

PREPARED BY and RETURN TO:

Boyle, Cordes, Witheft & Brown, LLC
301 East Lincoln Highway
DeKalb, Illinois 60115



**DECLARATION OF RESTRICTIVE COVENANTS
FOR PRAIRIE SPRINGS SUBDIVISION**

**VILLAGE OF MALTA
DEKALB COUNTY, ILLINOIS**

THIS DECLARATION, made this 29TH day of MARCH, 2005, by **EAGLE HOMES-
PRAIRIE SPRINGS, LLC**, an Illinois limited liability company, hereinafter called "Declarant."

WITNESSETH:

Whereas, Declarant is the owner of the real property described on **Exhibit A** attached hereto, and;

Whereas, Declarant is desirous of subjecting said real property to the covenants, conditions, restrictions, and reservations hereinafter set forth, each and all of which is and are for the benefit of said property, and each Owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described on **Exhibit A** attached hereto is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and reservations hereinafter set forth.

ARTICLE I

Property Subject To This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Malta, DeKalb County, Illinois and is more particularly described on **Exhibit A** attached hereto.

This property is commonly known as **PRAIRIE SPRINGS SUBDIVISION**.

The following covenants are established for all Lots now or hereafter created within Prairie Springs Subdivision. These covenants are to run with the land and shall be binding on all Lot owners and all persons claiming under them.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE II

General Purpose Of This Declaration

The real property described on **Exhibit A** attached hereto is subject to this Declaration to insure the tasteful and consistent development of Prairie Springs Subdivision, and every part hereof; to protect each property owner therein from such improper use of surrounding Lots as may depreciate the value of their property; to insure adequate and reasonable development of said property; to encourage and to provide adequate free space between structures; to fully inform purchasers of Lots within the Subdivision of the agricultural nature and characteristics of the area surrounding the Subdivision; and in general to provide adequately for a Subdivision of the highest quality and character.

ARTICLE III

Definitions

ASSOCIATION: Prairie Springs of Malta Homeowners' Association, Inc., an Illinois not-for-profit corporation.

DECLARANT: Eagle Homes–Prairie Springs, LLC, its successors and assigns.

DOUBLE FRONT LOT: A Lot that has frontage on two different dedicated streets.

DWELLING: A building located on a Lot and intended for the shelter and housing of a single family.

GARAGE: An enclosed storage area of a dwelling with doors, designed or used for storage of motor vehicles.

LOT: A parcel of land, the location and dimensions of which are established by the Subdivision Plat of the Subdivision and intended for occupancy by one Dwelling.

LOT LINE, FRONT: That boundary line of a Lot which is along a dedicated street line, as shown on the recorded Subdivision Plat. On corner Lots and double fronted Lots, Declarant must approve the Lot owner's selection of the intended front yard designation.

LOT LINE, REAR: That boundary of a Lot which is most distant from the front Lot line.

LOT LINE, SIDE: Any boundary line of a Lot which is not a front or rear Lot line.

OWNER: The record owner, whether one or more natural persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Declarant is an owner to the extent Declarant owns Lots.

SINGLE FAMILY: One or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not so related, maintaining a common household in a Dwelling.

SUBDIVISION: Prairie Springs Subdivision, legally described on **Exhibit A** attached hereto.

ARTICLE IV

General Restrictions

1. Surrounding Area.

Each Lot Owner, by accepting a deed to his, her, or their Lot or Lots agrees, understands, and acknowledges: (i) the Subdivision is located in an agricultural area; (ii) the farming owners and their tenants of the farm lands adjacent or nearby the Subdivision periodically use and spread animal manure, fertilizer, and other agricultural products and substances on their farm lands; and (iii) said agricultural products and substances, and the farming activities engaged in on property adjacent or nearby the Subdivision, emit odors which will be noticeable by the occupants of all Lots within the Subdivision.

2. Fences.

Only decorative wood or decorative metal fences shall be allowed within the Subdivision. "Cyclone" or similar fences are strictly prohibited anywhere within the Subdivision. Fences on Lots contiguous to Subdivision parks or open spaces shall be limited to four (4) feet in height and may only be located along the Rear Lot Line and that portion of a Side Lot Line running from the rear of the Dwelling on the Lot to the Rear Lot Line of the Lot.

3. Mail Boxes.

All mail boxes within the Subdivision: (i) shall be of a uniform type and style; (ii) shall be located exclusively on one side of each street in the Subdivision; (iii) shall be ganged or placed in pairs; and (iv) shall be maintained in good condition and repair by the Association.

4. Front and Entry Common Area.

The Association shall maintain the landscaping and fencing along the front and entry to the Subdivision in a clean, well-maintained, and sightly condition, including, without limitation, all necessary fence repairing and replacement, mowing, snow and ice removal, and removal of debris.

5. **Vehicle Restrictions.**

No commercial vehicles, recreational vehicles, trailers of any kind, trailers with equipment in or on them, or trailers with recreational vehicles in or on them, shall be allowed to park overnight, or be stored anywhere within the Subdivision, except exclusively within the Garage of a Dwelling.

ARTICLE V

The Association

1. The Declarant shall form the Association prior to the sale of the first Lot to any Owner other than Declarant, which Association shall perform the duties assigned to it by this Declaration and, as appropriate, enforce the terms and provisions of this Declaration.
2. The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at such intervals as the Articles of Incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the Articles of Incorporation or By-Laws and (ii) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Declarant. Except for directors of the Board appointed by the Declarant, all directors shall be Members of the Association. The Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board, and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

3. The Declarant shall, through the Board appointed by it in accordance with **Section 2** of this Article, exercise control over all Association matters, until the first to occur of the following: (a) the date which is twenty (20) years from the date of this Declaration; (b) the date of the sale and conveyance of legal title to all of the Lots to Owners other than Declarant, or (c) the date Declarant elects voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by recording in the Office of the Recorder of Deeds of DeKalb County, Illinois an instrument setting forth Declarant's intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date."
4. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it owns one or more Lots.

- (b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.
5. The Association, through the Board, shall have the power and duty to perform the functions assigned to it by this Declaration and enforce the terms and provisions of this Declaration, where appropriate.
6. The Board and the officers of the Association shall not be liable to the Owners or any other person for any mistake of judgement or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud.
7. (a) Until the Turnover Date, the Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board.
- (b) Declarant shall be entitled at all times to conduct sales of Lots from the Subdivision and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, and all other portions of the Subdivision, excluding sold Lots, for such purposes, until all Lots are sold. Declarant may, at all times, utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Subdivision.

ARTICLE VI

Assessments

1. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them.
2. The assessments levied by the Association shall be used exclusively for performing the functions assigned to it by this Declaration and enforcing the terms and provisions of this Declaration.
3. Each year on or before November 1, the Board will estimate the total amount required during the ensuing calendar year (January 1-December 31) for performance of its assigned functions and enforcement of the terms of this Declaration, together with a reasonable amount necessary to fund the Contingency Reserve, and shall, on or before December 1, notify each Owner in writing of such estimate ("Estimated Cash Requirement"). The Estimated Cash Requirement shall be assessed equally among all of the Owners excluding the Declarant. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board the annual assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Board shall

furnish to all Owners an accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during each year, and showing the net amount over or short of the actual expenditures, plus reserves.

4. (a) The Board shall build up and maintain a reserve for unforeseen expenditures (the "Contingency Reserve"). Expenditures which may become necessary during the year shall be charged first against the Contingency Reserve.
 - (b) If the Contingency Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners, excluding the Declarant. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable thirty (30) days after the delivery or mailing of any such notice of assessment.
 - (c) Declarant shall collect, from each initial purchaser of a Lot at the closing of the sale of any such Lot, the sum of Two Hundred Dollars (\$200.00) which amount shall be deposited one-half (½) to the Contingency Reserve and one-half (½) to the General Fund. On the Turnover Date, the Declarant shall transfer all funds in the Contingency Reserve account to the Association, and the balance remaining in the General Fund to the Association. The Association shall hold and apply such funds for the purposes set forth in this Declaration.
5. When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs. The initial Estimated Cash Requirement shall be assessed equally among the Owners, excluding the Declarant.
 6. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.
 7. The Board shall keep books of account of the receipts and expenditures pertaining to the Subdivision. Such records shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a mortgage on a Lot, at such reasonable time or times during normal business hours when requested by an Owner or by the mortgagee. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.
 8. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not expended for such purposes shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

9. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired.
10. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on one or more of the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VII

General Provisions

1. The terms and provisions of this Declaration shall run with the land and bind Declarant, each Lot Owner, and all parties claiming by, through, and under them. Declarant and each owner or owners of any Lot in the Subdivision, from time to time, shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the terms and provisions of this Declaration, in addition to the right to bring a legal action for damages. In no event shall the failure of Declarant to enforce any of the terms and provisions of this Declaration as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.
2. Before the Turnover Date, the Declarant, and on or after the Turnover Date, a majority of the Owners of the Lots in the Subdivision, may revoke, modify, amend or supplement, in whole or in part, any or all of the terms and provisions contained in this Declaration, but only with the prior written consent of the Village of Malta.
3. The terms and provisions of this Declaration shall be binding upon all parties and all persons who may now own or who may later become the owner or owners of any Lots and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time this Declaration shall automatically extend for successive periods of twenty (20) years each; unless prior to the commencement of any twenty (20) year period an instrument in writing and in recordable form signed by the Village of Malta and the owners of a majority of the Lots affected (one vote per Lot), is recorded with the DeKalb County Recorder of Deeds, which changes, alters, or rescinds this Declaration, in whole or in part. Upon and after the recording of said instrument, the

same shall be binding upon all parties then owning Lots in the Subdivision, and shall run with the land and bind all persons claiming by, through, or under any one or more of them.

4. All terms and provisions herein set forth shall be subject and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Subdivision Lots and this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any Lot is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold such Lot so purchased or acquired subject to all the terms and provisions of this Declaration.
5. If a court of competent jurisdiction shall hold invalid or unenforceable any provision of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.
6. Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency, or any other public, quasi-public or private entity which perform functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration, or any Exhibit, supplement, or amendment hereto.

DECLARANT:

EAGLE HOMES-PRAIRIE SPRINGS, LLC

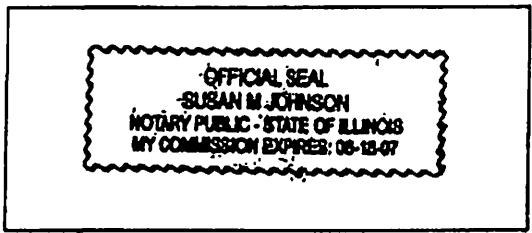
By: 

Kenneth J. Wisniewski, Sr., Manager of
Managing Committee

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS.

I, the undersigned, a Notary Public in DEKALB County, and the State of Illinois, DO HEREBY CERTIFY that Kenneth J. Wisniewski, Sr., as Manager of the Managing Committee of EAGLE HOMES-PRAIRIE SPRINGS, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of MARCH, 2005.



Susan M. Johnson
Notary Public

EXHIBIT A

Parcel 1:

That part of the South Half of Section 22, Township 40 North, Range 3 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 22; thence South 89 degrees 57 minutes 15 seconds East along the South line of the Southeast Quarter of said Section 22, a distance of 1323.09 feet to the East line of the West Half of the Southeast Quarter of said Section 22; thence North 00 degrees 04 minutes 18 seconds East along said East line, a distance of 2115.96 feet; thence North 89 degrees 57 minutes 15 seconds West parallel with the South line of the Southeast Quarter of said Section 22, a distance of 1801.17 feet to a line drawn southerly parallel with the East line of the West Half of said Section 22 from a point on the Southerly line of the Union Pacific Railroad Right of Way (formerly the Chicago and Northwestern Transportation Company Right of Way), said point being 848.96 feet Easterly of, as measured along said Southerly Right of Way line, the West line of the East Half of the Northwest Quarter of said Section 22; thence South 00 degrees 02 minutes 21 seconds East parallel with the East line of the West Half of said Section 22, a distance of 793.43 feet to the North line of the Southeast Quarter of the Southwest Quarter of said Section 22; thence North 89 degrees 58 minutes 55 seconds East along said North line, a distance of 473.98 feet to the West line of the East Half of said Section 22; thence South 00 degrees 02 minutes 21 seconds East along said West line, a distance of 1323.06 feet, to the place of beginning, in Malta Township, DeKalb County, Illinois.

Parcel 2:

Lot 2 in Block 1 in Sprague's Addition to the Village of Malta, situated in the County of DeKalb and State of Illinois.

Parcel 3:

Part of the East Half of Section 22 and part of the Northwest Quarter of Section 23 also being part of Tracts 2, 3, 4 and 5 of a certified survey plat dated on the 7th day of June, 1986 all in Township 40 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Beginning at a pinched pipe at the Southeast corner of the Northeast Quarter of said Section 22; thence South 90 degrees 00 minutes 00 seconds West along the South line of the Northeast Quarter of said Section 22, a distance of 1328.30 feet (1328.27 feet platted) to the Northeast corner of the West Half of the Southeast Quarter of said Section 22; thence South 00 degrees 01 minutes 45 seconds East along the East line of the West Half of said Southeast Quarter, a distance of 121.71 feet; thence North 88 degrees 42 minutes 12 seconds West, a distance of 279.08 feet; thence South 01 degrees 46 minutes 21 seconds West, a distance of 28.14 feet; thence North 88 degrees 50 minutes 59 seconds West, a distance of 106.89 feet; thence North 00 degrees 11 minutes 04 seconds East, a distance of 79.40 feet; thence North 49 degrees 45 minutes 20 seconds East, a distance of 63.83 feet; thence North 01 degrees 21 minutes 51 seconds West, a distance of 109.76 feet; thence North 88 degrees 12 minutes 24 seconds East, a distance of 100.60 feet; thence North 01 degrees 07 minutes 56 seconds East, a distance of 32.46 feet; thence North 85 degrees 08 minutes 08 seconds East, a distance of 239.25

feet to the East line of the West Half of the Northeast Quarter of said Section 22; thence South 00 degrees 17 minutes 46 seconds East along said East line, a distance of 111.88 feet; thence South 90 degrees 00 minutes 00 seconds East parallel with the South line of the Northeast Quarter of said Section 22, a distance of 1328.21 feet to the East line of said Section 22; thence North 00 degrees 26 minutes 55 seconds West along said East line, a distance of 4.40 feet; thence North 89 degrees 58 minutes 12 seconds East parallel with the South line of the Northwest Quarter of said Section 23, a distance of 210.00 feet; thence South 00 degrees 26 minutes 56 seconds East, a distance of 33.00 feet; thence South 89 degrees 58 minutes 12 seconds West parallel with the South line of the Northwest Quarter of said Section 23, a distance of 210.00 feet to the East line of said Section 22; thence South 00 degrees 26 minutes 55 seconds East along said East line, a distance of 4.40 feet to the point of beginning, situated in DeKalb County, Illinois.

Parcel 4:

That part of Section 22, and that part of the Northwest Quarter of Section 23, all in Township 40 North, Range 3 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of said Section 22 with the Southerly right of way line of the Chicago & Northwestern Transportation Company; thence Westerly along said Southerly right of way line 2653.24 feet to the East line of the West Half of said Section 22; thence continuing Westerly along said Southerly right of way line 474.0 feet to a point 848.98 feet Easterly of, as measured along said Southerly right of way line, the West line of the East Half of the Northwest Quarter of said Section 22; thence Southerly parallel with the East line of the West Half of said Section 1253.39 feet to a point a distance of 793.43 feet North of the North line of the Southeast Quarter of the Southwest Quarter of said Section 22; thence East parallel with the South line of said Quarter Section a distance of 1801.15 feet to the East line of the West Half of the Southeast Quarter of said Section 22; thence Northerly along said East line 528.85 feet to the North line of the Southeast Quarter of said Section 22; thence Easterly along said North line 1328.27 feet to the East line of said Section 22; thence Northerly along said East line 4.4 feet to the South line of Lot 4 of Haish's Subdivision as recorded in Book "B" of Plats, page 126; thence Easterly along the South line of said Lot 4, 210.0 feet to the East line of said Lot 4; thence Northerly along said East line 600.97 feet to a line 66.5 feet Southerly of as measured at right angles therefrom and parallel with the Southerly right of way line of the Chicago & Northwestern Transportation Company; thence Easterly along said parallel line 184.96 feet; thence Northerly at right angle to the last described course 66.5 feet to said Southerly right of way line; thence Westerly along said right of way line 396.46 feet to the point of beginning; EXCEPTING THEREFROM THE FOLLOWING: Part of the East Half of Section 22 and part of the Northwest Quarter of Section 23 also being part of Tracts 2, 3, 4 and 5 of a certified survey plat dated on the 7th day of June, 1986 all in Township 40 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Beginning at a pinched pipe at the Southeast corner of the Northeast Quarter of said Section 22; thence South 90 degrees 00 minutes 00 seconds West along the South line of the Northeast Quarter of said Section 22, a distance of 1328.30 feet (1328.27 feet platted) to the Northeast corner of the West Half of the Southeast Quarter of said Section 22; thence South 00 degrees 01 minutes 45 seconds East along the East line of the West Half of said Southeast Quarter, a distance of 121.71 feet; thence North 88 degrees 42 minutes 12 seconds West, a distance of 279.08 feet; thence South 01 degrees 48 minutes 21 seconds West, a distance of 28.14 feet; thence North 88 degrees 50 minutes 59 seconds West, a distance of 106.89 feet;

thence North 00 degrees 11 minutes 04 seconds East, a distance of 79.40 feet; thence North 49 degrees 45 minutes 20 seconds East, a distance of 63.83 feet; thence North 01 degrees 21 minutes 51 seconds West, a distance of 109.76 feet; thence North 55 degrees 12 minutes 24 seconds East, a distance of 100.80 feet; thence North 01 degrees 07 minutes 56 seconds East, a distance of 32.46 feet; thence North 85 degrees 08 minutes 02 seconds East, a distance of 239.23 feet to the East line of the West Half of the Northeast Quarter of said Section 22; thence South 00 degrees 17 minutes 46 seconds East along said East line, a distance of 111.88 feet; thence South 90 degrees 00 minutes 00 seconds East parallel with the South line of the Northeast Quarter of said Section 22, a distance of 1328.21 feet to the East line of said Section 22; thence North 00 degrees 26 minutes 55 seconds West along said East line, a distance of 4.40 feet; thence North 89 degrees 56 minutes 12 seconds East parallel with the South line of the Northwest Quarter of said Section 23, a distance of 210.00 feet; thence South 00 degrees 26 minutes 55 seconds East, a distance of 33.00 feet; thence South 89 degrees 58 minutes 12 seconds West parallel with the South line of the Northwest Quarter of said Section 23, a distance of 210.0 feet to the East line of said Section; thence South 00 degrees 26 minutes 55 seconds East along said line, a distance of 4.40 feet to the point of beginning, all situated in Malta Township, DeKalb County, Illinois.

Parcel 5:

Prairie Springs Subdivision, being a subdivision of part of Section 22, Township 40 North, Range 3 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 2005 as Document No. 2005005530 in Plat Cabinet 9, at slide 144-D, in DeKalb County, Illinois.

2005007319