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and after recording return to:*

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DECLARATION FOR PRAIRIE SPRINGS *[Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision]*

**This document is being re-recorded to correct the consent page for the Village of Malta
in Document No. 2024008615.**

[Document Follows]



2024008615

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

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TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
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Suite 250
Schaumburg, Illinois 60173-5431

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DECLARATION FOR PRAIRIE SPRINGS
*[Amended and Restated Declaration of
Restrictive Covenants for Prairie Springs Subdivision]*

TABLE OF CONTENTS

ARTICLE ONE Definitions 6

1.01 ASSOCIATION 6

1.02 BUILDER..... 6

1.03 BUILDER'S DEVELOPMENT PLAN 6

1.04 CHARGES 6

1.05 COMMON AREA..... 6

1.06 COMMON ASSESSMENT 6

1.07 COMMON EXPENSES 7

1.08 COUNTY 7

1.09 DECLARATION..... 7

1.10 DESIGNATED BUILDER..... 7

1.11 DEVELOPMENT AREA..... 7

1.12 ENTRANCE MAINTENANCE AREA..... 7

1.13 EXISTING LOT..... 7

1.14 EXISTING OWNER..... 7

1.15 FIRST MORTGAGEE 7

1.16 HOME 7

1.17 INVESTOR OWNER..... 8

1.18 LANDSCAPE EASEMENT 8

1.19 LOT 8

1.20 MANAGER(S)..... 8

1.21 MUNICIPALITY 8

1.22 OPERATING AGREEMENT..... 8

1.23 OWNER 8

1.24 PERSON..... 8

1.25 PLAT..... 8

1.26 PREMISES..... 8

1.27 RECORD..... 8

1.28 RESIDENT..... 8

1.29 TURNOVER DATE..... 9

1.30 VOTING MEMBER 9

ARTICLE TWO Scope of Declaration/Certain Easements..... 9

2.01 PROPERTY SUBJECT TO DECLARATION 9

2.02 CONVEYANCES SUBJECT TO DECLARATION 9

2.03 DURATION 9

2.04 LOT CONVEYANCE..... 9

2.05 ACCESS EASEMENT..... 9

2.06 RIGHT OF ENJOYMENT 10

2.07 DELEGATION OF USE..... 10

2.08 RULES AND REGULATIONS..... 10

2.09 UTILITY EASEMENTS..... 10

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS..... 10

2.11 ASSOCIATION'S ACCESS 10

2.12 NO DEDICATION TO PUBLIC USE..... 10

2.13 LEASE OF HOME..... 11

2.14 OWNERSHIP OF COMMON AREA..... 11

ARTICLE THREE Maintenance..... 11

3.01 IN GENERAL 11

3.02 MAINTENANCE BY ASSOCIATION..... 11

3.03 MAINTENANCE BY OWNERS 12

3.04 CERTAIN UTILITY COSTS..... 12

3.05 DAMAGE BY OWNER OR RESIDENT..... 12

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS 13

ARTICLE FOUR Insurance/Condemnation..... 13

4.01 ASSOCIATION INSURANCE..... 13

4.02 WAIVER OF SUBROGATION 14

4.03 CONDEMNATION 14

ARTICLE FIVE The Association 15

5.01 IN GENERAL 15

5.02 MEMBERSHIP 15

5.03 VOTING MEMBERS 15

5.04 MANAGERS..... 15

5.05 VOTING RIGHTS 15

5.06 MANAGER LIABILITY 16

5.07 MANAGING AGENT 16

5.08 REPRESENTATION 16

5.09 DISSOLUTION..... 16

5.10 LITIGATION..... 17

5.11 CONVERSION/MERGER..... 17

ARTICLE SIX Assessments 17

6.01 PURPOSE OF ASSESSMENT 17

6.02 COMMON ASSESSMENTS..... 17

6.03 PAYMENT OF ASSESSMENT 18

6.04 REVISED ASSESSMENT..... 19

6.05 SPECIAL ASSESSMENT 19

6.06 CAPITAL RESERVE 19

6.07 CLOSING CONTRIBUTION..... 20

6.08 PAYMENT OF ASSESSMENTS..... 20

ARTICLE SEVEN Collection of Charges and Remedies for Breach or Violation..... 20

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION 20

7.02 COLLECTION OF CHARGES	20
7.03 NON-PAYMENT OF CHARGES	20
7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES	21
7.05 SELF-HELP BY MANAGERS.....	21
7.06 OTHER REMEDIES OF THE MANAGERS.....	21
7.07 COSTS AND EXPENSES	21
7.08 ENFORCEMENT BY OWNERS	22
7.09 BACKUP SSA	22
ARTICLE EIGHT Use Restrictions	22
8.01 RESIDENTIAL USE.....	22
8.02 SIGNS	22
8.03 PETS.....	22
8.04 UNSIGHTLY USES	23
8.05 NUISANCE.....	23
8.06 PLANTS.....	23
8.07 PARKING	23
8.08 ANTENNAE/SATELLITE DISHES	23
8.09 OBSTRUCTIONS	23
8.10 HAZARDOUS ACTIONS OR MATERIALS	23
8.11 SOLAR ENERGY SYSTEM.....	23
8.12 SWIMMING POOLS.....	23
8.13 GARBAGE / RECYCLING / REFUSE	24
8.14 EXISTING IMPROVEMENTS	24
ARTICLE NINE Builder's Reserved Rights and Special Provisions Covering Development Period.....	24
9.01 IN GENERAL	24
9.02 PROMOTION OF PROJECT	24
9.03 CONSTRUCTION ON PREMISES.....	25
9.04 GRANT OF EASEMENTS AND DEDICATIONS	25
9.05 BUILDER CONTROL OF ASSOCIATION	25
9.06 OTHER RIGHTS	26
9.07 ASSIGNMENT BY BUILDER.....	26
9.08 MATTERS AFFECTING COMMON AREA	26
9.09 ARCHITECTURAL CONTROLS.....	26
ARTICLE TEN Amendments	26
10.01 SPECIAL AMENDMENTS.....	27
10.02 AMENDMENT	27
ARTICLE ELEVEN First Mortgagees Rights	27
11.01 NOTICE TO FIRST MORTGAGEES	27
11.02 CONSENT OF FIRST MORTGAGEES.....	28
11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS	29
ARTICLE TWELVE Annexing Additional Property	29
12.01 IN GENERAL	29
12.02 POWER TO AMEND	30
12.03 EFFECT OF SUPPLEMENTAL DECLARATION	30
12.04 ANNEXATION BY OWNERS	31
ARTICLE THIRTEEN Dispute Resolution	31
13.01 ALTERNATIVE PROCESURES FOR RESOLVING DISPUTES	31
13.02 OTHER DISPUTE RESOLUTIONS	33
13.03 AMENDMENT OF ARTICLE	34

ARTICLE FOURTEEN Miscellaneous 34

- 14.01 NOTICES 34
- 14.02 CAPTIONS 34
- 14.03 SEVERABILITY 34
- 14.04 PERPETUITIES AND OTHER INVALIDITY 34
- 14.05 TITLE HOLDING LAND TRUST 34
- 14.06 DESIGNATED BUILDERS 35
- 14.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES 36

DECLARATION FOR PRAIRIE SPRINGS
*[Amended and Restated Declaration of
Restrictive Covenants for Prairie Springs Subdivision]*

This Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision] ("Declaration") is made by the Owners of Lots who have executed "Consents" to the Recording of this Declaration ("Consenting Owners"), which Consents shall be held by the Association. CalAtlantic Group, LLC, a Delaware limited liability company, is executing this Declaration for the purpose of acknowledging its rights and obligations hereunder as the Builder.

R E C I T A L S

Eagle Homes-Prairie Springs, LLC, an Illinois limited liability company (the "Original Declarant") recorded that certain Declaration of Restrictive Covenants for Prairie Springs Subdivision in DeKalb County, Illinois on April 25, 2005, as Document 2005007319 (the "Original Declaration").

The Original Declaration provided for the establishment of a homeowners association to be established to administer the property subject to the Original Declaration, however, the Original Declarant did not establish the homeowners association and there is currently no formal administration or management of any portion of the property subject to the Original Declaration.

Section 2 of Article VI of the Original Declaration provides that 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 the Original Declaration, with the prior written consent of the Village of Malta.

The Consenting Owners represent seventy (70) Lots, representing fifty-one percent (51%) of the Owners. Thus, the Consenting Owners have the right and power to amend and restate the Original Declaration and desire to do so.

NOW, THEREFORE, the Original Declaration is hereby amended and restated to be and read, in its entirety, as follows:

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Prairie Springs (the "Development").

As of the Recording of this Declaration, the real estate which is legally described in Exhibit B hereto is subject to the provisions of this Declaration as the Premises. From time to time, additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require Builder to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made

subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises are designated as Lots and other portions may be designated as Common Area, from time to time, hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, Builder has formed (or will form) the Association under the Illinois Limited Liability Company Act. The Association shall have the responsibility for administering and maintaining the areas the Association is responsible for maintaining hereunder and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, Builder shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, and the right to come upon the Premises in connection with Builder's efforts to sell Homes and other rights granted in Article Nine.

ARTICLE ONE Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Prairie Springs Owners Association, LLC, an Illinois limited liability company, its successors and assigns.

1.02 BUILDER: CalAtlantic Group, LLC, a Delaware limited liability company, its successors and assigns.

1.03 BUILDER'S DEVELOPMENT PLAN: Builder's current plan for the Development which shall be maintained by Builder at its principal place of business and may be changed at any time, or from time to time, without notice.

1.04 CHARGES: The Common Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.05 COMMON AREA: Those portions of the Premises which are designated in Section II of Exhibit B as Common Area, if any, together with all improvements thereto located above and below the ground, if any.

1.06 COMMON ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMON EXPENSES: The expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Common Area; the expense of maintenance, repairs and replacements as required to be provided by the Association pursuant to Article Three; the cost of general and special real estate taxes, if any, levied or assessed against the Common Area owned by the Association, if any; premiums for insurance policies maintained by the Association hereunder; any other expenses which are designated as Common Expenses hereunder; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Common Expenses shall not include any payments made out of Capital Reserves.

1.08 COUNTY: DeKalb County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.09 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by Builder as a "Designated Builder" in a Special Amendment or Supplemental Declaration, as more fully provided herein.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.12 ENTRANCE MAINTENANCE AREA: The area depicted and designated as "Entrance Maintenance Area" in Exhibit D hereto.

1.13 EXISTING LOT: Each of the Lots legally described in Section III of Exhibit B hereto.

1.14 EXISTING OWNER: An Owner of an Existing Lot.

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.16 HOME: That portion of a Lot which is improved with a single family home.

1.17 INVESTOR OWNER: An Owner who is currently leasing, or intends to lease, the Owner's Home or Homes for investment purposes and delivers written notice thereof to the Association along with the legal description and/or address of the Home or Homes owned by the Investor Owner which the Owner leases or intends to lease. The Association shall maintain a list of Investor Owners and the Homes which are leased, or are permitted to be leased hereunder, by each Investor Owner (each an "Investor Home").

1.18 LANDSCAPE EASEMENT: The five foot (5') landscape easement established by Plat No. 1 of Prairie Springs Subdivision. Recorded as Document 2005005530 which affects a portion of each of Lots 1-5 through 1-13, inclusive, and Lots 4-1 through 4-8, inclusive.

1.19 LOT: A subdivided lot which is designated in Exhibit A as a "Lot".

1.20 MANAGER(S): Initially, Builder, as the sole Manager, or the Managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement, as the case may be.

1.21 MUNICIPALITY: The Village of Malta, or its successor, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.22 OPERATING AGREEMENT: The Operating Agreement of the Association attached hereto as Exhibit C.

1.23 OWNER: A Record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. Builder shall be deemed to be an Owner with respect to each Lot owned by Builder, as shown on Builder's Development Plan.

1.24 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.25 PLAT: A plat of subdivision Recorded with respect to all or a portion of the Premises.

1.26 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, as amended from time to time, with all improvements thereon and rights appurtenant thereto. Builder shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.27 RECORD: To record in the office of the Recorder of Deeds for the County.

1.28 RESIDENT: An individual who resides in a Home.

1.29 TURNOVER DATE: The date on which the right of Builder to manage the affairs of the Association is terminated under Section 9.05.

1.30 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: The Premises are subject to the provisions of this Declaration. Additional portions of the Development Area may be made subject to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate Builder to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto, from time to time.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created or established by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02 below.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by Builder to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot.

2.05 ACCESS EASEMENT: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across the Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality and any governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over the Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, and parking on the Common Area, and the right to store equipment on the Common Area, for the purpose of furnishing any maintenance, repairs or replacements to portions of the Premises, as required or permitted herein. The Association, its employees, agents and contractors shall have the right to come upon a Lot

for the purpose of furnishing any services required or permitted to be furnished by the Association hereunder, including, without limitation, pursuant to Section 3.02 below.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Managers.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area and the Owner's Lot to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utility companies (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Common Area to the Municipality, but only with the Municipality's approval. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be duly executed by the Managers and Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made on the Plat or permitted in Section 2.10, nothing contained in this Declaration

shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

2.13 LEASE OF HOME: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:

(a) No Home shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

(c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

The provisions of this Section 2.13 shall not apply to members of an Owner's family (i.e., parents, siblings, children or grandchildren). Any amendment to this Section 2.13, or any other amendment to this Declaration which would otherwise affect the right and/or ability of an Investor Owner to lease the Investor Owner's Home or Homes shall become effective only with the written consent of 100% of the Investor Owners.

2.14 OWNERSHIP OF COMMON AREA: The Common Area shall be conveyed to the Association free of mortgages. The Association shall accept all conveyances of the Common Area as contemplated by this Declaration.

ARTICLE THREE Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of Builder set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) Maintenance, repair and replacement of the Common Area, if any, shall be furnished by the Association, at the Association's sole cost, and shall include, without limitation, the following:

(i) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Common Area; and

(ii) maintenance, repair and replacement of all detention areas and other improvements located on the Common Area.

(b) The Association shall be responsible for the maintenance, repair and replacement of landscaping and fencing installed by the Original Declarant and/or Builder within the Landscape Easement, including, without limitation, any portion of the Landscape Easement located on a Lot.

(c) The Association shall be responsible for the maintenance, repair and replacement of entrance feature(s) and related landscaping and other improvements, if any, installed by the Original Declarant and/or Builder within the Entrance Maintenance Area, including, without limitation, any portion of the Entrance Maintenance Area located on a Lot.

(d) The cost of any maintenance, repairs and replacements furnished by the Association pursuant to this Section shall be Common Expenses.

3.03 MAINTENANCE BY OWNERS Except as otherwise specifically provided for in this Declaration each Owner shall be responsible for the maintenance, repair and replacement of the Owner's Lot and the Home and improvements thereon, including, without limitation the mailbox which serves the Home.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to a Lot rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Common Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Common Area and the amount thereof shall be Common Expenses hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 DAMAGE BY OWNER OR RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the property insured by the Association pursuant to Section 4.01 and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not

covered by insurance carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS :

(a) Subject to the provisions of Section 9.09, no alterations, additions or improvements shall be made to the Common Area without the prior written approval of the Managers and compliance with applicable Municipality ordinances. The Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05 below.

(b) Subject to the provisions of Section 9.09, with respect to any Lot which has been improved with a Home and conveyed to a bona fide purchaser for value, no addition, alteration or improvement shall be made to the Lot or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Managers, and compliance with applicable ordinances of the Municipality.

(c) The Manager may adopt, and from time to time modify, policies concerning alterations, additions and improvements to Lots and Homes.

(d) The Manager's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Managers must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Managers shall have the right and power to grant or deny requests as Managers believe are appropriate in Manager's sole discretion.

(e) If an addition, alteration or improvement which requires the consent of the Managers hereunder is made by an Owner without the prior written consent of the Managers, then the Managers may, in its or their discretion, take any of the following actions:

(i) Require the Owner to remove the addition, alteration or improvement and restore the area to its original condition, all at the Owner's expense;

(ii) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers; or

(iii) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its or their prior consent under this Section.

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Common Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Managers, Builder, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Area.

(c) The Managers may, in its or their discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the Managers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(d) The Managers shall have the authority to and shall obtain fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association, in such amounts as the Managers may deem desirable.

(e) The premiums for any insurance obtained under this Section shall be Common Expenses.

4.02 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Builder, the managing agent, if any, and their respective employees and agents, for damage to the Homes, the Common Area, or to any personal property located in the Homes or the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Common under Sections 4.01(a) and (b) and by each Owner under Section 4.02 shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, Builder, the managing agent, if any, and their respective employees and agents.

4.03 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Common Area Capital Reserve being held for such part of the Common Area, shall, in the discretion of the Managers, either (i) be applied to pay the Common Expenses, (ii) be distributed to the Owners and their respective First Mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common

Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by a majority of the Managers of the Association and Recorded.

ARTICLE FIVE
The Association

5.01 **IN GENERAL**: Builder has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Area and shall be responsible for the maintenance repair and replacement of the Common Area and other areas required to be maintained by the Association hereunder.

5.02 **MEMBERSHIP**: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two classes of membership. Builder shall be the "Class B Member". Each Owner other than Builder shall be a "Class A Member". Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 **VOTING MEMBERS**: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Lot is owned by one individual, that individual shall be the Voting Member. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Managers and if in the case of multiple individual Owners no designation is given, then the Managers at its or their election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 **MANAGERS**: Prior to the Turnover Date, the Managers shall be Builder, or one or more entities or persons designated by Builder from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 **VOTING RIGHTS**: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, Builder, and the Owners (other than Builder) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents and Builder, as the Class B Member, shall have three (3) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the

Operating Agreement) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and Builder, except as otherwise provided herein or in the Operating Agreement.

5.06 MANAGER LIABILITY: The Managers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless Builder and each of the Managers, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Managers on behalf of the Owners or the Association or arising out of their status as Managers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Manager may be involved by virtue of such person being or having been such a Manager; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 MANAGING AGENT: Builder (or an entity affiliated with Builder) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and Builder (or an entity controlled by Builder). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and Builder affecting the construction, use or enjoyment of the Common Area and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or actions to enforce the terms of any contract or agreement to which the Association is a party, or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 CONVERSION/MERGER: Prior to the Turnover Date, Builder, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation (“NFP Conversion”), as permitted under applicable laws of the State of Illinois, as amended from time to time (“IL Law”). In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Manager, as applicable, to make, consent to, and execute such documents as may be required under IL Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENT: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses. For purposes hereof, (a) a Lot owned by Builder shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the Municipality with respect to the Home constructed thereon, and (b) a model home owned or leased by Builder shall not be subject to assessment hereunder.

6.02 COMMON ASSESSMENTS:

(a) Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(i) The estimated Common Expenses;

(ii) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;

(iii) The estimated net available cash receipts from the operation and use of the Common Area, if any, and sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;

(iv) The amount of the "Common Assessment" payable by the Owners of Lots which is hereby defined as the amount determined in (i) above, plus the amount determined in (ii) above, minus the amount determined in (iii) above;

(v) That portion of the Common Assessment which shall be payable by the Owner of each Lot which is subject to assessment hereunder each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be equal to the Common Assessment, divided by the number of Lots, so that each Owner shall pay equal Common Assessments for each Lot owned.

(b) Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Managers prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Builder's Development Plan and (ii) all proposed Homes have been sold, are occupied and are subject to assessment. Prior to the Turnover Date, each Owner of a Lot (other than Builder) which is subject to assessment shall pay a Common Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed Homes, as shown on Builder's Development Plan, so that each Owner (other than Builder) will pay, with respect to each Lot which is subject to assessment and owned by the Owner, a monthly Common Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to Builder's Development Plan and all proposed Homes have been built, are occupied and are subject to assessment hereunder. Builder shall not be obligated to pay any Common Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Common Assessments billed to Owners (regardless of whether paid by Owners) and working capital contributions under Section 6.07 payable by Owners (other than Builder) less the portions thereof which are to be added to Reserves is less than the Common Expenses actually incurred with respect to such period, then Builder shall pay the difference to the Association. From time to time prior to the Turnover Date, Builder may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Builder to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by Builder to the Association pursuant to this Section, Builder shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by Builder to the Association pursuant to this Section, then the Association shall pay such excess to Builder.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and at such other times during such calendar year that periodic installments are due (if any), each Owner of a Lot which is subject to assessment shall pay to the

Association, or as the Managers may direct, that portion of the Common Assessment which is payable by each Owner of a Lot under Section 6.02(d). For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as a certificate of occupancy has been issued by the Municipality with respect to the Home constructed thereon.

6.04 REVISED ASSESSMENT: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots which are subject to assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Area and other property requirement to be maintained by the Association hereunder (the "Capital Reserve"). The Managers shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property required to be maintained by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and other property required to be maintained by the Association, and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Common Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Area and other property required to be maintained by the Association shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers appointed by Builder prior to the Turnover Date shall include reserve buildups which the Managers deem to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use

different approaches from those used by Managers appointed by Builder for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements in connection with the Common Area and other property required to be maintained by the Association. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers provide for in its budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Common Assessments, separate assessments or special assessments.

6.07 CLOSING CONTRIBUTION: Upon the closing of the sale of each Lot by Builder to a purchaser for value, and upon the closing of each subsequent sale of a Lot, the purchasing Owner shall make a contribution to the Association in an amount equal to the greater of (i) two hundred and fifty dollars (\$250.00) or (ii) three (3) monthly installments of the Common Assessment as allocable to the Lot as of the closing, which amount shall be held and used by the Association for its working capital needs (and not as an advance payment of the Common Assessment).

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and
Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the

maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within fifteen (15) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers, where such violation or breach may be cured or abated by affirmative action, then the Managers, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with exercise of its or their rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest

thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

7.09 BACKUP SSA: The Municipality may establish a Special Service Area to serve as what is commonly referred to as a "Backup Special Service Area", to give the Municipality the power to levy taxes to pay the cost of maintaining the areas required to be maintained by the Association hereunder, if the Association fails to do so and the Municipality chooses to furnish such services.

ARTICLE EIGHT Use Restrictions

8.01 RESIDENTIAL USE: Except as otherwise provided in Article Nine, each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations.

8.02 SIGNS: Subject to the provisions of Article Nine, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Common Area, except as permitted by the Managers or as permitted under Article Nine.

8.03 PETS: The Managers may from time to time adopt rules and regulations governing the (a) keeping of pets in a Home, which may include prohibiting certain species of pets from being kept in a Home and/or a limitation on the types and number of pets which may be kept in a Home, and (b) use of the Common Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Common Area as a "dog run" or which require an Owner to clean up after his pet. All dogs and cats must be on a leash when outside of the Home unless contained within a yard which is improved with a fence which is permitted pursuant to Sections 3.06 and 9.09 of this Declaration. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days

written notice from the Managers to the Owner of the Home containing such pet and the decision of the Managers shall be final.

8.04 UNSIGHTLY USES: The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

8.05 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.06 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.07 PARKING: No boats, trailers, commercial vehicles, work trucks, recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Premises (other than inside a garage) except as may be permitted pursuant to policies or rules and regulations adopted by the Managers. For purposes hereof, a commercial vehicle is a vehicle with commercial lettering on it, and a work truck is a truck which is not a Resident's primary personal use vehicle. Except for emergencies, no repair or body work to a vehicle shall be performed except within the confines of a garage.

8.08 ANTENNAE/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations, and the provisions of Sections 3.06 and 9.09 of this Declaration, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.

8.09 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written consent of the Managers.

8.10 HAZARDOUS ACTIONS OR MATERIALS: Nothing shall be done or kept on any Lot or in or on any portion of the Common Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Area.

8.11 SOLAR ENERGY SYSTEMS: Subject to the provisions of Sections 3.06 and 9.09, a Home may be improved with a solar energy system, provided that the solar energy system is in compliance with the Solar Energy System Policy adopted by the Managers, as may be amended by the Managers from time to time. The Solar System Policy shall be kept on file with the Association.

8.12 SWIMMING POOLS: Subject to the provisions of Sections 3.06 and 9.09, and all ordinances and other requirements of the Municipality, a Lot may be improved with (i) an above-

ground swimming pool which is not higher than three feet (3') above ground and provided that fencing and/or landscaping is installed to screen the pool from view from streets and neighboring homes, or (ii) an in-ground swimming pool.

8.13 GARBAGE / RECYCLING / REFUSE: Garbage and recycling containers must be stored within the garage at all times, except as specifically provided in this Section 8.13. Residents may place garbage and recycling containers, and all refuse intended for pick up and haul away, at the curb in front of the Home no earlier than 6:00 p.m. the evening before the day of scheduled pick up and all garbage and recycling containers, and any refuse not picked upon the day of scheduled pick up, must be removed from the curb and returned to the garage no later than 7:00 p.m. on the day of collection.

8.14 EXISTING IMPROVEMENTS: Anything herein to the contrary notwithstanding, to the extent an improvement exists on an Existing Owner's Lot as of the date of the Recording of this Declaration which (i) is not inconsistent with, or in violation of, applicable ordinances of the Municipality and/or any applicable statute or regulation, and (ii) is inconsistent with or violates the provisions of this Declaration and/or policies adopted by the Managers from time to time (each an "Existing Improvement"), such Existing Improvement shall be grandfathered and permitted hereunder until such time as the Existing Improvement is removed. However, if an Existing Improvement is deemed to be in disrepair by the Managers, in its or their reasonable discretion, the Managers shall deliver written notice thereof to the Owner (a "Removal Notice"), and the Owner shall remove the Existing Improvement, at the Owner's expense, within thirty (30) days of the date of the Removal Notice. In the event an Owner fails to timely remove an Existing Improvement after receipt of a Removal Notice, the Managers shall have the right and power to cause the Existing Improvement to be removed and the cost thereof shall be a Charge against the Owner's Lot.

ARTICLE NINE
Builder's Reserved Rights and
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to Builder under the provisions of this Declaration or the Operating Agreement, Builder shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of Builder in this Article shall terminate and be of no further force and effect five (5) years after Builder (or an affiliate of Builder or an entity controlled by or in common control with Builder) is no longer vested with or controls title to any portion of the Premises ("Builder Rights Period").

9.02 PROMOTION OF PROJECT: Builder shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as Builder may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Builder may deem advisable and to use such model homes (including model

homes which are sold and leased back to Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by Builder or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Builder, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge. Builder shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion, and it need not comply with the provisions of Section 2.15.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, Builder and its agents and contractors, shall have the right, at Builder's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Common Area which Builder deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, Builder, and its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Builder shall have the right to dedicate portions of the Common Area to the Municipality or, with the Municipality's approval, to any other governmental authority which has jurisdiction over such portions. Builder shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility company or private utility company for the installation and maintenance of cable TV, electrical and telephone conduit and lines, , gas, sewer, water lines and cable television, or any other utility services serving any Lot.

9.05 BUILDER CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Managers shall be Builder, or one or more entities or persons designated by Builder from time to time who need not be Owners or Voting Members. Initially Builder shall be the sole Manager. The rights and powers of Builder to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Builder (or an affiliate of Builder or an entity controlled by or in common control with Builder) no longer holds or controls title to any portion of the Premises, (ii) the giving of written notice by Builder to the Association of Builder's election to terminate such rights, (iii) twenty (20) years from the date of Recording hereof, or (iv) the date required under applicable statute or municipal ordinance. The date on which Builder's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in Builder and the Owners (other than Builder) shall have no voting rights.

9.06 OTHER RIGHTS: Builder shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Builder's opinion, are necessary or desirable in connection with the rights of Builder under this Declaration.

9.07 ASSIGNMENT BY BUILDER: Any and all rights which are specified in this Declaration to be rights of Builder hereunder are mortgageable, pledgeable, assignable or transferable, in whole or in part. Any successor to, or assignee of, the rights of Builder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Builder hereunder as fully as if named as such party herein. No such successor assignee of the rights of Builder hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMON AREA: During Builder Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit A hereto (each a "Common Area Lot") without the prior written consent of Builder. Any such lien or encumbrance placed or imposed on a Common Area Lot without Builder's consent shall be null and void. In order to reflect or conform to a change in Builder's Development Plan, any time prior to the end of Builder Rights Period, Builder shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01 to withdraw and remove any portion or portions of a Common Area Lot from the Common Area, and (ii) require the Association to convey such portion or portions of a Common Area Lot which are so withdrawn and removed from the Common Area to Builder or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by Builder pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as Builder (or an affiliate of Builder or an entity controlled by or in common control with Builder) no longer holds or controls title to any portion of the Premises, no additions, alterations or improvements shall be made to any Lot by an Owner without the prior written consent of Builder. If an addition, alteration or improvement which requires Builder approval hereunder is made to a portion of the Premises without the prior written consent of Builder, then Builder may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Builder's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how Builder must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and Builder reserves the right and power to grant or deny requests as Builder believes are appropriate in Builder's sole and absolute discretion. In addition, any alteration, addition or improvements made to a Lot or a Home must be in compliance with any applicable ordinances of the Municipality and, to the extent required by the Municipality, a building permit must be obtained prior to the commencement of any such alteration, addition or improvement.

ARTICLE TEN
Amendments

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Builder reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations and/or agreements with or requirements of the Municipality, (v) to amend Exhibit A to include additional real estate, (vi) to reflect a change in Builder's Development Plan, (vii) to designate a Designated Builder, and/or (viii) to incorporate changes required by an entity which will act as a land bank for Builder, if any; provided that such changes may not adversely impact the rights of any Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Builder to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Builder to make, execute and Record Special Amendments. The right and power of Builder to record a Special Amendment hereunder shall terminate five (5) years after such time as Builder (or an affiliate of Builder or an entity controlled by or in common control with Builder) no longer holds or controls title to a portion of the Premises.

10.02 AMENDMENT: Subject to Section 2.13 and Section 10.01, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least sixty-seven percent (67%) of the total votes or by an instrument consented to, in writing, by Owners of at least sixty-seven percent (67%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners, and (ii) until such time as the rights and powers of Builder under this Declaration terminate, this Declaration may only be amended with the written consent of Builder, and (iii) any amendment which affects the rights of the Municipality shall be effective only if the Municipality has given its prior written consent thereto. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN

First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Common Area or the Lot subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or the Lot subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Lot which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section

11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Common Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven or any other provision of this Declaration or by Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(2) The withdrawal of the Premises from the provisions of this Declaration;

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Common Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE Annexing Additional Property

12.01 IN GENERAL: Builder shall have the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration ("Builder's Annexation Period") to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Common Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Builder may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Builder shall have the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as Builder deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Builder which annexes and subjects Added Premises, Added Common Area, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) Builder shall have and enjoy with respect to the Added Premises all rights, powers and easements granted to Builder in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Common Assessment pursuant to Section 6.02 but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

12.04 ANNEXATION BY OWNERS: After the expiration of the Builder's Annexation Period, Owners representing sixty-seven percent (67%) of the Lots may annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a Supplemental Declaration, following the procedures set forth in this Article Twelve, in which case the provisions of this Article Twelve shall apply with respect to such addition Premises.

ARTICLE THIRTEEN
Dispute Resolution

13.01 ALTERNATIVE PROCEDURES FOR RESOLVING DISPUTES:

(a) In General. Builder and its managers, officers, directors employees and agents; the Association, its managers, officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each of such entities, a "party" hereunder) agree that it is their desire to efficiently and quickly resolve any disputes that arise, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. Accordingly, each party covenants and agrees to submit Disputes, if applicable, the dispute resolution provisions contained in the purchase agreement for the sale by Builder (as the seller) and purchase by an Owner (as the purchaser) of a Lot (the "Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement (if applicable), the provisions of the Purchase Agreement shall prevail.

(b) Disputes. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims: (i) arising out of or relating to the interpretation, application or enforcement of the provisions of this Declaration, the Operating Agreement and/or reasonable rules and regulations adopted by the Managers or the rights, obligations and duties of any party under the provisions of this Declaration, the Operating Agreement and reasonable rules and regulations adopted by the Managers, (ii) arising under, or related to, the Purchase Agreement, the Lot, the Development or any dealings between Builder and Owner, (iii) arising by virtue of any representations, promises or warranties alleged to have been made by Builder or Builder's representative, (iv) relating to personal injury or property damage alleged to have been sustained by an Owner, Owner's children or other occupants of the Lot or in the Development, or (v) relating to issues of formation, validity or enforceability of this Article.

(c) Mediation. If the parties are unable to agree to a mediator within thirty (30) days following receipt of a written notice of request for mediation from one party to another, the parties will utilize the American Arbitration Association ("AAA") for this role. The parties expressly agree that the mediator's charges shall be equally shared and that each party shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation.

(d) Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Dispute, would be barred by the applicable statute(s) of limitations, which statute(s) of limitations the parties expressly agree apply to any Disputes. The decision of the arbitrator(s) shall be final and binding on both parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(e) Costs. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) TIME FOR COMMENCEMENT: THE PARTIES AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF A PARTY'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

(g) No Preclusive Effect or Collateral Estoppel. To the fullest extent permitted by applicable law, the parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, the parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

(h) Enforceability. The waiver or invalidity of any portion of this Article shall not affect the validity or enforceability of the remaining portions of this Article. The parties further agree (1) that any Dispute involving Builder's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Builder may, at its sole election, include Builder's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(i) NO CLASS OR REPRESENTATIVE ACTIONS. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST ANOTHER PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS A PARTY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

(j) No Extension of Time. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(k) Acceptance. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to specially consent to arbitrate in accordance with this entire Article.

13.02 OTHER DISPUTE RESOLUTIONS: Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions contained in this Article, then the parties agree to the following provisions: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE DISPUTE ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY SUCH DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. A PARTY SHALL

CONTACT AN ATTORNEY OF THAT PARTY'S CHOICE IF SUCH PARTY DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THIS ARTICLE. For any Dispute that involves a claimed amount of less than \$10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Article.

13.03 AMENDMENT OF ARTICLE: Without the express prior written consent of Builder, this Article may not be amended for a period of twenty years from the date of the Recording of this Declaration.

ARTICLE FOURTEEN Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against

such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 DESIGNATED BUILDERS:

(a) Builder shall have the right and power to designate, in a Special Amendment, a "Designated Builder" and to grant to the Designated Builder some or all of the rights of Builder hereunder, including, without limitation, one or more of the following rights:

(i) The right to construct homes and to temporarily store construction equipment and materials on the Lots owned by the Designated Builder.

(ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Designated Builder or any its affiliates, without the payment of any fee or charge whatsoever to the Association.

(iii) The right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge.

(iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion.

(v) The right not to pay assessments under Section 6.02 hereof with respect to Lots owned by the Designated Builder during the period prior to the Turnover Date, subject to the obligation to share proportionately in the payments, if any, required to be made by Builder;

(vi) The right not to pay the initial capital contribution provided in Section 6.07 upon the closing of the sale of a Lot by Builder to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 shall be paid upon the closing of the Lot by the Designated Builder to a third party purchaser; and

(vii) The right to be treated as Builder under Section 14.07 hereof with respect to the waiver of implied warranty of habitability provided for therein.

(b) Any rights granted by Builder to a Designated Builder pursuant to this Section may be subject to such restrictions and limitations as Builder deems appropriate. Unless otherwise

limited by Builder, any rights granted by Builder to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Premises, regardless of whether the rights of Builder hereunder have terminated or expired.

14.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Builder agreed in the purchase contract that Builder has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall have the right to assert a claim against Builder for a breach of the Implied Warranty of Habitability or any other implied warranty.

[Signature page follows]

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

CONSENT

The Village of Malta, an Illinois municipal corporation, hereby consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

Dated as of 12-26, 2024.

VILLAGE OF MALTA, an Illinois municipal corporation



By: Robert Iverson
Village President

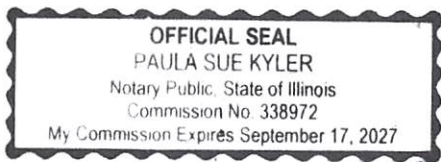
Attest: Mary Johansen
Village Clerk

Date: 12/26/24

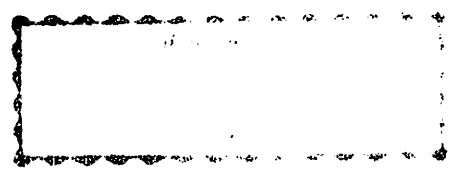
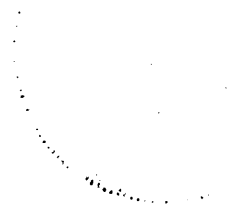
STATE OF ILLINOIS)
) SS
COUNTY OF DeKalb)

I, Paula Sue Kyler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Iverson, the Village President, and Mary Johansen, the Village Clerk, of the Village of Malta, an Illinois municipal corporation (the "Village") who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of December, 2024.



Paula Sue Kyler
Notary Public



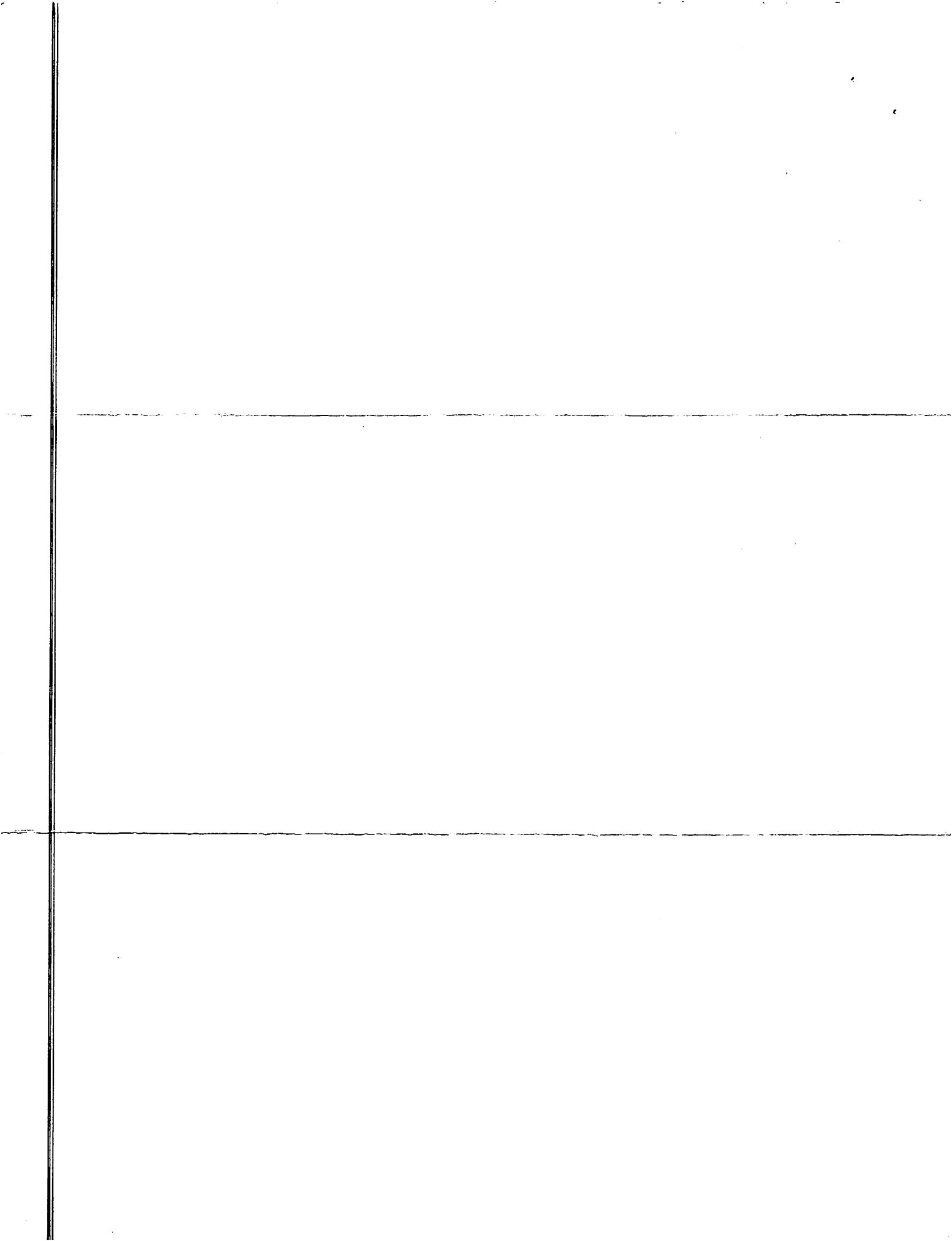
CONSENT

The undersigned, as Owner(s) of Lot(s) 1-8, 1-9, 1-10, 1-11, 1-12, 1-13, 2-1, 2-6, 2-9, 2-13, 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 6-7, 7-6, 8-4, 8-5, 8-6, 8-8, 8-9, 8-11, 8-13, 8-15, 8-16, 8-20, 8-21, 8-22, 8-23, 8-24, 8-26, 8-27, 8-28, 8-29, 8-30, 8-31, 8-32, 9-3, 9-4, 9-5, 9-6, 9-8, 9-10, 9-11, 9-15, 9-16, and 9-17 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/12, 2024

CONSENTING OWNER(S):


Printed Name: Peter J. Harkness



CONSENT

The undersigned, as Owner(s) of Lot(s) 6-5 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/11, 2024

CONSENTING OWNER(S):

Christie Manis
Christie Manis

Printed Name:

1022 Misty Landing Ct
Mable, IL 60150

CONSENT

The undersigned, as Owner(s) of Lot(s) 6-11 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/8, 2024

CONSENTING OWNER(S):

943 Parkbrook
Maitte, IL 60150

Printed Name:

Jake Munson
Jake Munson
JM Munson

JAKE MUNSON

CONSENT

The undersigned, as Owner(s) of Lot(s) 6-13 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: Nov. 8, 2024

939 Parkhurst
Maitland, FL
60150

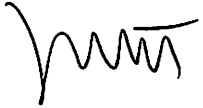

CONSENTING OWNER(S):

ARNOLD JUGOS

Printed Name:

Arnold Jugos
Clarissa Jugos

MA. CLARISSA
JUGOS



CLARISSA JUGOS


CONSENT

The undersigned, as Owner(s) of Lot(s) 8-1 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: Nov 8, 2024

CONSENTING OWNER(S):

Katie & Joe Gianone



Printed Name:

742 Waters Edge Blvd
Mareta IL 60150

CONSENT

The undersigned, as Owner(s) of Lot(s) 5-12 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11-5, 2024

CONSENTING OWNER(S):

1015 Misty Landing Ct
Maitland, FL 32751

Printed Name:

Rachel M. McNabb

Rachel McNabb

CONSENT

The undersigned, as Owner(s) of Lot(s) 5-9 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: Nov. 8, 2024

CONSENTING OWNER(S):

E. McNeal

Printed Name: Erin McNeal
1021 Misty Landing Ln
Mableton, GA 30150

CONSENT

The undersigned, as Owner(s) of Lot(s) 3-10 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/2/2024



815 Water - Stone Wy
MARTA IL 60150

CONSENTING OWNER(S):

CARISSA PRIM

Printed Name:

CONSENT

The undersigned, as Owner(s) of Lot(s) 6-3 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: Nov 2, 2024



CONSENTING OWNER(S):

BRUCE J. WALSK

Printed Name:

1018 MISTY LANDINGS CT.
MALTA IL. 60150

CONSENT

The undersigned, as Owner(s) of Lot(s) 9-14 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/8, 2024

CONSENTING OWNER(S):

Jason Diericks
Samantha Diericks

Printed Name:

Jason Diericks

Samantha Diericks

723 Prairie Pond
Circle
Maitland, IL
60150

CONSENT

The undersigned, as Owner(s) of Lot(s) 8-7 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/2, 2024

774 Waters Edge Blvd.
Malta, IL 60150

CONSENTING OWNER(S): *Alicia Holley*
Randy

Printed Name: Alicia Holley
Randy Holley

CONSENT

The undersigned, as Owner(s) of Lot(s) 8-25 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 11/08, 2024

CONSENTING OWNER(S):

J.P. McGuire

Printed Name:

J.P. McGuire

Any McGuire
[Signature]

*739 Prairie Row
Maitland, IL 60150*

CONSENT

The undersigned, as Owner(s) of Lot(s) 9-1 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: 8-11, 2024

CONSENTING OWNER(S):

Joel N Fox

Printed Name:

JOEL FOX

736 748

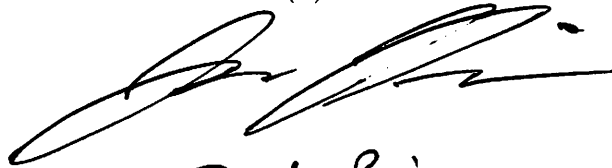
*Boone Pond
Prairie
Mettler, IL
60150*

CONSENT

The undersigned, as Owner(s) of Lot(s) 2-1a in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached, and acknowledges and agrees that this Consent will be delivered to and held by the Builder until such time as the Declaration is Recorded, at which time, all Consents will be delivered to the Association to be held in the files of the Association.

Dated: November 8th, 2024

CONSENTING OWNER(S):



Printed Name: Jacob Prince
919 Water Stone Way
Malta, IL 60150

**EXHIBIT A TO
DECLARATION FOR PRAIRIE SPRINGS**

The Development Area

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 22 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.

**EXHIBIT B TO
DECLARATION FOR PRAIRIE SPRINGS**

The Premises

I. Lots:

All Lots in Plat No. 1 of Prairie Springs Subdivision, being a subdivision of part of Section 22, Township 40 North, Range 3 East of the Third Principal Meridian, in DeKalb County, Illinois, according to the plat thereof recorded in DeKalb County, Illinois on March 29, 2005, as Document 2005005530 (the "Plat No. 1 of Prairie Springs Subdivision").

II. Common Area

None at this time.

III. Existing Lots:

Lots 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 2-2, 2-3, 2-4, 2-5, 2-7, 2-8, 2-10, 2-11, 2-12, 2-14, 3-9, 3-10, 3-11, 3-12, 4-7, 4-8, 4-9, 4-10, 4-11, 4-12, 5-1, 5-2, 5-3, 5-4, 5-5, 5-6, 5-7, 5-8, 5-9, 5-10, 5-11, 5-12, 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-15, 7-1, 7-2, 7-3, 7-4, 7-5, 7-7, 7-8, 7-9, 7-10, 8-1, 8-2, 8-3, 8-7, 8-10, 8-12, 8-17, 8-18, 8-19, 8-25, 9-1, 9-2, 9-7, 9-9, 9-12, 9-13, 9-14, and 9-18 in the Plat No. 1 of Prairie Springs Subdivision.

**EXHIBIT C TO
DECLARATION FOR PRAIRIE SPRINGS**

Operating Agreement

[See attached]

OPERATING AGREEMENT
OF
PRAIRIE SPRINGS OWNERS ASSOCIATION, LLC

This Operating Agreement is entered into as of _____, in Schaumburg, Illinois, between Prairie Springs Owners Association, LLC, an Illinois limited liability company (the "Association"), and CalAtlantic Group, LLC, a Delaware limited liability company, its sole Member (sometimes referred to herein as the "Builder").

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on _____; and

B. Builder desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
NAME OF ASSOCIATION

The full legal name of the Association is Prairie Springs Owner Association, LLC.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration for Prairie Springs ("Declaration") recorded with the Office of the Recorder of Deeds for DeKalb County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois Limited Liability Company Act (the "Act"), the Declaration and this Operating Agreement; provided, however, that, except as otherwise specifically provided in Section 5.10 of the Declaration, the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or member. Anything to the contrary notwithstanding, any proposed amendment to the provisions of this Section 2.02 shall be effective only upon (i) the affirmative vote of Voting Members representing 100% of the title votes of the Association, and (ii) until such time as Builder (or an affiliate of Builder or an entity controlled by or in common control with Builder) no longer holds

or controls title to any portion of the Premises, the prior written consent of Builder.

2.03 TAX STATUS. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association’s principal office shall be maintained on the Premises or at the office of the managing agent employed by the Association, if any.

ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. There shall be one membership per Lot. There shall be two (2) classes of membership. Builder shall be the “Class B Member”. Each Owner other than Builder shall be a “Class A Member”. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. A purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration. Notwithstanding the foregoing, prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, Builder, and the Owners (other than Builder) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents and Builder, as the Class B Member, shall have three (3) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in DeKalb County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting

Members representing at least twenty percent (20%) of the total votes shall constitute a quorum. However, in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum for any subsequent meeting called for the same purpose shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held; provided that quorum shall not be reduced to less than five percent (5%). 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 a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members (“First Meeting”) shall be held upon not less than twenty-one (21) days’ written notice given by Builder to the Members. If not called earlier by Builder, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members (“Annual Meeting”) on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Builder (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) 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.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by email to the address on file with the Association, or by using a “prescribed delivery method” (as defined in the Illinois Common Interest Community Association Act) to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent

permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V
BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of three (3) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 BUILDER AS MANAGER: Anything herein to the contrary notwithstanding, Builder shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, Builder shall deliver to the Board:

(a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by Builder.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace Builder as the sole Manager. The two (2) candidates receiving the greatest number of votes shall each serve a two-year term and the candidate receiving the next greatest number of votes shall serve a one-year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Managers to be elected times three (3). Cumulative voting shall not be permitted for Class A Members, but cumulative voting shall be permitted for the Class B Member.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager,

personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 WAIVER OF NOTICE: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 QUORUM: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present ("Board Action").

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Common Expenses;
- (f) To set, give notice of, and collect from the Members, Common Assessments and other assessments, as provided in the Declaration;
- (g) To pay the Common Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable policies and/or rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(l) To convey all or substantially all of the Association's assets to, merge with, or convert to, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, Builder may not be removed as Manager without Builder's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns or is removed may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities

and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board may, by Board Action, designate one or more committees, each of which shall consist of two or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

7.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRPERSON: Except as otherwise provided in Section 7.02, one member of each committee shall be appointed chairperson.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a

majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

9.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

(a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and

(b) The status and amount of any and all Capital Reserves.

9.04 ASSESSMENT PROCEDURE: Common Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE X TRANSFER OF MEMBERSHIP

10.01 MEMBERSHIP: The Owner of each Lot shall automatically be a Member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Lot within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Lot shall be invalid, null and void, and of no force and effect.

10.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 10.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XI BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

12.02 VALIDITY. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

12.03 JURISDICTION AND VENUE. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XIII
AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (a) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (b) no provision of this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

[Signature page follows]

The parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

Prairie Springs Owners Association, LLC, an
Illinois limited liability company

By: CalAtlantic Group, LLC, its sole Member

By: _____
Christopher Gillen, Vice President

MEMBER/BUILDER:

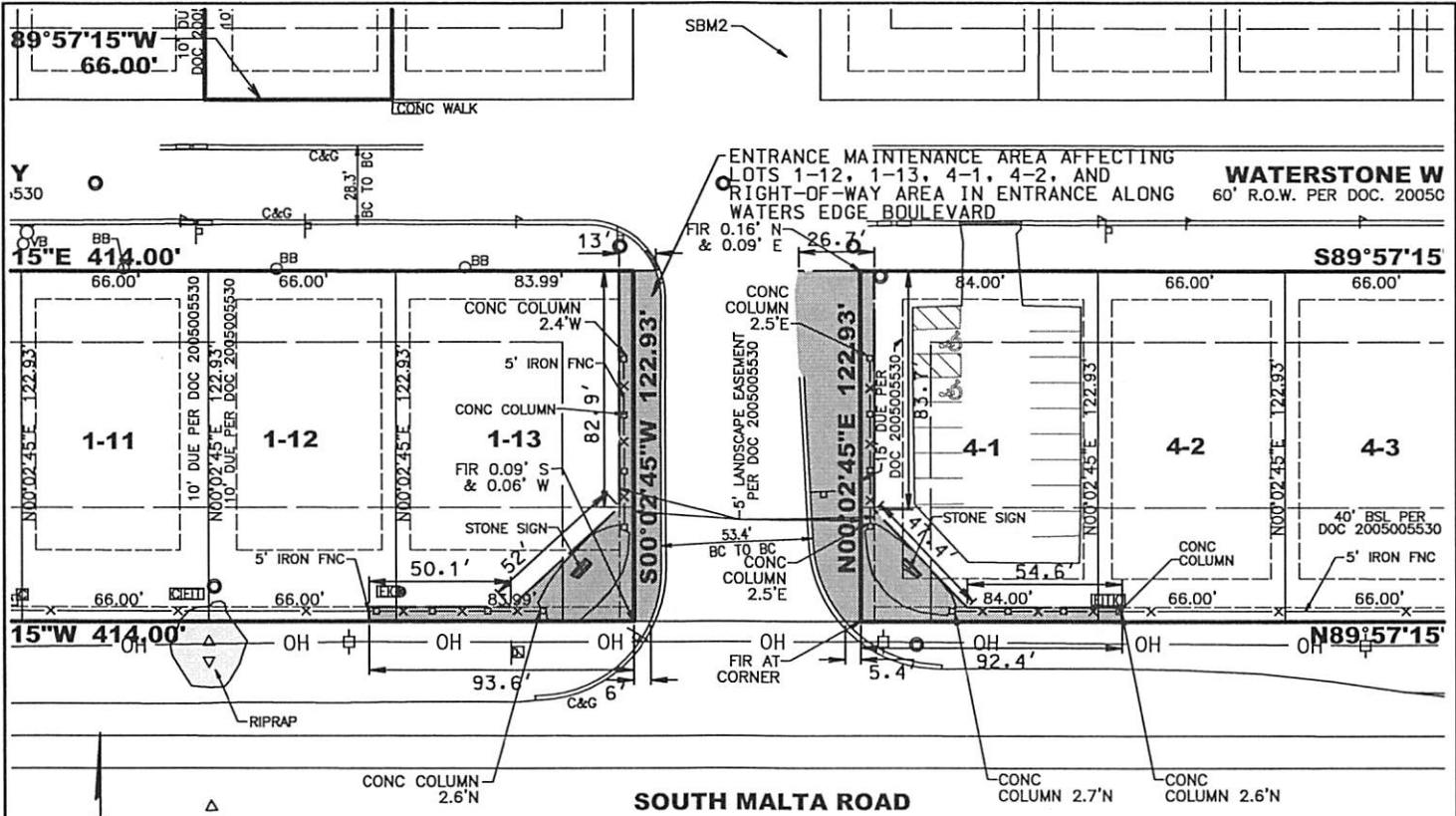
CalAtlantic Group, LLC

By: _____
Christopher Gillen, Vice President

EXHIBIT D TO
DECLARATION FOR PRAIRIE SPRINGS

Entrance Maintenance Area

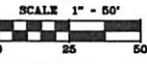
[See attached]



WATERSTONE W
60' R.O.W. PER DOC. 20050

LEGEND

ENTRANCE MAINTENANCE AREA



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)695-1400
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	JT
DRAWN	JT
APPROVED	MTL
DATE	10/28/2024
SCALE	1" = 60'

EXHIBIT D
PRAIRIE SPRINGS SUBDIVISION
MALTA, ILLINOIS

SHEET	
1	OF 1
PROJECT NUMBER:	4889
© MACKIE CONSULTANTS LLC, 2024	
ILLINOIS FIRM LICENSE 054-002054	

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