

MARY ANN STUKEL

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Will County Recorder
Will County

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**THE CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Declaration*")
is made as of this 27TH day of AUGUST, 2003, by CENTEX HOMES, a Nevada general
partnership, which has a mailing address of 2205 Point Boulevard, Elgin, Illinois 60123
("*Declarant*").

WHEREAS, Declarant is the owner of that certain real estate situated in the Village of
Plainfield, County of Will, State of Illinois legally described on the attached Exhibit A (the
"*Property*");

WHEREAS, Declarant has already constructed or is about to construct the Facilities (as
hereinafter defined) upon the Common Properties (as hereinafter defined);

WHEREAS, Declarant has subdivided, or intends to subdivide certain Lots (as
hereinafter defined), and proposes to have the Lots and the underlying land submitted to the
provisions of this Declaration and to offer the Lots and/or Dwellings (as hereinafter defined)
constructed on the Lots and underlying land therein for sale;

WHEREAS, all of the Facilities are intended to serve the residents of each of the
Dwellings and Lots as well as the residents of any additional buildings which may hereafter be
constructed on the Property;

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the
mutual benefit of all future owners or occupants of the Property or any part thereof, certain

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easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof;

WHEREAS, Declarant desires to reserve unto itself the right to add certain additional real estate which is contiguous to the Property to the plan of ownership established hereby; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the value of the Property and of the improvements and amenities constructed thereon to create an agency for the purpose of maintaining and administering the Facilities, and such additional facilities as may be constructed on the Property and which are classified, pursuant to the terms hereof, as Common Properties, and for the purpose of administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and the charges hereinafter created, and has therefore caused, or will cause, to be incorporated, under the laws of the State of Illinois, a not-for-profit corporation, the corporate title of which is The Crossings at Wolf Creek Master Operating Association, Inc., or similar name, for the purpose of performing those functions set forth above.

NOW THEREFORE, Declarant does hereby declare that the Property shall be transferred, held, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I RECITALS, EXHIBITS AND DEFINITIONS

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this Declaration as if fully recited herein.

Section 2. Incorporation of Exhibits. The Exhibits attached to this Declaration and listed below are by this reference made a part of this Declaration:

Exhibit A:	Property
Exhibit B:	By-Laws
Exhibit C:	Add-On Property

Section 3. Definitions. For the purpose of this Declaration, the following definitions shall control:

(a) Association. The Crossings at Wolf Creek Master Operating Association, Inc. (or similar name), an Illinois not-for-profit corporation, and its successors and assigns.

(b) Board. The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws thereof.

(c) By-Laws. The By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B and by reference incorporated herein as if fully set forth.

(d) Common Properties. The Facilities (to the extent same constitute a portion of the Property) and such other areas designated in any Supplementary Declaration created pursuant to the provisions of Article XII hereof.

(e) Declaration. This instrument, which may sometimes be referred to in other documents as The Crossings at Wolf Creek Master Operating Association, Inc., Declaration of Covenants, Conditions and Restrictions.

(f) Dwelling. A single residential housing unit constructed on the Property consisting of a group of rooms that are designated or intended for the exclusive use as living quarters.

(g) Facilities. (i) The Stormwater Detention Facilities, and (ii) all entry monuments, signage, markings or similar installations in, upon, over and under the Common Properties or other areas as may appear more fully on the Plat or as is otherwise determined necessary with respect to the foregoing by Declarant or the Association, as the case may be.

(h) First Mortgagee. The holder of a first priority Mortgage.

(i) Lot. Each subdivided lot as set forth on the Plat or so designated in any Supplementary Declaration created pursuant to the provisions of Article XII hereof.

(j) Mortgage. A mortgage or trust deed owned and held by a Mortgagee.

(k) Mortgagee. The holder of a bona fide mortgage, trust deed or equivalent security interest covering a Dwelling and/or a Lot. A person or entity shall not qualify as a Mortgagee hereunder if such person is related to an Owner or such entity, whether a corporation, trust partnership or other entity, has majority ownership or control by an Owner or a party related to an Owner. For purposes of determining who is a party related to an Owner, a related party shall include, without limitation, a member of the Owner's immediate family, including, a spouse, child, parent, brother, sister, half-brother or half-sister or any ancestor or lineal descendant.

(l) Owner. The person, persons or entities whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Lot and all family members, heirs, successors, assigns and/or contract purchasers of such Owner, but excluding

those who have an interest merely as security for the performance of an obligation. Unless expressly set forth herein to the contrary, the term Owner shall include Declarant to the extent of the number of Lots owned by Declarant.

(m) Plat. That certain plat of subdivision known as "Final P.U.D. and Subdivision Plat – The Crossings at Wolf Creek, Unit 1" dated October 3, 2002, prepared by Intech Consultants, Inc. and recorded in Will County, Illinois on April 25, 2003 as Document No. R2003094614, and that certain plat of subdivision known as "Final P.U.D. and Subdivision Plat – The Crossings at Wolf Creek, Unit 2" dated October 3, 2002, prepared by Intech Consultants, Inc. and recorded in Will County, Illinois on April 25, 2003 as Document No. R2003094615. To the extent all or any portion of the Add-On Property (as hereinafter defined) has been subjected to the terms of this Declaration, the term "**Plat**" shall be deemed to refer to any recorded plat of subdivision of all or any portion of the Add-On Property.

(n) Stormwater Detention Facilities. All on-site facilities, improvements, retention and detention areas, drainage swales and all areas necessary for the management of stormwater and the uninterrupted flow of water from the Property in, upon, over and under portions of the Common Properties (as designated on the Plat), including, without limitation, Lot 350, established pursuant to final engineering plans as approved by the Village or as is otherwise determined necessary with respect to the foregoing by Declarant or the Association, as the case may be.

(o) Townhome Association. The Crossings at Wolf Creek Townhome Association, Inc. (or similar name), an Illinois not-for-profit corporation, and its successors and assigns.

(p) Townhome Property Declaration. The Crossings at Wolf Creek Townhome Association, Inc., Declaration of Covenants, Conditions and Restrictions.

(q) Townhome Property. That portion of the Property subject to the terms and conditions of the Townhome Declaration.

(r) Village. The Village of Plainfield, State of Illinois, an Illinois municipal corporation, and its successors or assigns.

ARTICLE II SITE PLAN

Section 1. Site Plan. Declarant, in accordance and in compliance with Village requirements, has created a site plan for the development of the Property by the implementation of which modern master planning objectives may be realized for the common good and

enhancement of property values within the community. Each Owner shall be deemed to have acknowledged by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, that Declarant has substantial interest to be protected with regard to assuring compliance with and enforcement of, the covenants, conditions, restrictions and reservations contained in this Declaration and any amendments or supplements thereto.

Section 2. Limitations on Subdivision. Nothing in this Declaration shall limit, and no Owner or the Association (including the Board) shall do anything to interfere with the right of Declarant to subdivide or resubdivide any portion of the Property owned by Declarant, to complete excavation and grading and construction of improvements on the Property or on the Common Properties, to alter the foregoing or Declarant's construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any portion of the Property is owned by Declarant. Such right shall include, without limitation, grading of the Property, and erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business, construction of improvements and the sale, lease or other conveyance of Lots and/or Dwellings. This Declaration shall not limit the right of Declarant to establish on the Property additional licenses, easements, reservations and rights-of-way for itself, utility companies or other third parties, as may be reasonably necessary to the proper development and sale or transfer of all or portions of the Property; provided that Declarant's exercise of such rights does not adversely affect existing improvements located on any Lot, or adversely and materially impair the usability of the Lot by the owner of the Lot for its intended use as a single residential Lot. Declarant need not seek or obtain the approval of the Association for any improvement constructed or placed by Declarant on any portion of the Property owned by Declarant. All or any of the rights of Declarant in this section and elsewhere in this Declaration may be assigned by Declarant.

Section 3. Right to Landscape. Notwithstanding the provisions of Article V, Section 1 with respect to the obligation of the Association to maintain the Common Properties, Declarant reserves for the entire term of this Declaration the right, at Declarant's cost and expense, to landscape the Common Properties, subject to applicable governmental or quasi-governmental laws, statutes, ordinances, rules, regulations and requirements (collectively, "*Laws*").

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot that is a part of the Property shall, as a condition to holding fee simple title to any such Lot, be a member of the Association and shall remain as such so long as such individual or entity remains an Owner. Upon the termination of the interest of an Owner in such Lot, that individual's or entity's membership shall thereupon

automatically terminate as to such Lot, and shall transfer and inure to the Owner succeeding to the interest of such individual or entity. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners (except Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot owned; provided, however, Declarant shall be entitled to only (1) vote per Lot upon the earliest to occur of the following events:

- (1) in the event all of the Add-On Property has been subjected to the terms of this Declaration, when seventy-five percent (75%) of the Lots have been sold and conveyed by Declarant to purchasers ("*75% Date*");
- (2) in the event less than all of the Add-On Property has been subjected to the terms of this Declaration, five (5) years after the 75% Date, unless any portion of the Add-On Property is subjected to the terms of this Declaration after the 75% Date and prior to the expiration of the five (5) year period that, when including such portion of the Add-On Property, causes less than seventy-five percent (75%) of the then existing Lots to be sold and conveyed by Declarant to purchasers;
- (3) ten (10) years after the date the first Lot is conveyed by Declarant to a third party purchaser; or
- (4) upon written notice of election by Declarant sent to the Association as of the date specified in the notice.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES AND OTHER EASEMENTS

Section 1. Members' Rights of Enjoyment. Subject to (i) the rights and remedies of Declarant and the Association, and (ii) the covenants, conditions and restrictions contained in this Declaration, each Owner shall have a right and easement in and to the Common Properties

and the Facilities in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title to every Lot. Such rights and easements shall inure to the benefit of each Owner and each Owner's family, guests, invitees, and contract purchasers.

Section 2. Title to Common Properties. On or before the conveyance of the first Lot or Dwelling to a third party purchaser, Declarant shall convey the Common Properties and the Facilities that have been subjected to the terms of this Declaration to the Association. After such conveyance, the Association shall own, hold, maintain and administer the same, and bear the cost thereof, for the uses and purposes and upon the terms and conditions set forth herein. After such conveyance and except as otherwise expressly provided herein, the Common Properties shall not be mortgaged or conveyed without the consent of the Owners having not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total vote of the Association (excluding Declarant); provided, however, that so long as there is a Class B membership that is entitled to more than one vote per Lot (a "*Weighted Vote Membership*"), Declarant must (if required by the rules and regulations promulgated by such entity) obtain the prior approval of any entity that is a federal agency or is federally related and is insuring, guaranteeing or holding a mortgage on a Dwelling (any of the foregoing, a "*Federal Entity*") before mortgaging the Common Properties.

Section 3. Common Properties and Facilities Easement. Subject to all of the covenants, conditions and restrictions contained herein, except for the obligation for payment of any assessments hereunder or the payment of any other fees for the maintenance of the Common Properties and the Facilities, there is hereby created a non-exclusive perpetual easement upon, over and in the Common Properties and the Facilities, for the benefit of the Owners, for the use and enjoyment of the Common Properties and the Facilities.

Section 4. Maintenance Easement. Subject to all of the covenants, conditions and restrictions contained herein, except for the obligation for payment of any assessments hereunder or the payment of any other fees for the maintenance of the Common Properties, there is hereby created a non-exclusive perpetual easement appurtenant to and for the benefit of Declarant and the Association upon, across, under, over and through the Property, for ingress, egress, installation, replacement, repair and maintenance of the Property and Lots, including, but not limited to, the front yards and back yards of every Lot, and all Dwellings, additions, structures and other improvements located on or under the Property or a Lot. By virtue of this easement, it shall be expressly permissible for the Association or Declarant, to maintain, replace or repair, as applicable, the Property, the Lots, the exterior of the Dwellings, structures and all other improvements located on a Lot or the Property, including, without limitation, installation and maintenance of mailboxes, painting, lawn care, snowplowing and exterior maintenance and repair; provided, however, except as expressly set forth in Article VI, Section 2 hereof, neither Declarant nor the Association shall have any obligation for the maintenance, repair and/or replacement of any Dwellings, additions, structures or other improvements on or under a Lot. Anything contained in this Declaration to the contrary notwithstanding, the rights granted pursuant to this Section shall not impose an obligation on the part of Declarant to exercise any or all of such rights.

ARTICLE V
INTENTIONALLY OMITTED

ARTICLE VI
MAINTENANCE OBLIGATIONS

Section 1. Common Properties and Facilities. It shall be the sole responsibility of the Association to maintain and, after conveyance by Declarant, own, operate and maintain the Common Properties and the Facilities. Each Owner shall bear his or her proportion of responsibility and cost for the continued maintenance, operation and preservation of the Common Properties and the Facilities, both on the surface and underground, and the preservation of the hydraulic characteristics of the Stormwater Detention Facilities. Subject to Article IX hereof, all Stormwater Detention Facilities shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit their use and function for the management of stormwater.

Section 2. Additional Association Obligations. The Association shall also be solely responsible for the maintenance, repairs and/or replacement of the following on or relating to the Property:

- (a) the following types of insurance:
 - (1) insurance on the Common Properties against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements and as reasonably required by First Mortgagees in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Common Properties shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. The cost of any and all such appraisals shall be included in determining the assessments payable by the Owners hereunder;
 - (2) comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about

the Common Properties or upon, in or about the streets and passageways and other areas adjoining the Common Properties, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident);

- (3) such workman's compensation insurance as may be necessary to comply with Laws;
- (4) employer's liability insurance in such amount as the Board shall deem desirable;
- (5) in the event that the Property is situated in a flood plain or is subject to special flooding hazards, flood insurance in such amounts as the Board shall deem desirable; and
- (6) such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable;

(b) the berm and the entry monument located along 119th Street in the Landscape Easement Area (as defined in the Townhome Property Declaration);

(c) the median island located in Heritage Meadows Drive and the landscaping thereof;

(d) any round-a-bouts, cul-de-sac islands and/or bicycle paths located or to be located on the Property or the Add-On Property;

(e) Lots 270 and 271 (as designated on the Final Subdivision Plat of Champion Creek Unit 2, which plat was recorded on March 4, 1999 in the Will County Recorder's Office as Document No. R99029579), including perimeter maintenance of landscaping along Olympic Drive, in a manner consistent with the maintenance by the Association of similar landscaping on the Property;

(f) any property owned or leased solely by the Association; and

(g) such other items as the Association may hereinafter deem appropriate, including, without limitation, planting, landscaping or improving any part of the Property adjacent to the Lots.

Section 3. Owner Obligations. Each Owner shall be responsible for the maintenance, repairs and/or replacement of the following in respect of such Owner's Dwelling and/or Lot:

(a) insurance on the Dwelling in the full replacement cost thereof consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, with additional extended coverage, vandalism and malicious mischief; provided, however, notwithstanding anything to the contrary contained in this Declaration, the Townhome Association shall be responsible for maintaining insurance on the Dwellings located on the Townhome Property, as more particularly set forth in the Townhome Property Declaration;

(b) insurance on such Owner's personal property and belongings and comprehensive public liability insurance, including liability for injuries to and death of persons, in such limits as Owner deems desirable;

(c) all vegetation, landscaping, trees, shrubs, fencing, if any, on a Lot planted or installed by Owner or Declarant;

(d) all decorating and furnishings within each Owner's Dwelling, including painting, wallpapering or other wall covering, paneling, floor covering, light fixtures and other furnishings and interior decorating, and any window coverings, whether by draperies, shades or other items visible on the exterior of the Dwelling, which shall be subject to the rules and regulations of the Board;

(e) the interior surfaces of all perimeter walls of the Dwelling and the surfaces of all floors, ceilings and stairways therein;

(f) the exterior Dwelling and Lot, including but not limited to the garage located on a Lot, the driveway and service walk located in front of a Lot, front yard and back yard located on a Lot, and the mailbox for each Dwelling; and

(g) such other items as the Association may hereinafter deem appropriate.

Section 4. Additional Owner's Obligations. Notwithstanding anything stated herein to the contrary, in the event any property, building or other item which it is the obligation of the Association to maintain is damaged or destroyed by the negligent or willful acts or omissions of any Owner, it shall be such Owner's obligation to promptly repair or replace such property, building or other items to the same condition as existed prior to such damage or destruction.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant, for itself and its successors and assigns, and each Owner by the acceptance of a conveyance of any portion of the Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements or other purposes, such annual and special assessments being fixed, established and collected, from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Property and shall be a continuing lien upon the Lot or portion of the Property, and improvements against which or with respect to which such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal, joint and several, obligation of the person, persons or entities who was or were the Owner of such portion of the Property at the time the assessment was due and payable. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Owner's Lot. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2. Purpose of Assessments. The annual assessments and any special assessments levied by the Association shall be used exclusively for those matters stated in Article VI hereof, for the purpose of promoting the health, safety and welfare of the residents on the Property, and, in particular, for the administrative and management expenses of the Association and for the improvement and maintenance of properties, services and facilities devoted to the purpose of, and related to, the use and enjoyment of the Common Properties as stated herein, including, without limitation, the payment of taxes, if any, utilities and insurance thereon, the repair, replacement, maintenance, security and operation thereof, construction of additions thereto, the cost of labor, equipment, materials, management and supervision thereof and the establishment of accounts for future needs pursuant to the By-Laws.

Section 3. Basis of Assessments. The Association shall, in accordance with the By-Laws, fix the assessments at such amount as the Association estimates to be necessary to meet the expenses of the Association and shall notify each Owner of the amount due and payable from such Owner. Such amounts shall be due from and payable by each Owner at such times as the Board shall reasonably determine. The assessment for each Dwelling shall at first be One Hundred Twenty and 00/100 Dollars (\$120.00), subject to modification by the Association as provided herein, but in any event rounded to the nearest whole dollar. The assessment for each Dwelling shall be equal to the assessment fixed for any and every other Dwelling.

Section 4. Date of Commencement of Assessments. Each Owner shall commence to pay such Owner's assessment on the date on which such Owner purchases and takes title to a Lot. The assessment with respect to any Lot shall be adjusted according to the number of

months remaining in the period for which the assessment is applicable following such commencement and shall be payable upon the purchase of a Lot or in installments as determined by the Board in its sole discretion.

Section 5. Initial Capital Contribution. Upon the purchase of a Lot, each Owner (other than Declarant) shall pay to the Association an initial capital contribution equal to one-half of the annual assessment established from time to time by the Association, as initial working capital to be deposited with the general funds of the Association and to be used by the Association. The payment shall be deemed to be the property of the Association and shall not be refundable or applied as a credit against any subsequent assessments. No Owner shall have any vested or other rights with respect to any such payments.

Section 6. Subsequent Assessments. If the Board deems it necessary or appropriate, it shall, from time to time, estimate the total amount which will be required during any period designated by the Board for (i) the matters specified in Section 2 of this Article VII, and (ii) monies for contingencies, replacements, extraordinary expenditures and similar matters (the "Cash Requirement"), and shall notify each Owner in writing of such amount, with reasonable itemization thereof, and containing each Owner's respective assessment therefor. The Cash Requirement shall be assessed to the Owners of each Lot by utilizing the following percentage for each such Lot: $1/\text{Total Number of Lots on the Property (excluding those specified in Section 10 of this Article VII)}$. On or before the twentieth (20th) day after the delivery of the foregoing notice, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board the assessments made pursuant to this Section 6. If the Cash Requirement proves inadequate for any reason for the period so designated by the Board, then the Board shall prepare a supplemental budget covering the estimated deficiency, copies of which shall be furnished to each Owner, and thereupon a separate assessment shall be made to each Owner for its proportionate share of such supplemental budget, which shall be due and payable on the date specified in the notice of the adjusted assessment. Subject to the provisions of Article XIV, Section 8, all Owners shall be personally liable for and obligated to pay their respective adjusted assessment. If the Cash Requirement accumulated in any given year exceeds the amount required for actual expenses and monies for contingencies and replacements for the period covered by the assessment, such excess shall be applied to expenses and/or such monies for the subsequent period. Notwithstanding the foregoing, capital expenditures (other than for repair or replacement) during a fiscal year of more than twenty percent (20%) of the annual budget for that fiscal year shall require the approval of or a vote by the members of the Association.

Section 7. Status of Collected Funds. All funds collected hereunder shall be held and expended by the Association for the purposes designated herein.

Section 8. Remedies for Failure to Pay Assessments. Each Owner shall pay its proportionate share of any Cash Requirement and any other expenses required pursuant to the terms hereof. If an Owner fails to pay the assessments, adjusted assessments or any other expenses required to be paid hereunder when due, the amount thereof, together with all costs and

expenses incurred by the Association in collecting such amounts (including court costs and attorneys' fees) and all damages, together with interest on the foregoing assessments, costs and expenses at the greater of: (a) the rate of twelve percent (12%) per year, and (b) the maximum rate permitted by a Federal Entity, until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien, as of the date the assessment, adjusted assessment or other expense is due, for all of the same upon the Lot owned by such defaulting Owner and upon all additions and improvements to the Lot. In addition to the foregoing, the Association shall have such rights and remedies to enforce the collection of the foregoing amounts as shall be provided or permitted by law or equity from time to time, including, without limitation, the right to bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot and any additions or improvements thereon.

Section 9. Subordination of Lien to a Mortgage. Notwithstanding anything to the contrary contained in this Declaration, the lien provided in the preceding Section 8 shall be subordinate only to (i) taxes, special assessments and special taxes levied, either before or after the date of the failure to pay the assessments or expenses provided herein, by any political subdivision or municipal corporation of Illinois and other state or federal taxes which by law are a prior lien on the interest of such Owner, and (ii) the lien of a Mortgage on the interest of the Owner in any such Lot. Notice is hereby given to all Mortgagees that paid assessment letters should be obtained from the Association before funding your loan.

Section 10. Exempt and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties not otherwise comprising a Lot which are dedicated to and accepted by a local public authority or public utility company.
- (b) Any other provision of this Declaration notwithstanding, all properties not otherwise comprising a Lot which are dedicated to and accepted by the Village shall not be subject to the terms and conditions of this Declaration.
- (c) Any other provision of this Declaration notwithstanding, any Lot and/or Dwelling owned by Declarant.

Section 11. Books and Records. The Board shall keep full and correct books of account in chronological order of the costs and expenses incurred by the Association as provided herein, together with all receipts and invoices relevant thereto. Such records, receipts and invoices, as well as a copy of this Declaration and the Articles of Incorporation of the Association, shall be available for inspection by any Owner or Mortgagee at the office of the Association, if any, at such reasonable time(s) during normal business hours as may be requested by such Owner or Mortgagee.

Section 12. Fees for Services. Pursuant to those powers set forth in the By-Laws, the Association shall have the right to hire or employ a management or other professional organization to manage the day-to-day operations of the Association and other professionals and service providers including, without limitation, accountants and attorneys.

ARTICLE VIII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 1. Covenants, Conditions and Restrictions. The Dwellings and the Property shall be owned, occupied and used subject to the following covenants and restrictions:

(a) Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. The parking spaces and driveways shall be used for parking operable automobiles, motorcycles and other motor vehicles and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. Campers, trailers, vans, pick-up trailers, recreational vehicles, and other types of non-passenger vehicles and accessories (but not including non-business use "mini-vans"), including boats and snowmobiles, shall be stored in garages only. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and any such towing charge shall become a lien on the Owner if he or she owns the vehicle or item.

(b) Obstruction of the Property and Dwelling Maintenance. There shall be no obstruction of the Property nor shall anything be stored in, on, under or above the Property without the prior written consent of the Board except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his or her own Dwelling.

(c) Owner's Insurance. All Owners shall be responsible for their own insurance on their personal property in their own Dwellings, their personal property stored elsewhere on the Property and their personal liability insurance to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

(d) Exterior Attachments. To the extent not otherwise inconsistent with applicable federal, state or Village law, regulation or ordinance, Owners shall not cause or permit anything to be placed on the outside walls of the Dwellings and no sign, awning, canopy, shutter, satellite dish, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

(e) Exterior Colors. Owners shall not change or cause to be changed the exterior colors of the Dwellings without the prior written consent of the Board.

(f) Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Property, except that up to two (2) total dogs, cats, or other usual household pets may be kept in Dwellings, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the Board.

(g) Nuisances. No noxious or offensive activity shall be conducted in any Dwelling or in the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners.

(h) Unsightliness. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Property. The Property shall be kept free and clear of rubbish, debris and other unsightly materials, which shall be kept in receptacles provided for such purposes. No temporary or permanent chairs, hammocks or other lounging devices may be located within or on those portions of the Property which directly face or are contiguous to a public street.

(i) Commercial Activities. Except as otherwise provided herein no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Dwelling. This prohibition shall also apply to the Common Properties unless permission from the Board is obtained.

(j) Signs. Except as specifically set forth in this Declaration, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except (i) one (1) "For Sale" sign no larger than twenty-four inches (24") high and thirty inches (30") wide, or (ii) one (1) reasonably sized political sign displayed two (2) weeks before and one (1) week after any scheduled public election date, so long as, in either case, such sign is affixed on the inside of the front window of the Dwelling only; provided that the right is reserved by Declarant and its agents, to maintain on the Property until the sale of the last Dwelling, all models, sales offices and advertising signs, banners and lighting in connection therewith, at such locations and in such forms as Declarant shall determine, together with the right of ingress, egress and transient parking therefor throughout the Property.

(k) Improvements. No physical improvements or additions shall be made to a Dwelling, Lot or the Common Properties, including, without limitation, patios, fences, decks, screens, steps, sheds, pathways, sidewalks, special, unique or other vegetation, landscaping, berms and fencing, without the prior written consent of the Board. No Owner shall make any physical improvements or additions to a Dwelling or otherwise that would cause a violation of any setback line set forth on the Plat.

(l) Fencing. No fencing shall be installed upon any Lot without the prior written consent of the Board. No fencing shall be installed in the front yard of any Lot. Fencing may be installed in the back yard of a Lot so long as such fencing is in compliance with Laws.

(m) Mailboxes. Owners shall not change or cause to be changed the size, shape, color, placement or other physical characteristics of the mailboxes installed on the Property by Declarant without the prior written consent of the Board or unless otherwise directed by the Board. Each Owner shall maintain his or her respective mailbox in accordance with Laws and the rules and regulations of the Board.

(n) Property. Nothing shall be altered or constructed in or removed from the Property, without the prior written consent of the Board.

(o) Exceptions. Nothing herein contained shall be construed in such a manner as to prohibit Owners from: (i) maintaining their professional libraries therein, (ii) keeping their personal business or professional records or accounts therein, or (iii) handling their personal business or professional telephone calls, business or correspondence therefrom provided such business activities are in accordance with all applicable laws, regulations and ordinances and do not include personal visits to the Property from business employees, invitees or guests. Such uses are expressly declared customarily incident to the principal residential use and not in violation thereof.

(p) Leasing of Dwellings. Any lease or rental agreement concerning an individual Dwelling must be in writing and be subject to the requirements of the Association. No Dwelling may be leased or rented for an initial term of less than six (6) months. A copy of each executed lease or rental agreement shall be supplied to the Board within ten (10) days after the lease is executed and prior to occupancy. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; any violation by the tenant under any such lease of this Declaration, the By-Laws or rules and regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.

(q) Rules and Regulations. The Association by the Board or its various committees shall have the right to establish rules and regulations concerning the use of the Common Properties and the Facilities.

ARTICLE IX
SPECIFIC COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO THE PROPERTY

Section 1. Restrictions on Modification to Facilities. No part of the Common Properties designated as the Facilities or as open space areas and nature preserve or natural recreational and wetlands areas on the Plat shall be used for any other purpose. In the event Declarant or the Association authorizes or conducts any other use, such party shall do so at such party's sole cost and expense, and such cost and expense shall not be required to be reimbursed by any Owner and shall not be subject to this Declaration or the lien rights set forth herein. The Association shall only be permitted to make alterations, modifications or changes in the topography and ground elevations of the Stormwater Detention Facilities if, and only if:

(a) such modifications, changes or alterations are done in such a manner, to such engineering specifications and with such results that the additional or alternative alterations, modifications, or changes in the topography and ground elevations of the Stormwater Detention Facilities do not:

- (1) reduce the required stormwater detention capacity of the Stormwater Detention Facilities for the benefit of the Property;
- (2) affect or alter the drainage patterns from the Property;
- (3) reduce the compensatory storage volumes of the Stormwater Detention Facilities for the benefit of the entire Property; or
- (4) increase the flood heights at the exterior boundaries of the Stormwater Detention Facilities from the respective capacities, patterns and volumes provided for in any permits obtained in connection therewith; and

(b) such additional or alternative alterations, modifications or changes in the topography and ground elevation of the Stormwater Detention Facilities meet the rules and requirements and have received the approval, where applicable and if required, of (i) the U.S. Army Corps of Engineers, (ii) the Illinois Department of Transportation, Division of Water Resources, (iii) Will County, (iv) the Village, and (v) any other regulatory agency or agencies having or exercising jurisdiction over the development of the Stormwater Detention Facilities or the Property.

Section 2. Creation of Easement. Subject to all of the covenants, conditions and restrictions contained herein, except for the obligation for payment of any assessments hereunder or the payment of any other fees for the maintenance of the Common Properties, there is hereby created a non-exclusive perpetual easement upon, over and in the Common Properties, for the

benefit of the Owners, for the use and enjoyment of those portions of the Common Properties designated on the Plat as open space areas and nature preserve and natural recreational and wetlands areas.

Section 3. Approval of Changes to Property. In furtherance of the general restrictions set forth in this Declaration, the following additional restrictions shall apply to all of the Property. With respect to the Property, an Owner shall not alter, modify or change in any way the existing topography, ground elevations or hydrology of any Lot or the Property unless such alteration, modification or change is specifically approved by Declarant, in its sole discretion, and any other governmental entity having authority therefor with respect thereto; provided, however, that additional or alternative alterations, modifications or changes in the topography and ground elevations of the Property may be made by Declarant in its sole discretion from time to time.

Section 4. Duration and Modification. The specific restrictions set forth in this Article IX shall continue in full force and effect for the full term of this Declaration commencing on the recording of this Declaration and shall not be subject to amendment or modification by the Association unless expressly approved in writing by Declarant. Any attempt to modify or amend this Section 4 shall be null and void.

ARTICLE X
INTENTIONALLY OMITTED

ARTICLE XI
REMEDIES

In addition to the rights set forth elsewhere in this Declaration, each of the covenants, conditions, restrictions and easements contained in this Declaration shall be enforceable at law and/or in equity by the Association or any Owner; provided, however, in the event of a breach or violation of any such covenant, condition, restriction or easement, there shall be no forfeiture or reversion of title; provided further, however, failure to enforce any of the foregoing matters shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding the foregoing, the provisions of this Article XI shall not apply to the terms and conditions of Article VII (Covenant For Assessments) of this Declaration, which Article contains separate remedies.

The duly designated officials and employees of the Village are hereby granted an easement to enter upon, on and over the Common Properties for the purpose of inspecting such areas to determine whether the Stormwater Detention Facilities and Common Properties are being properly maintained in conformity with this Declaration and Laws. If it is determined that

the Stormwater Detention Facilities or Common Properties are not in conformity with Laws, the Village shall give the Association written notice of such determination.

Further, the Village shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association, although notice shall not be required in the event that the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the Village shall have the right, but not the obligation, to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage and detention structures and characteristics of the Stormwater Detention Facilities. If the Village is required to perform such service, it shall be entitled to complete reimbursement upon demand by the Association. The Village shall have a lien on the Common Properties and Dwellings, or applicable portion thereof, subordinate to any Mortgage on the Common Properties or Lots, for the amount due from the Association.

The easement described in this section is an easement appurtenant, running with the land; it shall at all times be binding upon Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

ARTICLE XII ADD-ON PROPERTY

Declarant hereby reserves the right, for a period of ten (10) years from the date hereof, to add certain additional property legally described on Exhibit ~~B~~ attached hereto and made a part hereof (the "**Add-On Property**") to the Property presently designated in this Declaration. In the event Declarant elects, from time to time, to subject all or any portion of the Add-On Property to the provisions of this Declaration, Declarant shall record a supplementary declaration ("**Supplementary Declaration**") setting forth, among other items, the legal description of any such additional property. All such Supplementary Declarations, and the portion of the Add-On Property covered therein, shall be subject to the terms and conditions of this Declaration, and all voting rights and the liability for assessments specified in this Declaration shall be reallocated accordingly. The recording of a Supplementary Declaration shall not alter or affect the amount of any liens for assessments due from Owners of Lots already a part of the Property ("**Existing Lots**") or the respective amounts theretofore assessed to or due from the Owners of Existing Lots or other fees and charges theretofore assessed.

Declarant further reserves unto itself the right to add portions of the Add-On Property to the Property at different times (and to determine the order thereof), and to fix the boundaries of such portions of the Add-On Property. Any Supplementary Declaration may contain such additions and modifications to the terms hereof, including, without limitation, the granting of additional easements

over Lots and designation of additional Common Properties, as are necessary to reflect the differences in character, if any, of the Add-On Property and the Property. The terms and provisions of this Article XII shall not be construed as imposing upon Declarant an affirmative obligation to exercise the rights and powers herein reserved. The Add-On Property shall not be bound hereby unless and until the property is submitted to the provisions of this Declaration by a Supplementary Declaration.

Notwithstanding anything contained in this Article XII, Declarant shall not have any right to record a Supplementary Declaration with respect to any portion of the Add-On Property, and no portion of the Add-On Property shall be subject to the terms and provisions of this Declaration, unless and until Declarant shall have acquired fee title ownership of the same, and neither this Declaration, nor any attempt to record any such Supplementary Declaration shall encumber or otherwise affect title to any portions of the Add-On Property not so acquired by Declarant.

ARTICLE XIII RIGHTS OF DECLARANT

Section 1. In General. In addition to any rights or powers reserved or granted to Declarant under this Declaration or the By-Laws, Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Declarant's rights under this Article shall terminate at such time as Declarant is no longer vested with or controls title to a portion of the Property.

Section 2. Promotion Efforts. At all times and from time to time prior to the sale of the last Dwelling on the Property (as modified from time to time as the result of the addition of Add-On Property), Declarant shall have the right, but not the obligation, in its discretion, to maintain model Dwellings, sales and leasing offices, displays, signs and other forms of advertising on the Property and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Dwellings, all without the payment of any fee or charge whatsoever (other than the payment of assessments as set forth in Article VII). Declarant shall have the right and power, but not the obligation, to sell or lease a Dwelling to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

Section 3. Special Amendment. In addition to any other rights of Declarant set forth herein, but in any event subject to the provisions of Article XIV, Section 12, Declarant reserves the right and power to record a special amendment ("*Special Amendment*") to this Declaration at any time and from time to time that amends this Declaration (a) to comply with the requirements of any Federal Entity, (b) to induce any Federal Entity to make, purchase, sell, insure or guarantee Mortgages covering Dwellings, (c) to comply with the provisions of the Illinois General Not for Profit Corporation Act of 1986, as amended, (d) to correct clerical or

typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or (e) that benefits directly or indirectly the interests of all the Owners. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, consent to, execute and record a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling and the acceptance thereof shall be deemed to be a grant and acknowledgment of Declarant's authority to execute and record Special Amendments. The right of Declarant to act pursuant to rights reserved or granted under this Section shall terminate upon the latest date on which the initial membership meeting of the Owners must be held, whether or not it has actually been held.

Section 4. Construction. Declarant, its agents and contractors shall have the right, but not the obligation, to come upon the Property (as modified from time to time as the result of the addition of Add-On Property) for the purpose of making alterations or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

Section 5. Dedication Rights Reserved. Declarant hereby reserves the right at its sole discretion to dedicate or otherwise convey portions of the Property (but not those portions on which a Dwelling is situated) to any public agency or governmental authority or quasi-public utility for purposes of utilities, and right-of-way and easements therefor. The right to make such dedications or conveyances shall not require the consent, approval or signatures of either the Board or any Owner, and such dedication or conveyance shall be considered fully accomplished and conclusively binding upon each of the Owners and upon the Association when set forth in writing or in a plat of dedication executed by Declarant that has been recorded with the County recorder's office where the Property is located; provided, however, that nothing in this Section shall be construed to in any manner require or obligate Declarant to make any conveyance or dedication; provided further, however, that so long as there is a Weighted Vote Membership, Declarant must (if required by the rules and regulations promulgated by such entity) obtain the prior approval of any applicable Federal Entity before dedicating any portion of the Common Properties. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted to Declarant, as agent and attorney-in-fact, to make dedications or conveyances. Each deed, mortgage, trust deed or other instrument with respect to a Dwelling and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power and to such attorney-in-fact and shall be deemed to reserve to it the foregoing powers and rights. This right shall expire upon the sale of all the Dwellings.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Severability. Each covenant, condition, restriction and easement contained herein shall be considered to be an independent and separate right or obligation, and in

the event one or more of such covenants, conditions, restrictions or easements shall for any reason be held to be invalid or unenforceable, all remaining covenants, conditions, restrictions and easements shall nevertheless remain in full force and effect.

Section 2. Binding Upon the Land. Unless otherwise expressly provided herein, each covenant, condition, restriction and easement set forth in this Declaration shall run with the land and shall be binding upon each and all of the record titleholders of the land and their respective heirs, representatives, successors, assigns, purchasers, grantees and Mortgagees. By the recording or acceptance of a deed conveying any interest in the Property, the individual or entity to whom such interest is conveyed shall, except as otherwise provided in this Declaration, be deemed to accept and agree to be bound by and subject to all of the terms and provisions of this Declaration, whether or not mention thereof is made in the deed, except that with respect to the Add-On Property, the covenants, conditions, restrictions and easements set forth in this Declaration or in any Supplementary Declaration shall run with the land and become binding on the record titleholders thereof (and their respective heirs, representatives, successors, assigns, purchasers, grantees and Mortgagees) only upon the recording of a Supplementary Declaration by Declarant after Declarant acquires fee title ownership of such Add-On Property.

Section 3. Notices. Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at the address of the Dwelling, or at such other address as herein provided. The President of the Association is hereby designated as the person to mail and receive all notices to the Board or the Association as provided for in this Declaration; provided, however, that the Board may designate a different address for notices to the Board or the Association by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices by giving written notice of such change of address to the Board. Notices to Owners shall be deemed delivered when mailed by United States mail, or when delivered in person, or, if addressed to an Owner, when deposited at the door of the Owner's Dwelling or in his or her mailbox. Notices to the Board or to the Association shall be deemed delivered when mailed by United States registered mail to the Board or Association.

Section 4. Notices to Deceased Owner. Notices required to be given any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the state of such deceased Owner is being administered.

Section 5. No Release. Wherever in this Declaration Declarant has reserved unto itself or the Village any easement or easements, and rights thereunder, with respect to any part or all of the Property, the exercise or failure to exercise any or all of such rights shall in no event release the Association or the Owners from the responsibilities otherwise imposed on such parties in any covenant, condition, restriction or provision set forth in this Declaration.

Section 6. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7. Successors and Assigns. All rights granted to Declarant under this Declaration shall inure to and all obligations of Declarant under this Declaration shall be binding upon the successors and assigns of Declarant; provided, however, that the Owners purchasing Dwellings for their own occupancy shall not be deemed to be successors or assigns of Declarant.

Section 8. Land Trust. In the event title to any Lot is conveyed to a land 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 beneficiary or beneficiaries thereunder from time to time shall, jointly and severally, be responsible for the payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings relating to or chargeable against any such Lot, and shall be deemed to be the Owner as that term is used herein. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, but the amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiary or beneficiaries of any such trust shall remain personally liable for any such amounts, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of such Lot.

Section 9. Headings. The headings contained in this Declaration are for convenience only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 10. Duration. The covenants, conditions and restrictions contained in this Declaration shall continue in full force and effect for a period of ninety-nine (99) years commencing on the date hereof.

Section 11. Rule Against Perpetuities. 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 applicable statutory or common law rules imposing limitations upon the time for which such matters may be valid, then the provision in question shall continue and endure only until twenty-one (21) years after the death of the last to survive of the class of persons consisting of all the now living lawful descendants of George H. W. Bush, former President of the United States.

Section 12. Amendment. This Declaration, including, without limitation, the By-Laws, may be amended by the affirmative vote of the members holding 75% or more of the total votes then eligible to be cast by the members of the Association; provided, however, it is hereby understood that neither the Association, nor its Board, officers or members, may adopt, amend, repeal, alter or change this Declaration, the By-Laws of the Association, or any rules or

regulations relating to the Association or this Declaration such that any such adoption, amendment, repealer, alteration or change adversely affects Declarant, Declarant's rights under this Declaration or Declarant's proposed development of the Property (as such proposed development currently exists or may hereinafter change). Notwithstanding the foregoing, this Declaration may be amended, modified, altered or repealed by Declarant at any time during the ten (10) year period after the date hereof; provided, however, no such amendment, modification, alteration or repealer shall be effective if it adversely affects the priority of the lien of any Mortgage; provided further, however, that so long as there is a Weighted Vote Membership, Declarant must (if required by the rules and regulations promulgated by such entity) obtain the prior approval of any applicable Federal Entity before making any amendment to this Declaration. All amendments, repealers, alterations and changes to this Declaration and the By-Laws shall be recorded with the County recorder's office where the Property is located. For purposes of this Section 12, a Supplementary Declaration shall not be deemed an amendment, alteration or repealer of this Declaration.

Section 13. Conflict. In the event of any conflict between the terms and provisions of this Declaration, on the one hand, and any plat(s) of subdivision relating to the Property or the By-Laws, on the other hand, the terms and provisions of the plat(s) of subdivision shall control.

Section 14. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land or the interest of any Owner to enforce any lien created by these covenants, and against the Association for failure to discharge its duties and responsibilities hereunder. The failure of the Association, Declarant, the Village or any Owner to enforce any covenant or restriction herein contained, or exercise any rights or easements granted hereby, shall in no event be deemed a waiver of the right to do so thereafter.

Section 15. Waiver of Claims. To the extent permitted by applicable law, each Owner hereby waives and releases any and all claims which such Owner may have against any other Owner, occupant, the Association, its officers, members of the Board, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Common Properties, the Dwellings, or to any personal property located in the Dwellings or Common Properties, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Neither Declarant nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated to them by or pursuant to this Declaration, or in Declarant's capacity as developer, contractor, owner, manager or seller of the Property, including all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association and their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property,

or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

Section 16. Damages. Each Owner shall be responsible for any damages to the Common Properties or to any Dwelling and also for the maintenance, repairs or replacements caused by or resulting from his or her negligent act or omission, or the negligent act or omission of a member of his or her family, his or her household pet, his or her guests, visitors or his or her invitees or of an occupant of his or her Dwelling, including the household pets, guests, visitors or invitees of an occupant of his or her Dwelling.

Section 17. Association Rules and Regulations. Subject to Article XIV, Section 12 the Association shall have the authority, as it deems necessary, to adopt general rules and regulations to implement the purposes set forth in this Declaration, interpret the covenants, conditions and restrictions contained herein and in furtherance of the powers and duties set forth in the By-Laws. Such general rules and regulations may be amended in the same manner as provided herein for the amendment of this Declaration.

Section 18. Covenant in Event of Dissolution of the Association. In the event the Association is dissolved, all Owners and titleholders of any portion of the Property agree that all provisions contained herein regarding maintenance, repair and replacement in, on or to the Property shall still apply and that this Declaration shall be in full force and effect. In the event of a dissolution of the Association, the assets of the Association shall be conveyed to a nonprofit organization with purposes similar to that of the Association.

Section 19. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class development.

Section 20. Lease. The provisions of this Declaration and By-Laws, and rules and regulations that relate to the use of the Dwellings or the Common Properties shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease of any Dwelling.

Section 21. Interpretation. Whenever from the context it is appropriate, each term stated in either the singular or the plural shall include both the singular and the plural, and each term stated in either the masculine or feminine shall include both the masculine and feminine.

* * *

[Signatures to follow on next page.]

EXHIBIT A

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

THE SOUTH 300 FEET, AS MEASURED PERPENDICULAR TO THE SOUTH LINE THEREOF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE SOUTH 300 FEET, AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER), IN WILL COUNTY, ILLINOIS.

PINS- 01-21-400-006
01-21-200-003-0010
01-21-100-003-0010
01-21-200-003-0020
01-21-100-003-0020

EXHIBIT B

By-Laws
of
The Crossings at Wolf Creek Master Operating Association, Inc.

ARTICLE I
Name and Location

The name of the corporation is The Crossings at Wolf Creek Master Operating Association, Inc., an Illinois not-for-profit corporation (hereinafter referred to as the "*Association*"). The principal office of the Association shall initially be located in Elgin, Illinois, but meetings of the members and the Board may be held at such places within the State of Illinois, County of Will, as may be designated by the Board.

ARTICLE II
Definitions

Except as expressly defined herein, all capitalized terms are used in these By-Laws with the same meaning as such terms are used in the Declaration.

ARTICLE III
Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held upon ten (10) days' prior written notice given by Declarant to the members. The first annual meeting shall be held no later than the first to occur of the following events (unless otherwise required by any Federal Entity):

- (a) in the event all of the Add-On Property has been subjected to the terms of the Declaration, within ninety (90) days after the 75% Date;
- (b) in the event less than all of the Add-On Property has been subjected to the terms of this Declaration, five (5) years after the 75% Date, unless any portion of the Add-On Property is subjected to the terms of this Declaration after the 75% Date and prior to the expiration of the five (5) year period that, when including such portion of the Add-On Property, causes less than seventy-five percent (75%) of the then existing Lots to be sold and conveyed by Declarant to purchasers;
- (c) ten (10) years after the date the first Lot is conveyed by Declarant to a third party purchaser; or
- (d) upon written notice of election by Declarant sent to the Association as of the date specified in the notice.

Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time after the first annual meeting by (a) the president of the Association, (b) the Board, (c) upon written request of the members who are entitled to vote a total of one-fourth (1/4) of the total votes of the Class A membership, or (d) upon request of the Class B membership.

Section 3. Notice of Meetings. Except as may be otherwise provided by the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the Association or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, and/or of proxies entitled to cast, ten percent (10%) of the total votes of each class of membership shall constitute a quorum for any action, except as otherwise provided by Laws, in the Articles of Incorporation, the Declaration or these By-Laws. If a quorum is present, the affirmative vote of a majority of the total votes present, either in person or by proxy, shall be the act of the members, unless otherwise provided by Laws, in these By-Laws or in the Declaration. If, however, such quorum shall not be present or represented at any meeting, a majority of those members present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. The adjournment shall specify the date for the adjourned meeting, which shall not be more than thirty (30) days from the date of the initial meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

Section 6. Voting Rights. The Association has two (2) classes of voting membership, which classes of membership are more specifically described in Article III of the Declaration.

ARTICLE IV

Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of the Association shall be managed by the Board. Until the first annual meeting of the members, the Board shall consist of three (3) directors designated by Declarant.

Section 2. Election. At the first annual meeting of the members, the number of directors shall automatically increase to five (5). Two (2) of the directors (the "*Appointed Directors*") will be the President and Vice President of the Townhome Association, and the other three (3) directors (the "*Elected Directors*") shall be elected at the first annual meeting of the members. Two (2) of the Elected Directors shall be elected for a term of one (1) year and the other Elected Director shall be elected for a term of two (2) years. At each annual meeting thereafter, the members shall elect the vacancies for the Elected Directors as they come due on the expiration of a director's term for a term of (2) years. The term of office of the Appointed Directors shall equal that of each such director as set forth in the By-Laws of the Townhome Association. Directors may succeed themselves.

Section 3. *INTENTIONALLY OMITTED*

Section 4. Removal. From and after the first annual meeting of the members, any director may be removed from the Board, with or without cause, by a document signed by the members having not less than seventy-five percent (75%) of the total vote of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve until the time of the next election of directors. In the event that the term of the directorship vacated as above shall not have expired at the time of the next election following the appointment of a successor by the remaining Board members as provided above, in addition to the directorships normally to be filled at that election, the members shall also elect a director to serve the remaining unexpired term of the directorship vacated.

Section 5. Compensation. No director shall receive compensation for any service he or she may render to the Association; provided, however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board shall be made from the floor at any applicable annual meeting. Such nominations may be made from among members only. The Board may also solicit candidates for up to sixty (60) days prior to the annual meeting, and place the names of the candidates in nomination before the annual meeting by written notice to the members.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI
Meetings of Directors

Section 1. Annual Meetings. Annual meetings of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. The majority of the number of directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Voting. Each member of the Board shall have one (1) vote.

ARTICLE VII
Powers, Duties and Liability of the Board of Directors

Section 1. Powers. The Board shall have the power to:

- (a) Perform, exercise, transact, permit or consent to any and all actions or functions that the Board deems necessary or appropriate to enforce, abide by or act in accordance with the terms and provisions of the Declaration, including, without limitation, the power to engage or contract for the services of others, and make purchases for the maintenance, repair, replacement and operation of those facilities that the Association is obligated or permitted to maintain pursuant to the Declaration;
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment or other expenses levied by the Association;
- (c) Exercise any and all powers and duties permitted by the Illinois General Not-For-Profit Corporation Act, as amended, and the Declaration; and
- (d) Procure and maintain any insurance which the Board deems necessary or appropriate to protect the Association, its Board, officers, members, agents, employees and other similarly situated individuals from any and all claims, liabilities, expenses, costs, damages or causes of action.

Section 2. Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members or at any special meeting when such statement is requested in writing by sixty percent (60%) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) Fix the amount of the assessments against each Lot as provided in the Declaration, and foreclose the lien against any Lot for which assessments are not paid after the due date or bring an action against the Owner personally obligated to pay the same, and otherwise ensure the compliance by each Owner with the Declaration and these By-Laws;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (f) Cause the Association to maintain those portions of the Property that it is obligated or permitted to maintain pursuant to the terms of the Declaration;
- (g) Pursuant to the Declaration, procure and maintain insurance that the Board deems necessary or appropriate to protect the Association, its Board, officers, members, agents, employees and other similarly situated individuals from any and all claims, liabilities, expenses, costs, damages or causes of action; and
- (h) Maintain at all times monies for contingencies and replacements in an amount deemed reasonably necessary to be utilized as the Board deems appropriate for repairs, improvements, maintenance or other needs.

Section 3. Liability of the Board of Directors. The members of the Board (including without limitation those designated by Declarant pursuant to Article IV, Section 1 hereof) shall not be personally liable to the members of the Association, and no cause of action may be brought, for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members, except for any acts or omissions found by a court to constitute willful or wanton misconduct in the performance of a duty, which, for purposes of these By-Laws, means a course of action that shows an actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference to or conscious disregard for the safety of others or their property.

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ARTICLE VIII
Duties and Liabilities of Officers

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president who shall at all times be members of the Board, a secretary and a treasurer and such other officers as the Board may determine from time to time.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the Board.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless any such individual shall sooner resign, or shall be removed or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. The president may not hold any other office.

Section 8. Duties. The duties of the officers shall be those usually vested in their respective office for a not-for-profit corporation, including, but not limited to, the following:

- (a) President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts and other written instruments; and shall co-sign all checks and promissory notes;
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him or her by the Board;
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current

records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board; and

- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy thereof to each of the members.

Section 9. Liability of Officers. The officers of the Association shall not be personally liable to the members of the Association, and no cause of action may be brought, for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such officers, except for any acts or omissions found by a court to constitute willful or wanton misconduct in the performance of a duty, which, for purposes of these By-Laws, means a course of action that shows an actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference to or conscious disregard for the safety of others or their property.

ARTICLE IX Committees

The Board shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X Not-For-Profit Status

Neither the Board, the Association nor the members shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in these By-laws and in the Declaration and shall be deemed to be held for the benefit, use and account of all the members.

ARTICLE XI Indemnification

Section 1. Actions other than by or in the Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise,

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against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, or (b) to the extent permitted by applicable law, is not liable to the members of the Association pursuant to the provisions of Article VII, Section 3 or Article VIII, Section 9 hereof. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which the acts or omissions of such person have been found by a court to constitute willful or wanton misconduct in the performance of a duty, unless, and only to the extent that, notwithstanding the provisions of Article VII, Section 3 or Article VIII, Section 9 hereof, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under Section 1 and Section 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 and Section 2 of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, by advice of independent legal counsel in a written opinion, or (3) by the members entitled to vote. In any determination denying indemnification, the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification should not be allowed.

Section 4. Payment of Expenses in Advance. Notwithstanding any other provisions of this Article, expenses incurred in defending a civil or criminal action, suit or proceeding shall, unless the Board determines otherwise, be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

Section 5. Successful Defenses. Notwithstanding any other provisions of this Article to the extent that a director, officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 1 and Section 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6. Provisions Not Exclusive. The indemnification and advancement of expenses provided by or granted under the other Sections of this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

Section 8. Notice to Members. If the Association has paid indemnity or has advanced expenses to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to the members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

Section 9. Definitions. For purposes of this Article, references to "the Association" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, and employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

Section 10. Continuation of Rights. The indemnification and advancement of expenses provided by or granted under this Article shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of that person.

Section 11. Payments a Business Expense. Any payments made to any indemnified party under these By-Laws or under any other right to indemnification shall be deemed to be an ordinary and necessary business expense of the Association, and payment thereof shall not

subject any person responsible for the payment, or the Board, to any action for corporate waste or to any similar action.

ARTICLE XII
Amendment

These By-Laws may only be amended by the Association in the same manner as provided in the Declaration for the amendment of the Declaration. Notwithstanding anything to the contrary contained herein, so long as there is a Weighted Vote Membership, any applicable Federal Entity shall have the right to veto amendments to these By-Laws, so long as the rules and regulations promulgated by such Federal Entity require that it have such veto right.

EXHIBIT C

LOTS 270 AND 271 IN CHAMPION CREEK UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST 1/4 SECTION 21, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1999 AS DOCUMENT R99-29579, IN WILL COUNTY, ILLINOIS.

This instrument prepared by
and after recording return to:

Fred I. Feinstein, PC
McDermott Will & Emery LLP
227 West Monroe Street, Suite 4700
Chicago, Illinois 60606-5096
(312) 372-2000

Laurie McPhillips 3P R 2006015955
Will County Recorder Page 1 of 3

CAH Date 01/25/2006 Time 09:37:12
Recording Fees: 18.00
IL Rental Hsng Support Prog: 10.00

① FIRST AMENDMENT TO THE
CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC., DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "*First Amendment*") is made this 12th day of January, 2006, by **CENTEX HOMES**, a Nevada general partnership, which has a mailing address of 2205 Point Boulevard, Elgin, Illinois 60123 ("*Declarant*").

WHEREAS, Declarant has heretofore created and recorded The Crossings At Wolf Creek Master Operating Association, Inc. Declaration of Covenants, Conditions and Restrictions, which was recorded November 7, 2003 as Document R2003278976 in the Will County Recorder's Office ("*Declaration*").

WHEREAS, Declarant retains the right and power to amend, modify, alter or repeal the Declaration upon the terms and conditions set forth in Section 12 of Article XIV and Section 3 of Article XIII of the Declaration.

WHEREAS, the Declarant desires to correct and amend the Property definition under the Declaration to include certain real estate described on Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby amends, modifies and alters the Declaration as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. The Declaration is hereby amended by adding to the Property the parcels described on Exhibit "A".
3. All terms used herein this First Amendment shall have the same meaning as set forth in the Declaration.
4. In all other respects the Declaration remains unamended and in full force and effect.

EXHIBIT A

LEGAL DESCRIPTION

LOTS 270 AND 271 IN CHAMPION CREEK UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1999 AS DOCUMENT R99-29579, IN WILL COUNTY, ILLINOIS.

PIN = 01-21-407-025
01-21-407-025

This instrument prepared by
and after recording return to:

Fred I. Feinstein, PC
McDermott Will & Emery LLP
227 West Monroe Street, Suite 4700
Chicago, Illinois 60606-5096
(312) 372-2000

Laurie McPhillips 3P R 2006099329
Will County Recorder Page 1 of 3

JAD Date 06/16/2006 Time 10:13:14
Recording Fees: 24.75
IL Rental Hsng Support Prog: 10.00

SECOND AMENDMENT TO THE
CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO THE CROSSINGS AT WOLF CREEK MASTER OPERATING ASSOCIATION, INC., DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Second Amendment*") is made this 26th day of May, 2006, by CENTEX HOMES, a Nevada general partnership, which has a mailing address of 2205 Point Boulevard, Elgin, Illinois 60123 ("*Declarant*").

WHEREAS, Declarant has heretofore created and recorded The Crossings At Wolf Creek Master Operating Association, Inc. Declaration of Covenants, Conditions and Restrictions, which was recorded November 7, 2003 as Document R2003278976 in the Will County Recorder's Office as previously amended by a document recorded January 25, 2006 as Document R2006015955 (collectively, "*Declaration*").

WHEREAS, Declarant retains the right and power to amend, modify, alter or repeal the Declaration upon the terms and conditions set forth in Section 12 of Article XIV and Section 3 of Article XIII of the Declaration.

WHEREAS, the Declarant desires to correct and amend the Property definition under the Declaration to exclude certain real estate described on Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby amends, modifies and alters the Declaration as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. The Declaration is hereby amended by excluding from the Property the parcel described on Exhibit "A".
3. All terms used herein this Second Amendment shall have the same meaning as set forth in the Declaration.
4. In all other respects the Declaration remains unamended and in full force and effect.

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Chicago Title Insurance Co.

IN WITNESS WHEREOF, this Second Amendment is executed on the day and year first above written.

DECLARANT:

CENTEX HOMES,
a Nevada general partnership

By: CENTEX REAL ESTATE
CORPORATION, its managing
general partner

By: *Kris L. Anderson*
Name: Kris L. Anderson
Its: Division Land Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kris L. Anderson, personally known to me to be the Division Land Manager of Centex Real Estate Corporation, the general partner of Centex Homes, a Nevada general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Division Land Manager of the General Partner, she signed and delivered said instrument as Division Land Manager of the General Partner of said partnership, pursuant to authority given by the partners of the partnership as her free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of May, 2006.

Kimberly Ann Lang
Notary Public

My Commission Expires: 4-1-08

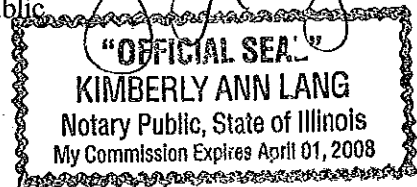


EXHIBIT A

LEGAL DESCRIPTION

LOT 355 IN THE CROSSINGS AT WOLF CREEK UNIT 3, PART OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 2004 AS DOCUMENT NUMBER R2004-175607, IN WILL COUNTY, ILLINOIS.

ALSO

LOT 354 IN THE CROSSINGS AT WOLF CREEK UNIT 3, PART OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 2004 AS DOCUMENT NUMBER R2004-175607, IN WILL COUNTY, ILLINOIS.

PIN: 01-21-412-002