

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**  
**PRAIRIE MEADOWS SUBDIVISION**  
**YORKVILLE, KENDALL COUNTY, ILLINOIS**

THIS DECLARATION is made by Menard, Inc., a Wisconsin corporation, (hereinafter referred to as "Declarant").

**WITNESSETH**

WHEREAS, Declarant is the owner of fee simple title to the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, the Subject Property consists of single family residential lots located within the corporate limits of the United City of Yorkville, Illinois, all of which lots in all phases or units of the subdivision are included hereunder and are made subject to this Declaration; and

WHEREAS, Declarant desires to provide for the care and maintenance of certain landscape areas within the subdivision and for the implementation and enforcement of the various covenants and restrictions as are set forth in this Declaration, through the creation of an incorporated association; and

WHEREAS, Declarant further desires to impress all of the lots in the Subject Property with the restrictions, covenants, and easements set forth in this Declaration through the recordation of this instrument against the Subject Property in the Office of the Recorder of Deeds of Kendall County, Illinois; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and other persons acquiring any interest in the Subject Property, or in any Lot or portion of a Lot therein, shall at all times hold their interests subject to the rights, priorities, easements, covenants, conditions, restrictions, liens and charges hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the attributes of the Subject Property for the use and enjoyment of the Residents and Owners thereof.

NOW THEREFORE, Declarant declares that the Subject Property, as hereinafter defined is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens (hereinafter referred to as "Covenants").

## **ARTICLE I**

### **DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

- a) ASSOCIATION: The Prairie Meadows Homeowner's Association, an Illinois Not For Profit Corporation, created and incorporated by the Declarant, or such other name as may be selected by the Declarant.
- b) BASEMENT: A portion of a Dwelling Unit in which not less than one-half of its floor to clear ceiling height is below the average grade of the adjoining ground at the front elevation.
- c) BUILDING: Any roofed structure intended for shelter, housing, or enclosure of any person, animal or chattel.
- d) CITY: The United City of Yorkville, Illinois, a Municipal Corporation.
- e) CONTRACTOR: AMG Homes, Inc., an Illinois corporation, and its successors.
- f) COUNTY: The County of Kendall, a body politic of the State of Illinois.
- g) DECLARANT: Menard, Inc., a Wisconsin corporation, or its nominee.
- h) SINGLE-FAMILY BUILDING: Any building within the Subject Property consisting of a dwelling-unit which is not joined by a Party Wall.
- i) DWELLING UNIT: That portion of a single-family building situated on a Lot within the Subject Property and intended for the use and occupancy of a single family for which an occupancy permit has been issued.
- j) FINAL PLAT: All final plats of subdivision for each and every phase or unit of Prairie Meadows Subdivision recorded. in the Office of the Recorder of Deeds of Kendall County, Illinois.
- k) GUEST: A person or persons having access to and/or the use of a Lot pursuant to the invitation, consent or neglect of the owner of said Lot.
- l) LANDSCAPE ISLANDS: Those Landscape Islands located within the various public rights-of ways as identified on the Final Plat or Plats, which are reserved for plantings, but not paved.
- m) LIVING SPACE: The total interior Square footage of a Dwelling Unit measured on a horizontal plane for each story, calculated by using the outside dimensions of such

dwelling unit, exclusive of porches, garages, uninhabitable storage areas and basements.

- n) LOT: A subdivided lot located within the Subject Property as established pursuant to the Final Plat or Final Plats of each phase or unit of the subdivision.
- o) LOT OWNERSHIP: Fee simple ownership of a Lot.
- p) OCCUPANT: A Person or Persons, other than Owner, in possession of a dwelling unit.
- q) OWNER: A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership In a Lot. The word "Owner" shall also mean and refer to the Declarant as to any lot ownership, where title is held by the Declarant, or it's nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provision of any mortgage, mean or refer to a mortgagee or any other persons having interest in any lot ownership merely as security for the performance of an obligation unless and until such mortgages or other holder of a security interest has acquired title pursuant to foreclosure or by a deed in lieu of foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.
- r) PERSON: A natural person, corporation, partnership, trustee or other legal entity capable of holding legal title to the real estate.
- s) STORY: That portion of a building other than a basement included between a floor and the top surface of the next floor or roof above, except a space used exclusively for the housing of mechanical services of the building shall be construed only for maintenance and such services. Except as provided for herein, a mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.
- t) STRUCTURE: Anything constructed or erected on a Lot, the use of which requires more or less permanent location on the ground or attached to something having permanent location on the ground.
- u) SUBJECT PROPERTY: The real estate described in Article II, being Prairie Meadows Subdivision, Yorkville, Kendall County, Illinois.
- v) SUBDIVISION: The real estate described in Article II, being Prairie Meadows Subdivision, Yorkville, Kendall County, Illinois.
- w) UNIT EXTERIOR: That portion of a Dwelling Unit consisting of the surfaces of the exterior walls, roofs and components, including without limitation, shutters, window trim, siding, brickwork, gutters, fascia, doors, roofing and other elements thereof.

- x) **VOTING MEMBERS:** The Owner or person designated in writing to vote on behalf of a Lot Ownership pursuant to Section 5 of Article II of this Declaration.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the United City of Yorkville, County of Kendall, State of Illinois and is legally described as attached on Exhibit "A".

## **ARTICLE III**

### **CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP VOTING RIGHTS**

**SECTION 1. Association.** Within five {5} years following the Declarant's recordation of this Declaration, the powers and the authorities of the Declarant as set forth throughout this Declaration, except as otherwise expressly reserved unto Declarant hereunder or pursuant to the instrument of assignment pertaining thereto, shall be vested in an association having the name "PRAIRIE MEADOWS HOMEOWNER'S ASSOCIATION, an Illinois Not for Profit Corporation" or such other name chosen by the Declarant and acceptable to the Illinois Secretary of State, being an Illinois not for profit corporation formed by Declarant for such purpose. Declarant shall have the right, at Declarant's sole discretion, to establish the Association and assign all or any of Declarant's rights and/or duties hereunder to the Association at any time following the recordation of this Declaration. Until such time as the Association is created and turned over to the Owners, all of the rights, powers and duties of the Association as set forth herein shall remain vested in and may be exercised by the Declarant.

**SECTION 2. Association Membership.** Each owner, with respect to each Lot Ownership held by him, shall be a member of the Association as long as he is the Owner of a Lot. An Owner's membership shall automatically terminate when he ceases to be an owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of his obligation for any assessments which were levied or became due while he was Lot owner under this Declaration.

**SECTION 3. Association Responsibilities.** The Association, acting through its membership or its Board of Directors, as the case may be, shall have the responsibility of (a) enforcing and administering the terms of this Declaration, (b) establishing and collecting assessments and

arranging for the management and the maintenance of the common property and/or landscape areas to the extent that such maintenance is not otherwise undertaken by the City or other governmental authority.

SECTION 4. By-Laws. The Association may adopt such By-Laws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association and may be changed from time to time, as the Association deems advisable. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners in accordance with the provisions of this Declaration.

SECTION 5. Voting Rights.

- a) There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting to the Association (“voting member”). The voting member may be the Owner or may be a person designated in writing by such owner to act as Proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person, the voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes may be cast on behalf of any Lot Ownership.
- b) During any period in which a Lot Owner shall be in default in the Payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

SECTION 6. Meetings.

- a) Location/Quorum. Meetings of the voting members shall be held at the Subject Property, or at such other reasonable location in the City of Yorkville, County of Kendall, Illinois, as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least twenty-five percent (25%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners. Withdrawal of a voting member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

- b) Annual Meeting. The initial meeting of the voting members shall be held upon not less than seven (7) days written notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members during the first quarter of each calendar year at such reasonable time and date as may be designated not less than thirty (30) days prior to the date fixed for such meeting.
- c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the voting members, or for any such purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the voting members having one-third (1/3) of the total votes and delivered not less than four (4) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this Declaration. The notices shall specify the date, time and place of the meetings and the matters to be considered.
- d) Notices of Meetings. Notices of meetings required to be given herein shall be delivered either personally or by mail to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the tax assesse of record for such lot, if no other address has been given to the Board.

#### SECTION 7. Board of Directors.

- a) At the initial meeting of the voting members, a Board of Directors shall be elected by a majority of the voting members. The three individuals receiving the largest number of votes for the offices of President, Secretary, and Treasurer, respectively, shall serve a term of two (2) years (notwithstanding resignation, removal, or other disqualification as provided in the By-Laws) and until their successors are elected and qualified. The Board of Directors shall be elected every two (2) years, at the annual meeting, as provided in the By-Laws. Board members shall serve the Association without compensation. For purposes of incorporating and initially managing the Association, Declarant will select an initial Board of Directors consisting of persons who may or may not be lol Owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Directors at said meeting. The initial meeting of the voting members shall be held within forty-five (45) days of the date that one hundred twenty-three (123) of the one hundred sixty-four (164) lots are sold, and title is transferred to third party homeowners.
- b) The members shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association, a Secretary who shall keep the minutes of the Board and Association and perform all the usual functions of a Secretary, and a Treasurer who shall keep the records of the Board and Association and perform all the usual functions of a Treasurer.

- c) Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the voting members (for the unexpired terms of said Board member's term) at a special meeting called for that purpose.
- d) At any meeting of the voting members duly called, any one or more of the voting members of the Board of Directors may be removed with or without cause by a two-thirds (2/3) majority of the voting members and a successor may then and there be elected to fill the vacancy (for the unexpired term) thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- e) Until the first Board of Directors is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.
- f) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

**SECTION 8. Powers and Duties of the Board of Directors.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts or things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including without limitation the following:

- a) To provide for the management, improvement, maintenance, repair and rehabilitation of the stormwater detention ponds and facilities, landscape areas (including but not limited to the entranceway and landscape islands), including the landscape buffers adjoining Kennedy Road, monument signage, and furthermore including, but without limitation, such maintenance and improvements as are from time to time required in order to maintain compliance with the applicable codes and regulations of the City and other applicable governmental authorities; and to cooperate with the City in the maintenance of the park situated within the subdivision.
- b) To enforce the terms of this Declaration and to enact such additional rules and regulations as are necessary for the use and enjoyment of the landscape areas, entranceway and landscape islands.

- c) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any annual or special assessment against his Lot, and to collect the same, all in accordance with this Declaration.
- d) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association and the Board against such risks as the Board may in its discretion deem appropriate, provided however, that in no event shall comprehensive general liability insurance coverage be in an amount of not less than One Million Dollars (\$1,000,000.00) for each person and each occurrence.
- e) To pay all other costs and expenses in connection with the performance of the functions set forth herein.
- f) To execute such grants of easement, not inconsistent with the easements specified in Article V hereof, as may be necessary to any utility company or provider servicing the Subject Property.
- g) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select.
- h) To authorize any officer or officers, agent or agents of the Association to enter into contracts and to execute and deliver instruments in the name of and on behalf of the Association.
- i) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the board or his agent or attorney, for any proper purpose, for a reasonable amount of time.
- j) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration, which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages in the Lots.
- k) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Lot Owners by the By-Laws or this Declaration.

**SECTION 9. Indemnity of Board of Directors.** The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners for any mistake of judgement or any sets or emissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such member or officers against all contractual liability to



others arising out of contracts made by such Board members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

SECTION 10. Decisions of the Board are Binding. In the event of any dispute or disagreement between the Lot Owners relating to the landscape areas, entranceway or landscape islands, or any question of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

#### **ARTICLE IV** **ASSESSMENTS**

SECTION 1. Lien and Personal Obligation of Assessments. Notwithstanding Contractor's obligation to maintain, at Contractor's expense, all designated common area, detention facility and monument signage in the Subdivision until the sooner of: (1) the date the first general election is held and the Association is turned over to the third party homeowners or (2) the date that the Construction and Sale Agreement by and between Declarant and Contractor is terminated, the Declarant, for each Lot improved with an occupiable Dwelling Unit owned by it, hereby covenants to pay to the Association, subject to the conditions and limitations expressed in Section 4 of this Article IV, and each Lot Owner other than the Declarant, by acceptance of the deed to his Lot Ownership improved with a Dwelling Unit, shall be deemed to covenant and agree to pay to the Association annual assessments or charges (which the Board may elect to bill on a monthly or semi-annual basis to the Lot Owners), and special assessments as hereinafter may be authorized, fixed, established and collected from time to time as hereinafter provided. All such annual and special assessments, together with interest, if any, and costs of collection thereof, including attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment becomes due. Until such time as the Association is created and the first Board of Directors elected by the Lot Owners is installed, all assessments shall be paid to Declarant to be used for the purposes as set forth in this Declaration.

SECTION 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the Lot Owners use and benefits from all common areas, including stormwater detention areas, landscaping, entranceway and landscape islands, and for defraying the costs incurred by the Association in carrying out all of the responsibilities of the Association, including all of the Powers and Duties as set forth in Article III Section 8 herein.

SECTION 3. Amount of Annual Assessment. Until the first annual meeting of the Association, the amount of the annual assessment shall be determined by the Declarant. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual

meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots improved with Dwelling Units, on an equal basis. In the event that the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, the amount of the Annual Assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members.

SECTION 4. Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot Improved with a Dwelling Unit for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the landscape areas, entranceway or landscape islands, landscape berms and stormwater detention facilities, provided that such special assessment shall have the assent of fifty one percent (51%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Quorum for any Action Required Under Sections 3 and 4. The quorum required for any action authorized by Section 3 and 4 of this Article IV, together with such other actions duly noticed to be considered at such meeting shall be as follows: At the first meeting of voting members called pursuant to Sections 3 and 4 of this Article IV, the presence in person or by written proxy shall constitute a quorum. If the required quorum is not forthcoming at such meeting, subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, until a quorum of one-half (1/2) of the required quorum at the first such meeting is met.

SECTION 6. Date of Assessment. The Declarant, until the first annual meeting of voting members, and thereafter the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments, as it may deem appropriate.

**SECTION 7. Initial Assessment Reserve.** Each third-party homeowner of a Lot agrees that at the time of the initial home purchase closing, said homeowner shall be charged and shall pay a Two Hundred Forty Dollar (\$240.00) initial maintenance fee as a reserve against future expenses of the operation of the Homeowner's Association.

**SECTION 8. Effect of Nonpayment of Assessment, Remedies of Association.**

If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon, a late charge of One Hundred Dollars (\$100.00), and cost of collection thereof as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns until paid. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date, the assessment shall bear interest from the due date at an interest rate of one and one-half percent (1.5%) per month or the maximum rate allowable by law, whichever is less, and the Association may bring a motion against the Owner personally obligated to pay the same and to foreclose the lien against the property or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event that a Judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of this action.

**SECTION 9. Subordination of the Lien to Certain Encumbrances.**

Notwithstanding anything contained to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed in the nature of a mortgage now or hereinafter placed against the Subject Property or any lot therein; provided, however, that such subordination shall apply only to the assessments and liens which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments or charges becoming due nor from the lien of any such subsequent assessment or charge.

**ARTICLE V**  
**EASEMENTS**

**SECTION 1. Public Utility, Drainage and Storm Water Retention Easements.** Pursuant to the Final Plats, the Declarant has granted certain easements for public utilities and drainage to the City and other named common carriers and franchisees of the City. Said easements and the locations thereof are identified on the Final Plats. Pursuant to said easements, the City and other parties benefited thereby shall have the perpetual right, privilege and authority to use the easement premises in the manner set forth on the Final Plats and each individual Owner of a Lot within the Subject Property shall maintain the easement premises located on his lot and shall keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plats. No alteration, modification of berm swales, detention areas or appurtenances shall be made without the consent of the United City of Yorkville Public Works Director and Zoning Officer.

SECTION 2. Storm Water Easement.

Declarant, as owner of fee simple title to Lot 1 and Lot 3 of Plat of Subdivision Menard's Commercial Commons Yorkville, Illinois ("Menard's Commercial Commons"), recorded as document number 200200011411, in the Office of the Kendall County Recorder, Kendall County, Illinois, and, as owner of fee simple title to Lot 166 in Final Plat of Prairie Meadows Subdivision, recorded as document number 200400029369, in the Office of the Kendall County Recorder, Kendall County, Illinois, grants for each individual Owner of a Lot within the Subject Property, a nonexclusive easement over, across, under, and upon that portion defined as the Storm Water & Detention Easement, as shown on Exhibit B attached hereto, for drainage, collection, retention, and distribution of surface water from the respective Lots.

The Association shall operate, maintain, and repair the storm water detention ponds (the "Detention Ponds") located in the Storm Water & Detention Easement areas for the benefit of the Lots subject to reimbursement as provided herein.

The Association shall have the right to enter over and upon such portions of the Prairie Meadows Subdivision as reasonably necessary to perform the operation, maintenance, and repair of the Detention Ponds, including the right to bring maintenance vehicles onto such Lots.

Menard's Commercial Commons and Prairie Meadows Subdivision both utilize the Detention Ponds. As a result of this shared usage, the actual costs and expenses of operation, maintenance, and repair of the Detention Ponds shall be allocated according to a mutually agreed upon Detention Pond Maintenance Cost Sharing Agreement to be executed by and between the Association and Declarant.

The actual costs and expenses allocated to Prairie Meadows Subdivision under the aforementioned Detention Pond Maintenance Cost Sharing Agreement for the operation, maintenance, and repair of the Detention Ponds shall be shared by the Lot Owners, their successors and assigns, and prorated on the basis of the size of each Owner's Lot compared to the size of the whole Subdivision, expressed as a percentage ("Detention Pond Maintenance Cost"). However, in the event that any costs or expenses are incurred due to the acts or actions of a party, then those costs or expenses shall be allocated solely to that party and shall not be pro-rated between the parties.

The Association shall furnish the Lot Owners with a statement of the actual amount of his pro rata share of the Detention Pond Maintenance Cost ("Reimbursement Statement"). Failure of the Association to provide the Reimbursement Statement does not release any party from its obligation to pay its pro rata share. Upon request of a Lot Owner, the Association shall provide to the said Lot Owner reasonable supporting documentation evidencing the expenditures shown on the Reimbursement Statement.

Each Lot Owner shall pay to the Association their respective share of the Detention Pond Maintenance Cost pursuant to the provisions of Article IV of this Declaration.

Declarant, in its sole discretion and to the extent permitted by law, shall have the right to reconfigure and/or relocate the Detention Ponds, and all associated storm sewer lines, at its sole discretion, and grant usage rights to additional users and/or parcels, provided alternative storm water management facilities become available for the Lots. Any of the above-mentioned

modifications to the Retention Pond shall be at the sole cost and expense of the Owner of the Menard Parcel.

In the event of the failure of the Association, in Declarant's sole discretion, to cost effectively maintain and operate the Detention Ponds in a good, orderly, neat and healthy condition and the Association's failure to bring said maintenance into compliance within five (5) days following written notice thereof from Declarant, Declarant shall have authority to enter upon the Detention Pond areas and cause such maintenance to be performed in a reasonable manner, but shall not be obligated to do so, and all costs incurred by Declarant as a result thereof, plus the additional amount of fifteen percent (15%) of such costs shall be paid by the Association to Declarant within three (3) days following Declarant's written request therefor. Should the Association fail to make payment to Declarant within three (3) days, then the Association will be responsible for the amount owed, plus interest thereon at the rate of twelve percent (12%) annum from the date of demand until payment in addition to all reasonable attorney fees and costs incurred by Declarant in collection of such amount due.

**SECTION 3. Easement to Run with the Land.** All easements on or with respect to any Lot or Dwelling Unit within the subject property as established by the Final Plats or this Declaration are easement(s) appurtenant to and running with the land perpetually in full force and effect, and at all time shall inure to the benefit of and be binding on the parties identified in such easement and any Owner, occupant, purchaser, mortgagee and other persons having an interest In any Lot upon which such easement is located, and its heirs, grantees, successors and assigns.

## **ARTICLE VI** **MAINTENANCE COVENANTS**

**SECTION 1. Landscape and Entranceway Maintenance.** All landscape material located upon the landscaped areas, landscaped islands, entranceways, berms and adjacent to stormwater detention ponds, shall be cared for, maintained and replaced (collectively Maintenance") by the Association, at the Association's expense, as from time to time may be required to keep the same in a good orderly neat and healthy condition. The Association shall have the authority, unless otherwise provided for in this Declaration to solicit the cooperation of the Lot Owners adjacent to all or any of the landscape areas and/or islands to provide for the mowing and water of said areas. For those Lot Owners participating in such cooperative efforts, the Association shall establish a reimbursement program to reimburse the Lot Owners for the reasonable expenses for gasoline and water incurred by them, as well as for such Lot Owners' time in carrying out such activity. In the event that the Association is unable to provide for cooperative Lot Owner maintenance of any landscape area or island, the Association shall retain a professional landscape service to perform such obligations.

**SECTION 2. Lot Landscaping.** The maintenance of the landscape materials located upon a Lot (excluding landscaping berms, which shall be maintained as provided in Section 1 of this Article VI) shall be carried out by the Owner of such Lot at such Owner's expense. An Owner shall have the right, from time to time, to add to, adjust and rearrange the landscaping material

(excluding those landscaping materials maintained as provided in Section I of this Article VD) located upon such Owner's lot. All landscaping and yard materials located upon a Lot shall be maintained in a good, orderly, neat and healthy condition, free from disease and pest infestation. In the event of the failure of an Owner to carry out the maintenance of the landscaping material (including periodic mowing of grass) upon his Lot in reasonable compliance with the requirements of this Section and upon such Owner's failure to bring said maintenance in compliance within five (5) days following written notice thereof from the Association, the Association shall have the authority to enter upon such Lot and cause such maintenance to be performed in a reasonable manner, and all costs incurred by the Association as a result thereof, plus the additional amount of fifteen percent (15%) of such costs shall be paid by the Owner of such Lot to the Association within three (3) days following the Association's written request therefor. Should Owner fail to make payment to the Association within three (3) days, then Owner shall be responsible for the amount owed, plus interest thereon at the rate of twelve percent (12%) per annum from the date of demand until payment in addition to all reasonable attorney fees and costs incurred by the Association in collection of such amount due, and such amount due shall constitute an additional assessment against such Lot and a lien thereon, enforceable in the manner of other assessment liens as provided in this Declaration.

**SECTION 3. Right of Entry.** For the purpose of carrying out the rights and responsibilities of the Association under this Article VI, the Declarant or Association, as the case may be, through its duly authorized agents or contractors, shall have the right to enter upon any Lot at any reasonable hour, provided that no entry shall be made to the interior of any portion of any dwelling unit without prior notice to and consent of the owner thereof.

**SECTION 4. Special Tax Service Area.** The Declarant and its representatives have consented to the creation of a Special Tax Service Area, as allowed and permitted under Illinois Compiled Statutes, for the purpose of providing a back-up method of providing for the financing of Homeowners Association responsibilities for maintenance and repairs, all set forth in these Covenants. Each Lot Owner, by acceptance of title or deed to each Lot consents to the creation of said Special Tax Service Area and the potential burdens imposed thereby.

## **ARTICLE VII** **USE RESTRICTIONS**

**SECTION 1. Land use and Building Type.** All lots subject hereto shall be used for single family, private residential purposes, only. No gainful occupation or profession, or other non-residential use, shall be conducted on any lot(s) or in any building located on any lot(s). No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which is or may be or become an annoyance or nuisance to the neighborhood.

**SECTION 2. Dwelling Quality and Size.** All dwellings shall be constructed in accordance with the requirements of the applicable zoning ordinances and building and other codes of the United City of Yorkville, Kendall County, Illinois. In no instance shall any structure be approved where the same will or may interfere with the public safety.

In any event, the ground floor living area of each dwelling, exclusive of attached garage, carports, patios, open terraces, courts, breezeways, and basements shall be:

Single Family Homes:

The following restrictions apply to Lots 1 through 164:

- a) For one story homes — not less than 1,600 square feet;
- b) For homes of more than one story — not less than a total square footage of 2,000 square feet in the entire two story residence;
- c) No tri-level or raised ranch construction, or dwelling more than thirty (30) feet in height, shall be permitted in the subdivision.

Basements shall not be considered living area for the purpose of computing square footage in the foregoing provisions.

No building shall be erected, re-erected, or maintained on any lot except one building, erected for occupancy by one family, a private attached or detached garage or a garage forming an integral part of the dwelling containing, in total, not less than two (2) parking spaces and one (1) accessory or out-building constructed in accordance with the restrictions of Section 8 of this Article. Said accessory building or out-building shall be constructed of the same materials and shall be in architectural harmony with the dwelling constructed on the Lot. No such accessory or out-building shall be constructed prior to the issuance of an occupancy permit for the dwelling structure constructed on the Lot.

SECTION 3. Antenna and Solar Heating Systems. No solar heating system, dish-type antenna or tracking device utilized to receive or intercept satellite transmissions, or any form of antenna, shall be located or used on any Lot within the Subject Property unless fully enclosed within the Dwelling Unit on the Lot. No television or radio tower, antenna or dish, except mounted on a roof, and not exceeding twenty-four (24) inches in diameter, for transmitting or receiving signals shall be located or utilized on any Lot.

SECTION 4. Recreational, Commercial and Inoperable Vehicles. No commercial or recreational vehicles of any type, including, without limitation boats, trailers, campers, motor homes, airplanes and other such vehicles and equipment shall be parked or stored, for more than ten consecutive days, on any Lot unless the same is parked or stored in a fully enclosed garage or structure. In addition, no commercial or recreational vehicles shall be parked overnight on any street contained within the subdivision.

SECTION 5. Sodding and Seeding of Yards. The front yard shall be sodded and the side and rear yards shall either be sodded or seeded on each Lot during the first growing season following the issuance of the occupancy permit for the Dwelling Unit on such Lot.

SECTION 6. Lot Grading. Following the issuance of any occupancy certificate by the City for a Lot, such Lot shall be graded, and such grades shall be maintained in substantial

compliance with the master grading plan affecting such Lot, as approved by the appropriate governmental body.

SECTION 7. Construction Materials. In no event shall any dwelling, house, garage or other structure be constructed with the use of roll paper exterior siding or imitation brick or shingle exterior siding of asphalt or granule composition, it being the intention and purpose of these Covenants to assure that all dwellings erected thereon shall be of good quality, workmanship and materials. All materials used in the construction of any structure must be new, except that non-new materials, reasonable in both quality and quantity, may be used for decorative purposes only.

SECTION 8. Accessory Structures.

- a) Any accessory structure, outbuilding, storage shed, gazebo, child's playhouse or deck constructed shall be constructed of materials pursuant to Section 7 of this Article VI. The building height of which shall not exceed eleven (11) feet at its peak and which only may be constructed in the rear yard of lots within the development.
- b) The Homeowner's Association shall provide a letter of approval to submit to the City consenting to the construction of the proposed accessory structure or detailing reasons for rejecting approval within twenty-one (21) days of a request by a Lot owner for the construction of an accessory structure.

SECTION 9. Compliance with Applicable Law. No structure, building or construction of any kind shall be erected, placed or permitted on the Subject Property or any part of it except in full compliance with then applicable laws, ordinances, codes and regulations of any governmental entity having jurisdiction thereof.

SECTION 10. Driveways. Access driveways and other areas for vehicular use shall be erected and maintained on every Lot. Adequate off-street parking spaces shall be provided by the Owner of each individual Lot to avoid any habitual use of on-street parking. The driveway may be counted in computing such off-street parking. Said driveway approach and driveway shall be paved within six (6) months of the issuance of an occupancy permit for the dwelling with either concrete or blacktop and shall be constructed in such a manner as to prevent erosion.

SECTION 11. Fences.

- a) Fences may not be built except in accordance with the applicable law or ordinances of the City. In no event shall fencing of any type be permitted on a Lot between the front elevation of the Dwelling Unit and the edge of the adjacent street right-of-way on which the Dwelling Unit fronts. No fencing of over five (5) feet in height shall be permitted.
- b) Invisible fencing is a permitted use that may be located on the perimeter of any lot within the development.
- c) No chain link fencing shall be permitted, except for dog runs which shall be permitted only in the rear yard of a Lot (but shall not be permitted at the perimeter boundary of any Lot, and every effort shall be made to locate said dog runs adjacent to the dwelling



units situated on the Lots) which shall not exceed five (5) feet in height and enclose more than seventy-five (75) square feet.

**SECTION 12. Signs.** No signs, entry monuments or subdivision identification pylons of any kind or for any use or purpose whatsoever shall be erected, posted, painted or displayed upon any Dwelling Units or yard areas pertaining to such Dwelling Units except for those signs, entry monuments or subdivision identification pylons, mailboxes or address plates constructed or approved by Declarant or the Association as the case may be. This restriction shall not be construed to prohibit or restrict the rights of an Owner to display or have displayed on his property, insofar as permitted by applicable law or ordinance, a sign of customary and reasonable dimensions, advertising and promoting the sale of a Dwelling Unit, nor shall it limit signage utilized as a part of the identification and marketing of model homes located within the Subject Property as approved by Declarant.

**SECTION 13. Real Estate Taxes.** Each owner shall be responsible for all real estate taxes and special assessments levied with respect to his Lot Ownership.

**SECTION 14. Restriction Applicable.** Where the terms and conditions of this Declaration differ or conflict with the applicable laws and ordinances, the terms, condition, law or ordinance which is most restrictive and which best serves the objective of creating a residential community and which preserves the Subject Property's natural attributes shall apply.

**SECTION 15. Owner Responsibility.** Each owner shall be responsible for enforcing compliance with this Declaration and the By-Laws of the Association by each occupant of said owners dwelling unit and shall be responsible for the failure of any such occupant to so comply.

**SECTION 16. Rubbish.** The burning of trash or rubbish on the Subject Property shall be prohibited. The burning of leaves shall be subject to applicable law or ordinances.

**SECTION 17. Casualty Insurance/Obligation to Repair and Rebuild.**

Unless otherwise provided by the Declarant or Association, as the case may be, each Owner shall at all times maintain with a reputable insurance carrier, licensed to do business in Illinois, replacement value hazard insurance, all risk coverage, for his Dwelling Unit. A copy of the policy of Insurance shall be deposited with the Declarant or Association, as the case may be, by each Owner. In the event of any damage or destruction to a Dwelling Unit due to casualty of any form, the Owner shall promptly and diligently cause such Unit to be repaired, replaced or reconstructed in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty (or such new construction which shall comply with the requirements herein). Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs. In the event an Owner fails to maintain such insurance, or maintains such insurance in an amount deemed to be inadequate by the Declarant or Association, the Declarant or Association, as the case may be, may elect to procure or increase the same in an amount it deems appropriate, and all costs incurred by the Declarant or Association as the result thereof plus fifteen percent (15%) for overhead and handling of the Declarant or Association shall be paid by the Owner to the Declarant or Association. Non-payment by the Owner of such amount shall give rise to a lien against the Owner's lot in favor of the

Declarant or Association, as the case may be, subject to the same enforcement and interest provisions contained in Article IV of this Declaration.

**SECTION 18. Exterior Lighting.** No exterior lighting other than wall mounted residential lights shall be utilized without the Owner of said Lot having first obtained approval from the Homeowner's Association.

**SECTION 19. Streets and Street Lighting.** All streets and street lighting (if applicable) constructed within a public right-of-way shall be owned and maintained by the City, at the City's expense.

**SECTION 20. Sidewalks and Parkway Trees.** The Owner of each individual Lot in the subdivision shall be required to install the sidewalk in accordance with City specifications as a condition to the issuance of the final occupancy permit. In the event that weather conditions are not appropriate, then the Owner of each Lot, as a condition to the issuance of the final occupancy permit, shall be required to submit to the City a bond to insure the installation of the sidewalk once weather conditions permit. In addition, the Owner of each individual Lot shall be required to plant the parkway tree or trees, as required by City ordinances, as a condition to the issuance of the final occupancy permit. In the event that weather conditions are not appropriate, then the Owner of each Lot, as a condition of the issuance of the final occupancy permit, shall be required to submit to the City a bond to insure the installation of the tree or trees once weather conditions permit.

**SECTION 23. Damage to Public Streets, Curbs, Sidewalks and other Subdivision Improvements.** Each individual Lot Owner shall be responsible for any damage caused to subdivision streets, curbs and gutters, sidewalks, parkway trees, and other public subdivision improvements caused by such Lot Owner or by his, her or their agents, contractors or subcontractors and shall be liable for the cost of repair and replacement to any damaged subdivision improvements.

**SECTION 24. Application of Restrictions to Declarant.** Declarant has undertaken the work of developing all lots included within the subdivision. The completion of that work and the sale, rental or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing community. In order that such work may be completed and the subdivision be established as a fully occupied community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors or subcontractors of Declarant or Declarant's assignees from doing on any part or parts of the subdivision owned or controlled by Declarant whatever it determines may be reasonably necessary or advisable in connection with the completion of such work.

## **ARTICLE VIII** **DECLARANT'S RIGHTS RESERVED**

**SECTION 1. Easements.** Notwithstanding any provisions herein to the contrary, the easements granted or referred to under Article V of this Declaration shall be subject to:

- a) The right of the Declarant to take any and all actions affecting the Subject Property which, in the Declarant's opinion are desirable and appropriate in connection with the Declarant's rights hereunder, provided any such action does not unreasonably interfere with the property rights of any Owner.
- b) Easements of record on the date hereof and any easements which may hereafter be granted by the Declarant to any public utility or governmental body for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes or any other utility services serving any Dwelling Unit or as otherwise specified in such easements.
- c) The vacation or relocation of easements by the Declarant pursuant to agreement with the City to facilitate the service of utilities to all or any portion of the Subject Property or to eliminate a particular hardship which would otherwise be experienced by an Owner.

SECTION 2. Construction and Sales Facilities. Declarant shall have the right to construct, operate and maintain and to authorize others pursuant to the provisions of Section 24 of Article VII of this Declaration to construct, operate and maintain structures approved by Declarant located within the Subject Property throughout the period of construction and sales of Lots and Dwelling Units located within the Subject Property or any portion thereof.

SECTION 3. Exceptions. Except for the rights granted to the City, Declarant, for itself only, reserves the right to enter into written agreements without the consent of any Owner to deviate from any or all of the provisions set forth herein in the event that there are practical difficulties or particular hardships evidenced by any Owner of any Lot in the subject property. Any deviation so approved shall not constitute a waiver of the right of the Declarant or any Owner to enforce against any other Lot within the Subject Property, the provisions deviated from, nor shall the Declarant have the obligation to extend or grant such deviation to any other Lot within the Subject Property.

SECTION 4. General Authority. Declarant shall have the right to execute all documents and undertake any actions affecting the Subject Property, and any portions thereof, which in Declarant's sole and absolute discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

SECTION 5. Assignment of Declarant's Rights. Declarant, its successors or assigns, Shall have the right to transfer and assign all or any of its rights, privileges, easements, powers and duties herein retained or reserved by Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment and specifically referencing this Declaration and the provisions assigned, which shall be effective when recorded in the office of the Recorder of Deeds of Kendall County, Illinois and Declarant, its successors and assigns shall thereupon be relieved and discharged from every duty so vested in the transferee. All rights reserved or granted hereunder to the Association shall be deemed reserved and granted to the Declarant until such time Declarant assigns such rights to the Association following Declarant's establishment of the Association.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**SECTION 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owner of any land subject to this Declaration or portions thereof, and the City and their respective legal representatives, heirs, grantees, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive twenty (20) years each unless an instrument signed by a majority (51%) of the then owners of the Lots agreeing to change these covenants in whole or part.

**SECTION 2. Amendment.** This instrument and its effects shall not at any time hereafter be modified, amended or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all Lot Ownership to which such provision applies, or such other percentage of Lot Ownership as otherwise expressly provided in this Declaration. No amendment purporting to affect any right of the City provided herein shall be effective unless such amendment is duly approved and executed by the City. No amendment shall be effective until duly executed, acknowledged, and recorded in the Office of the Recorder of Deeds, Kendall County, Illinois.

**SECTION 3. Severability.** If any provision of this Declaration or any section, sentence, clause, phrase, or word hereof, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and of the application of any provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

**SECTION 4. Headings.** The headings, subheadings and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

**SECTION 5. Rights and Obligations.** Each grantee of Declarant by the acceptance of a deed conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, and shall be taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in sold land, and except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant unless otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kendall County Recorder's Office.

**SECTION 6. Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

**SECTION 7. Remedies for Breach of Covenants, Restrictions and Regulations.**

- a) **Default.** In the event of any default of any Owner under the Provisions of this Declaration or any amendments hereof, Declarant, the Association, other owners and the City shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceedings for enforcement of any lien or for damages or for injunction or specific performance, or for judgement for payment of money and collection thereof, or for any combination of remedies, or for such other owners or the City in connection with such actions or proceedings, including court costs and attorney fees and other fees and expenses shall be charged to and assessed against such defaulting owner.
- b) **No Waiver of Rights.** The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision, covenant or condition in the future, irrespective of the number of violations, defaults or breaches which may occur.
- c) **Remedies Cumulative.** All rights, remedies and privileges granted to Declarant, the Association, Owners or the City pursuant to any terms, provisions, covenants or conditions of this Declaration shall be considered to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude Declarant, the Association, Owners or the City thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted to Declarant, the Association, Owners or the City at law or equity.

**SECTION 8. Limited Application.** Nothing contained in the Declaration shall be construed to apply to any property other than the Subject Property.

**SECTION 9. Conflict.** In the event of a conflict between any provision in this Declaration and an express provision contained on the Final Plats, the provision of the Final Plats shall prevail.

**SECTION 10. Recitals and Paragraph Headings.** The recitals set forth at the beginning of the Declaration and the exhibits attached hereto are incorporated into and made part of the substance of this Declaration.


**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the DECLARANT has caused this instrument to be executed, acknowledged, and attested to by its undersigned.

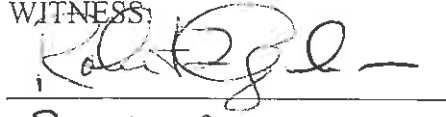
EXECUTED ON:

DECLARANT: MENARD, INC.

This 14 day of Dec, 2004

by:   
Marv Prochaska  
Vice President

WITNESS:

  
Robert L. Geske

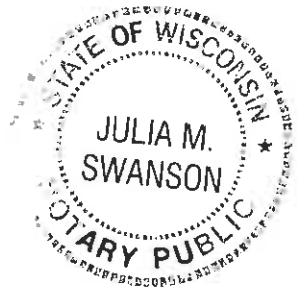
## ACKNOWLEDGEMENT

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF EAU CLAIRE)

On this 14 day of December, 2004, before me a Notary Public within and for this County and State, personally appeared Marv Prochaska to me personally known, who, being by me duly sworn did say that he is the Vice President of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation by authority of its Board of Directors and that Marv Prochaska, Vice President acknowledged this instrument to be the free act and deed of Menard, Inc.

Julia M. Swanson  
Notary Public Eau Claire County  
My Commission: Expires October 8, 2007.

THIS INSTRUMENT DRAFTED BY:  
Jamie D. Radabaugh  
Corporate Counsel  
Menard, Inc.  
Properties Division  
4777 Menard Drive  
Eau Claire, WI 54703  
Phone: (715) 876-2224  
Fax: (715) 876-5960

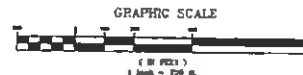
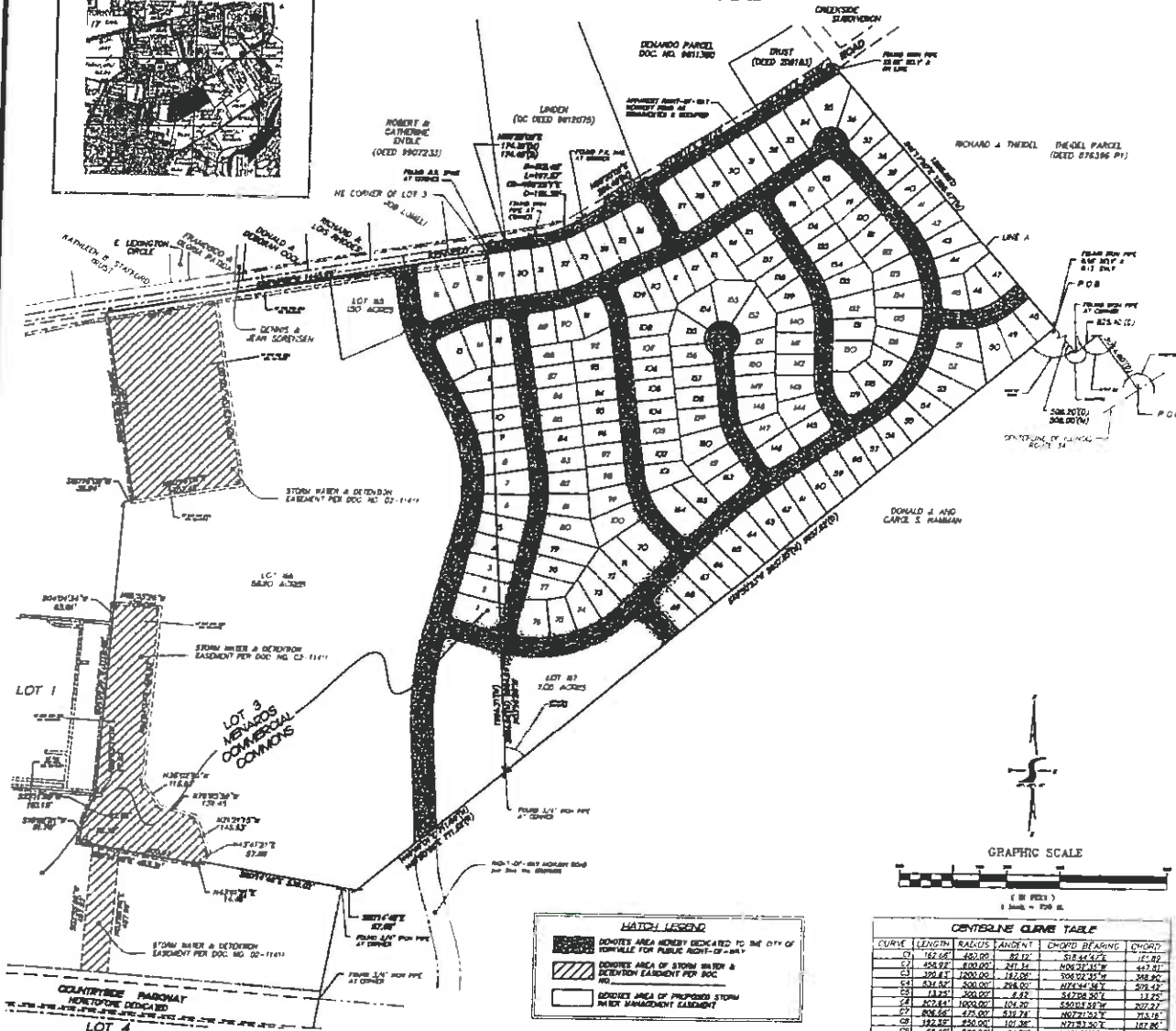
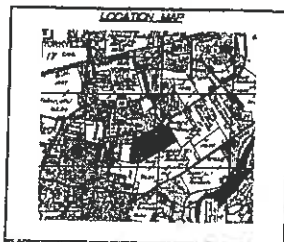


## **EXHIBIT A**

LOTS 1 THROUGH 164 IN FINAL PLAT OF PRAIRIE MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED THE 20TH DAY OF OCTOBER 2004 WITH THE KENDALL COUNTY RECORDERS OFFICE AS DOCUMENT 200400029369, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 21 AND PART OF THE WEST  
HALF OF SECTION 22, AND ALSO THAT PART OF LOT 3 OF MEADOWS COMMERCIAL CORP.,  
BEING A SUBDIVISION OF PART OF SECTIONS 21, 22 AND 23, TOWNSHIP 37 NORTH, RANGE 2  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE UNITED VILLAGE OF JEFFERSON, MINNESOTA.



The diagram shows a horizontal line with several segments, each labeled with a line type and its definition:

- CENTERLINE**: A solid line.
- BOUNDARY LINE**: A dashed line.
- RIGHT OF WAY LINE**: A line with short, frequent dashes.
- LOT LINE**: A line with long, frequent dashes.
- BUILDING SETBACK LINE**: A line with a series of 'v' marks.
- EASEMENT LINE**: A line with a series of 'u' marks.

P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
D & U.E. = DRAINAGE AND UTILITY EASEMENT  
S.W.E. = SIDE WALK EASEMENT  
S.W.M. = STORM WATER MANAGEMENT  
S.E. = SCREENING EASEMENT  
T.R.E. = TEMPORARY ROADWAY EASEMENT  
B.S.L. = BUILDING SETBACK LINE  
L.E. = LANDSCAPE EASEMENT

[illegible]

## Area Summary

Single Family Lots	53.89%	acres
Lots 165 E 166	59.66%	acres
Lots 167	7.05%	acres
Right-of-Way	20.4%	acres
<b>Total Area</b>	<b>140.7%</b>	<b>acres</b>

CURVE	LENGTH	RADIUS	ANGENT	CHORD BEARING	CHORD
C1	1.00	100.00	0.01745	90.00000°	1.00000
C2	1.50	75.00	0.02618	89.98426°	1.49849
C3	2.00	50.00	0.03491	89.95852°	1.99698
C4	2.50	37.50	0.04363	89.92478°	2.49547
C5	3.00	30.00	0.05236	89.88304°	2.99396
C6	3.50	25.00	0.06109	89.83330°	3.49245
C7	4.00	20.00	0.06982	89.77556°	3.99094
C8	4.50	16.67	0.07855	89.71082°	4.48943
C9	5.00	14.29	0.08728	89.63908°	4.98792
C10	5.50	12.73	0.09601	89.56034°	5.48641
C11	6.00	11.25	0.10474	89.47460°	5.98490
C12	6.50	10.00	0.11347	89.38186°	6.48339
C13	7.00	8.75	0.12220	89.28212°	6.98188
C14	7.50	7.69	0.13093	89.17538°	7.48037
C15	8.00	6.75	0.13966	89.06164°	7.97886
C16	8.50	5.88	0.14839	88.94090°	8.47735
C17	9.00	5.00	0.15712	88.81316°	8.97584
C18	9.50	4.21	0.16585	88.67842°	9.47433
C19	10.00	3.50	0.17458	88.53668°	9.97282
C20	10.50	2.86	0.18331	88.38794°	10.47131
C21	11.00	2.31	0.19204	88.23220°	10.96980
C22	11.50	1.82	0.20077	88.06946°	11.46829
C23	12.00	1.43	0.20950	87.90072°	11.96678
C24	12.50	1.10	0.21823	87.72598°	12.46527
C25	13.00	0.87	0.22696	87.54524°	12.96376
C26	13.50	0.70	0.23569	87.35850°	13.46225
C27	14.00	0.57	0.24442	87.16576°	13.96074
C28	14.50	0.46	0.25315	86.96702°	14.45923
C29	15.00	0.38	0.26188	86.76228°	14.95772
C30	15.50	0.31	0.27061	86.55154°	15.45621
C31	16.00	0.25	0.27934	86.33480°	15.95470
C32	16.50	0.20	0.28807	86.11206°	16.45319
C33	17.00	0.16	0.29680	85.88332°	16.95168
C34	17.50	0.13	0.30553	85.64858°	17.45017
C35	18.00	0.11	0.31426	85.40784°	17.94866
C36	18.50	0.09	0.32299	85.16110°	18.44715
C37	19.00	0.08	0.33172	84.90836°	18.94564
C38	19.50	0.07	0.34045	84.64962°	19.44413
C39	20.00	0.06	0.34918	84.38488°	19.94262
C40	20.50	0.05	0.35791	84.11414°	20.44111
C41	21.00	0.04	0.36664	83.83740°	20.93960
C42	21.50	0.04	0.37537	83.55466°	21.43809
C43	22.00	0.03	0.38410	83.26592°	21.93658
C44	22.50	0.03	0.39283	82.97118°	22.43507
C45	23.00	0.03	0.40156	82.67144°	22.93356
C46	23.50	0.02	0.41029	82.36670°	23.43205
C47	24.00	0.02	0.41902	82.05696°	23.93054
C48	24.50	0.02	0.42775	81.74222°	24.42903
C49	25.00	0.02	0.43648	81.42248°	24.92752
C50	25.50	0.02	0.44521	81.09774°	25.42601
C51	26.00	0.01	0.45394	80.76800°	25.92450
C52	26.50	0.01	0.46267	80.43326°	26.42299
C53	27.00	0.01	0.47140	80.09352°	26.92148
C54	27.50	0.01	0.48013	79.74878°	27.41997
C55	28.00	0.01	0.48886	79.39904°	27.91846
C56	28.50	0.01	0.49759	79.04430°	28.41695
C57	29.00	0.01	0.50632	78.68456°	28.91544
C58	29.50	0.01	0.51505	78.31982°	29.41

FINAL FLAT OF  
FRAGE MEADOWS  
SUBDIVISION  
TOKVILLE LINDS

REVISIONS	OWN BY:	INT:	DATE:	PROJECT NO.
1. DGG 02-25-04	GRJ		01-05-2004	MENA-030318-
2. JPH 5-19-04	DSH BTH	INT:	HORIZ SCALE:	SHEET NO.
3. DGG 05-18-04	DGG		1"=200'	
4. DGG 06-26-04	CHK BY:	EXT:	VERT SCALE:	
5. DGG 07-12-04	DGG		-	25 4

1. AMENDED APPROXIMATE -  
 BOX = INFORMED SERVICE LINE  
 D = INFORMED SERVICE  
 S = PUBLIC UTILITY LOCATION  
 FOR = POINT OF BEGINNING  
 POB = POINT OF COMMENCEMENT

2. THIS INSTRUMENT IS BOUND BY THE CORPORATE LIMITS OF THE CITY OF VERMILION.

3. 1/4" STOOD MOOD SET AT ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 3/4" STOOD MOOD WILL BE SET AT ALL INTERIOR CORNERS WITHIN 10 MONTHS OF REDEMPTION.

4. IMPROVED ALONG CORNERS ARE AND DISTANCES UNLESS OTHERWISE NOTED.

5. NO IMPROVEMENTS SHALL BE ASSUMED BY BEARING.

6. ALL BEARINGS AND DISTANCES ARE BASED ON A LOCAL COORDINATE SYSTEM.

7. NO DIRECT ACCESS TO ADJACENT ROAD FOR LOT 1 & COORDINATE LOT 16.

8. NO DIRECT ACCESS TO ADJACENT ROAD FOR LOT 16 THROUGH LOT 33 OR LOT 166.

9. LOT 167 SHALL BE CONSIDERED TO THE CITY OF VERMILION.

THIS PLAT PRODUCED BY:  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF KENDALL    )

**AMENDED BY-LAWS OF  
PRAIRIE MEADOWS HOMEOWNERS ASSOCIATION**

**ARTICLE 1  
NAME AND LOCATION**

The name of the Association is PRAIRIE MEADOWS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association is located at: 932 Canyon Trail, Yorkville, Illinois, 60560. And all meetings of Members and Officers shall be held at such place. The Association may also have offices at such other places both within and without the State of Illinois as the Board of Directors may from time to time determine or the business of the Association may require.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to PRAIRIE MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to all single family lots located within PRAIRIE MEADOWS SUBDIVISION that certain real property described in the attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (1) owned by the Association and (2) maintained by the Association under the Declaration for the common use and enjoyment of the Owners, such as landscape material located upon the landscaped areas, landscaped islands, entranceways, berms, and adjacent to stormwater detention ponds; common retention and detention areas; and areas for common subdivision signage, as shown in the Final Plats of Subdivision recorded for PRAIRIE MEADOWS SUBDIVISION with the Kendall County Recorder of Deeds.

Section 4. "Contractor" shall mean AMG Homes, Inc. or Its successors.

## **Prairie Meadows Architectural Control Committee Guidelines**

### **Purpose:**

To ensure the development of all property located within the Prairie Meadows Subdivision is in compliance with the Declaration of Covenants, Restrictions, and Easements, Article VII, Use Restrictions, Sections 2, 7, 10, 14, 15, 18, 20, and 23.

### **Plan Submissions:**

Plans covering the items listed in Article VII, sections listed above, must be submitted to the Architectural Control Committee for review and approval prior to the commencement of work.

### **Restrictions:**

The committee will base its review and decision solely on those standards described in the Covenants, Restrictions, and Easements and may not modify or expand upon those requirements.

### **Appeals:**

Committee decisions may be appealed to the Board of Directors for final decision.

### **Committee Membership:**

The Committee will be composed of five (5) homeowner members appointed by the Board of Directors. Two (2) members will be appointed to serve two (2) year terms and two (2) members will serve three (3) year terms. A fifth member will be a currently serving Board of Directors Officer.

### **Failure to Comply:**

In the event that an owner is not in compliance with the Architectural Control Committee Guidelines, including the failure to obtain approval of a plan prior to initiating construction, the Board of Directors shall serve notice on the Owner of the offending condition and provide the Owner with a period of time to remove or correct said condition at a time period to be fixed by the Board of Directors. The Board of Directors shall have the authority to remove or correct the offending condition if it is not remedied by the Owner within the prescribed period of time. The Board of Directors shall have the authority to pursue any remedy available to the Association to remove or correct the condition, whether by suit in law or in equity or otherwise. The Owner shall be charged for any and all costs and expenses incurred by the Association in correcting and/or removing the offending condition, including attorney fees.

## **Prairie Meadows Homeowner's Association**

### **Additional Architectural Standards**

- No dwelling of an identical front elevation or facade shall be constructed or located within (3) lots of each other
- A color change and change in the elevation or facade shall constitute dissimilarity.
  - Roof type
  - Roof height
  - Approximate dimension (height and length)
  - Shape of the front elevation silhouette
  - Location and sizes of windows on the front elevation
  - Reversing (mirroring) of the plan
  - Architectural style
- Wall surfaces
  - All dwellings wall surfaces shall incorporate materials previously allowed and approved and be in harmony with respect to existing dwellings.
  - Multiple colors of the same siding material is discouraged.
  - The front facade shall contain detailing with trim to be in harmony with existing homes.
  - All front facade entries shall have the same sort of overhang protection
  - The mix of multiple materials, i.e.: stone, brick, siding is encouraged on the front facade.
  - Front facade windows and doors shall have decorative surrounds unless encompassed in masonry.
- Roofs
  - All roofs shall be designed to be consistent with the style of the particular home design and within the existing homes in the subdivision.
  - No simple gable roofs shall be allowed, whether hip or gable. An attempt must be made to break up the main roofs by incorporation of architectural details particular to the style of the home, i.e.: dormers, cross gables, front porches.
  - All roofs must have a minimum 6/12 pitch front to rear and 8/12 side to side.
  - All roofs must have a minimum twelve-inch (12") overhang against any wall surface; no flush rakes will be allowed.
  - All roofing shall consist of architecturally dimensioned asphalt shingles, no three-tab shingles will be allowed.

STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF KENDALL    )

### CERTIFICATE

I, the undersigned, hereby certified that I am the duly elected, qualified acting President of the Board of Directors of the Prairie Meadows Homeowners Association, an Illinois not-for-profit corporation, and that the attached is a true, correct and accurate copy of the Amended Prairie Meadows Homeowners Association By-Laws, and that said By-Laws have been approved and adopted by a majority of the Directors on the Board of Directors of the Prairie Meadows Homeowners Association and a majority of a quorum of owners present at a Board meeting held on April 29, 2014 as provided for in the Illinois General Not For Profit Corporation Act of 1986 (805 ILCS 105/102.25)

IN WITNESS WHEREOF, I have hereunto set my hand this 18 Day Aug., 2014.

PRAIRIE MEADOWS  
HOMEOWNERS ASSOCIATION

Dan D. Chen  
As President of the Board of Directors

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT the above President of the Board of Directors of the Prairie Meadows Homeowners Association personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act.

Given under my hand and notarial seal this 18<sup>th</sup> Day of Aug., 2014.

Robin E. Guzman  
Notary Public

