



2006R08755

PRAIRIE CROSSING FIRSTSUBDIVISION
An Addition to the Village of Mahomet
Champaign County, Illinois

RECORDED ON
04/12/2006 11:09:13AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 90.00
RHSPS Fee: 10.00
REV FEE:
PAGES 28
PLAT ACT:
PLAT PAGE: 1

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

**OWNER'S CERTIFICATE
AND
RESTRICTIVE COVENANTS**

Prairie Crossing of Mahomet, LLC, as the record and legal owner of certain real estate (hereinafter "Owner"), make this certificate as to such real estate described as follows:

SEE ATTACHED EXHIBIT "A"

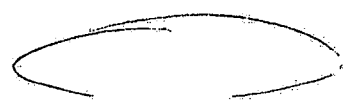
Owner states that the same was caused to be surveyed and platted by **James M. Whitkanack, professional Illinois land surveyor No. 3367**, under date of **March 30, 2006**, and the undersigned does hereby adopt, ratify and confirm the plat prepared by said Surveyor and name such subdivided real estate "**Prairie Crossing First Subdivision**", situated in The Village of Mahomet, Champaign County, Illinois, and the undersigned does hereby dedicate the tracts marked as "public utility and drainage easements, public sidewalk easements " as Easements to the public, for the public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the public for public use forever.

Owner hereby grants and dedicates for the use of the public as streets, all of the streets as are referenced and shown on said plat and each street shall be hereafter known by the respective names designated thereon.

Owner hereby dedicates perpetually the tracts shown on the Plat as utility and drainage easements, if any, to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, sidewalks, gas, telephone, electricity, and cable television. All such utility improvements shall be located underground except as to those already existing utilities. All grantees of easement rights hereunder shall hereinafter be referred to as "Grantees".

Owner establishes easements for the maintenance of existing subsurface drainage facilities, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvements shall be placed or permitted to remain which may damage, obstruct or interfere with said field tiles; provided, however, that any such drainage

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easement and field tile may be relocated on any said lot by the Owner thereof in order to accommodate any development and improvement on said lot, as long as the relocated field tile and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

The Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors and assigns EXCEPT to the extent such claims, suits, damages or causes of action for damages, or orders, decrees or judgments are caused by the negligence of Owner or its successors and assigns.

The Grantees will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such grantees do or allow anyone else to do anything that is in violation of any Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances, wastes, or materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easement by the Village of Mahomet, public utilities, or any other party availing themselves of such easement rights shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

It is hereby provided that all conveyances of property hereinafter made in said subdivision by the present or future owners of any of the lands described in said Surveyor's Certificate for said subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable:

DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings located on the same building site and which are incidental to the main building or to primary use of the premises.

Building Area: That portion of a building site within which the construction and maintenance of a Dwelling is permitted.

Building Site: A portion of the subdivision consisting of at least one entire lot as platted.

Dwelling: Any building occupied or designed to be occupied by and used exclusively for a residence by a single family.

Ground Floor Area: That portion of a Dwelling which is built over a basement or foundation above surrounding grade but not over any other portion of the dwelling.

Owner: Prairie Crossing of Mahomet, LLC and all heirs, grantees, purchasers, lessees, executors, assignees and successors in interest.

Subdivision: Prairie Crossing First Subdivision, Village of Mahomet, Champaign County, Illinois.

Village: Village of Mahomet, Champaign County, Illinois.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 100 through 401 inclusive, as shown on the plat of said subdivision.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed, or permitted to remain on any Building Site other than one single family Dwelling with attached private garage for not more than three (3) cars in those areas zoned R-1; two family units consisting of Duplex Dwellings in those areas zoned R-2; and multi family units on lot 123 zoned R-3. No Accessory Buildings incidental to residential use shall be allowed except for Lot 123.

2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is initially composed of Prairie Crossing of Mahomet, LLC until such time as the then record owners of

75% of the lots in Prairie Crossing Subdivision shall have the power, by a duly recorded instrument, to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties. A majority of the committee may designate a representative to make its report. Except as hereinafter provided, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

b. Powers: It is the purpose of architectural control to promote the residential development of Prairie Crossing Subdivision, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted for approval if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. The Architectural Control Committee shall have the power to approve reductions in set-back requirements by not more than is permitted by then applicable zoning ordinance. The Architectural Control Committee shall have the further power to reduce minimum Dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the committee. Specifically, the Committee shall be bound by the following provisions:

1. Building Plats, Etc.: No building, Dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the Building Site, distance from the boundaries of the Building Site to the building and the grading plan of the Building Site shall have been submitted to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Control Committee.

2. Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

3. Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the committee, or any agent of the committee, shall have the right to enter upon and inspect, during reasonable hours, any Building Site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining

whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

4. Waiver of Liability: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same Building Site or any other Building Site. Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

5. Constructive Evidence of Action By Architectural Control Committee: Any title company or person certifying, guaranteeing or insuring title to any Building Site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith acting in reliance thereon.

3. Minimum Dwelling - Quality and Size: All materials used in construction shall be new. It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. **For Dwellings, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 1,100 square feet for a Dwelling of less than two stories. In the event the Dwelling is a two-story residence, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 650 square feet, and the total required floor area shall not be less than 1,200 square feet, exclusive of open porches and garage.**

4. Building Location:

- a. On lots 102 through 104, no Dwelling shall be located on any lot **nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line; neither shall it be located nearer to a side lot line than Ten (10) unless a different distance is set forth on the recorded plat. With respect to all said lots, no structures or fences shall be erected in the front set back lines.**
- b. On lots 105A through 120B, no Dwelling shall be located on any lot **nearer than twenty-five (25) feet to the front street right-of-way or**

nearer than twenty-five (25) feet to the rear lot line; neither shall it be located nearer to a side lot line than eight feet (8); that one side must be built on the common lot line; that there must be two dwellings on the each same numbered lots and a lot owner cannot build a separate individual residence on these lots. With respect to all said lots, no structures or fences shall be erected in the front set back lines. Zero side yard setbacks are allowed along the common lot lines between 105A and 120B.

- c. No buildings shall be permitted on lots 101, 121 or 122.

Notwithstanding any provision herein to the contrary, the location of improvements on any Building Site shall not be in violation of the Village of Mahomet zoning ordinance.

5. Permissible Construction - Schedule of Construction: Only one Dwelling structure shall be constructed per Building Site except for Lot 123; no re-platting or subdividing of any lot shall be permitted, the effect of which would be to reduce its area or width below ninety percent (90%) of the area and width as platted. Outbuildings, above ground swimming pools, trampolines or large play ground equipment are prohibited.

All Dwellings must have a driveway which shall be constructed of concrete. Driveways between the sidewalk and the street shall be a minimum six (6) inch thickness. Flat roofs and mansard roofs are not permitted.

Any fence over Six (6) feet in height or chain link fences or steel mesh material shall not be allowed, however, the design for any fence to be erected shall be submitted to the Architectural Control Committee for approval. Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the Dwelling or in the Subdivision. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing.

All yards must be sodded in front and along the sides to the rear line of the Dwelling extended. On corner lots, sod shall be laid to the extended line of each side of the Dwelling facing a street.

All construction upon a Building Site and all landscaping required by these covenants shall be completed within one year of the start of construction thereon.

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat. No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities. All utilities serving this

subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations, service pedestals and existing aboveground utilities in place prior to the platting of this subdivision. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. Permissible Building - Order of Construction: All buildings erected on any Building Site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling and which are promptly removed upon completion of such Dwelling.

8. Non-Occupancy and Diligence during Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No construction shall be suspended for more than thirty (30) working days.

9. Temporary Structures: No temporary structures are allowed. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling and which are promptly removed upon completion of such Dwelling.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot one sign of not more than five square feet advertising the property for sale, or signs used by the builder during construction. This provision shall not apply to Subdivision sign (s) erected on lots which serve as entry points to the subdivision.

11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

12. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common

household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

14. Storage: No building material of any kind or character shall be placed or stored upon a Building Site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the Building Site upon which improvements are to be erected.

15. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended and a line connecting them at points thirty (30) feet from the intersection of the right-of-way lines.

Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line and either edge of any driveway and a line connecting a point thirty (30) feet on the street right-of-way line outward from the edge of the driveway and a point on the edge of the driveway fifteen (15) feet from the street right-of-way line.

16. Off-Street Parking and Cul-de-Sac Parking: No travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motorbikes, trail bikes, snowmobiles, trucks, campers, motor homes, motorcycles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision and its additions, parking, cul-de-sac parking or common areas, except within the owner's enclosed garage.

17. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete and shall be the responsibility of the Lot owner to maintain. The maintenance or construction of any road, street, driveway or other means of ingress and egress across Lot 123 shall be the responsibility of the owner of Lot 123 exclusively.

18. Post Lantern: Each lot owner shall, upon actual occupancy of his lot, install and maintain an electric post lantern within ten (10) feet of the intersection of his driveway and street right-of-way. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

19. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood. If the lot owner fails to do so the Architectural Control Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision. All lawns shall be well maintained and grass shall be kept mowed to a height of five (5) inches or less. All empty lots shall be well maintained and grass shall be kept mowed to a height of twelve (12) inches or less.

20. Waiver: The failure of the Architectural Control Committee, any Building Site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

21. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

22. Authority to Release Rights: The owners of legal sites in Prairie Crossing First Subdivision, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area upon affirmative vote of 75% of such sites and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

Notwithstanding any provision herein to the contrary, covenants 4, 5, 6, 15, 16, 17, 22, 24, 25, 28, 29, 30, 31 and 32 shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

23. Homeowner's Association: All lot owners shall become members of the Prairie Crossing Homeowner's Association, a not-for-profit corporation to be organized by Owner under the laws of the State of Illinois. All lot owners agree to accept membership in said Association and to abide and be bound by the Articles of Incorporation, By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained. The Owners shall be responsible for creating the association at Owner's cost.

Each owner-member shall be subject to assessment for annual dues to the Association not to exceed One Hundred Fifty Dollars (\$150) unless a larger amount is approved by the owners of 75% of the lots, each lot having one vote. The Owner of Lot 123 shall be a member of the Association only as to the maintenance of the pond and berm located on lot 122 and shall pay a pro-rata share of the costs of the maintenance of Lot 122, not to exceed \$75 per year per unit located on Lot 123. No special assessments shall apply to the Owner of Lot 123 unless the special assessment will be exclusively allocated to the maintenance, repair, renovation, replacement or enhancement of Lot 122. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in

Prairie Crossing Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses, including attorney's fees and collection fees, incurred by the Association in collecting unpaid assessments. The Association is granted full authority to enforce the foregoing provisions. With respect to future Phases of Prairie Crossing Subdivision, it is understood that no new associations shall be formed but that each owner-member shall be deemed to have been accepted in the Homeowner's Association and shall abide by and be bound thereto.

The Developer shall provide a subdivision sign on either Lot 121 or 122 and it shall become the responsibility of the Homeowner's Association to repair, pay utilities, and otherwise maintain said signage.

24. Pond, Stormwater Detention Facilities and Common Areas:

- a. The Pond and Common Areas located in the subdivision shall be a part of the subdivision, the responsibility of the Homeowner's Association to maintain and will be included in the land turned over to the Homeowner's Association by the Owner.
- b. ~~The maintenance of any Subdivision entry signage and any landscaping thereon shall be the responsibility of the Homeowner's Association.~~
- c. The Homeowner's Association shall be responsible for maintenance of the Stormwater Detention Facilities, shown as Lots 101 and 122 on the recorded Plat, to keep them functioning properly and in a state of good maintenance at all times. Each Lot shall be subject to assessment as established by the Homeowner's Association as the contribution of each Lot owner to the costs of the maintenance of the Stormwater Detention Facilities except as to the Lot Owner of lot 123, as delineated herein.
- d. It is specifically understood and agreed that there will be Commons Areas, shown as Lots 101, 121 and 122 on the recorded Plat and the same shall be available for usage by all lot owners and their respective guests. Said Commons area shall be maintained by the Homeowner's Association and its successors in interest and assigns. Each lot shall be subject to assessment of an equal amount for each lot, as the contribution of each lot owner to such common area maintenance. Common Areas access easements are granted to all lot owners and drainage easements, utility easements and stormwater detention facility easements are granted to the public for drainage, utility and stormwater purposes commensurate with the Common Areas.

25. Term and Amendments: Except as provided in Paragraphs 25 and 26, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in Prairie Crossing First Subdivision has been recorded, agreeing to change said covenants in whole.

or in part. Approval of any such change is reserved to the Board of Trustees of the Village of Mahomet, Illinois in accord with the provisions of Paragraph 22.

26. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired.

27. Satellite Dishes, Antennas and Other Equipment: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently, without having obtained the prior written consent of the Architectural Control Committee. Television antennas may be attached to structures; however, the location thereof shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street. TV reception dishes over two feet in diameter shall not be allowed.

28. Surface Water. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any property.

29. Water Supply. No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service will be available to the site.

30. Sewerage System. No individual sewage disposal system shall be installed or maintained on any lot inasmuch as a municipal sewerage system is available to serve the site.

31. Access Control. Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicle Access Control" (AC). No driveways for vehicular access onto public streets shall be constructed in these locations.

32. Common Elements. As to the dwellings located on lots 105A thru 120B;

- a. Where there are any common walls between lots or dwelling units, the owner of each lot or dwelling unit shall own to the center of any common wall. Each owner shall do nothing to disturb the right of use of any other owner to any such common walls. A valid easement is hereby declared and established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common walls, for the purpose of maintenance of his unit, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner. Each common wall shall be constructed in a manner which complies with the standards for common wall construction as established by the BOCA building code of 1990; must have a minimum fire resistance rating of two hours; and must extend into and thru the attic area beneath the roof, separating the attic into two separate spaces.

- b. In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any units, any part thereof encroaches or shall thereafter encroach upon any part of any unit or Lot, or if by reason of the ducts or conduits serving more than one unit encroach or shall hereinafter encroach upon any part of any unit or Lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said owner. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.
- c. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two dwelling units shall at all time be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:
1. No owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.
 2. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.
 3. The foregoing provisions of this article notwithstanding, the owner of any dwelling unit or other interested party, shall retain the right

to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willfull acts or omissions.

4. In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structure and shall be constructed of comparable materials.
5. In the event that any owner shall fail, after a reasonable time, after damage or destruction, to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section 32 (I) of these covenants be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such owner(s). Such owner(s) shall have and are hereby given a continuing lien on that dwelling unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:
 - a. The cost of such repairs or rebuilding;
 - b. Interest at the prime rate of any national bank in Champaign County as in effect from time to time from the date of payment of such costs; and
 - c. Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such owner(s) described in this subsection shall be

subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

- d. Every unit owner shall purchase and maintain in effect an insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire and other casualty. In the event a single insurance policy is not purchased for the building, each owner shall at all times keep his respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other unit owners of the building structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

- e. Collectively the owners of each ~~two-unit dwelling~~ structure shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, and down spouts as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be borne in accordance with the following procedures:

1. **PAINTING** -- Upon a decision being made by the majority of the dwelling unit owners that a particular dwelling structure needs repainting, bids shall be secured for the specified painting and the bidders shall be required to allocate to each separate unit the portion of the painting expenses allocable to such dwelling unit. The owner of each dwelling unit shall pay his share of the lowest accepted bid for such painting work, including labor and materials. The owner of a particular dwelling unit may perform his own painting work provided it is in conformity with the repainting plan adopted by the majority and provided further that he do such work at the same time as the work is being performed upon the remainder of the dwelling structure and that he perform such work in a reasonable and workmanlike manner. The cost allocation is made in this manner due to the circumstance of each unit varying

in size from other units, some being one story and some being two story, and all units having different areas of exterior surface requiring painting.

2. ROOF MAINTENANCE -- Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the dwelling structure.
 3. GUTTERS AND DOWN SPOUTS -- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or down spouts of each building structure.
 4. EXTERIOR WALLS AND FOUNDATION -- Each dwelling unit owner shall be responsible for maintaining in a good condition all exterior walls and foundations located upon his dwelling parcel.
 5. It is recognized that good maintenance of the entire building structure is necessary for the enjoyment of each building unit therein and, accordingly, each owner is expressly given the right to enforce the above obligations as herein provided in these covenants.
- f. The owner of each dwelling unit shall be responsible for the maintenance and/or repair of all of his or her dwelling unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure. It is the purpose and intent of this covenant to enhance the overall appearance of the dwelling structure in accordance with the desires of owners holding a majority interest therein.

- g. For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, maintenance, etc., as provided herein, the owner or owners of each dwelling parcel/lot upon which a portion of such dwelling structure is located shall have one vote in making such determination. For example, on each two-unit structure, there will be two votes available to the respective owners. In the event the two owners cannot agree, such owners shall

mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, any Champaign County Circuit or Associate Judge shall be qualified to name such third person, upon petition by any owner.

All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such building structure. In the event that a lot is owned by a corporation, partnership, trust, or other legal entity, other than a natural person or persons, then the person so designated by such entity shall be eligible to exercise such voting rights. In the event there is more than one owner of a single dwelling unit, the vote shall be accordingly split.

- h. In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same dwelling structure may take action to enforce such obligation in the following manner:
 - 1. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
 - 2. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.
 - 3. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.
 - 4. In the event any work is performed or caused to be performed by a dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided under Covenant 24.

- i. It is the intent of these covenants to provide for and protect the cooperative aspect of ownership and the value, desirability and attractiveness of the dwelling structure. Accordingly, the covenants provided for hereunder are specifically designated as covenants running with the land. These covenants shall continue in full force and effect unless the same are amended by written instrument and recorded as provided above in covenant numbered 17.
- j. Each and every restriction as to said property is hereby declared subject and subordinate to the lien of any mortgage or deed of trust now or hereafter made or existing in good faith and for value, and these restrictions shall in no way restrict, impair, or defeat any right of sale contained in any such mortgage or deed of trust or the foreclosure of the same, provided however, that title to any property subject to these restrictions and obtained through sale under or foreclosure of any such mortgage or deed of trust shall thereafter be held subject to all provisions of these restrictions.

33. Future Development. It is understood that there is a remaining, 23.66 acres more or less to be developed and located adjacent to Prairie Crossing First Subdivision. The developer expressly reserves for the owners of lots in such future development,, the right and privilege to participate in the use of the Commons Areas and accordingly such lots shall be subject to assessment therefor.

IN WITNESS WHEREOF, this instrument has been executed by the owner of that tract of real estate included in Prairie Crossing First Subdivision this MARCH 15, 2006, at Champaign, Illinois.



Prairie Crossing of Mahomet, LLC,
David L. Purgett, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY, that David L. Purgett, Member of Prairie Crossing of Mahomet, LLC,
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 the said instrument as his free and voluntary act in the capacities and for the uses and
purposes therein set forth.

Given under my hand and Notarial Seal, March 15, 2006



Rachelle Claxton
NOTARY PUBLIC

Prepared by and Return To:
JEFFREY L. HAYS, ESQ.
Erwin, Martinkus & Cole, Ltd.
P.O. Box 1098
Champaign, IL 61824-1098
Phone: 217/351-4040
jeff.hays@erwinlaw.com

EXHIBIT A - LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT BEING AN IRON PIN PER MONUMENT RECORD DOCUMENT NUMBER 1987R03362 RECORDED IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, THENCE NORTH 00 DEGREES 05 MINUTES 45 SECONDS EAST (BEARINGS BASED ON TRUE NORTH PER G.P.S. OBSERVATION) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 - 513.55 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 53 SECONDS EAST - 45.56 FEET; THENCE 292.31 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 655.00 FEET WITH A CHORD DISTANCE OF 289.89 FEET, BEARING SOUTH 33 DEGREES 30 MINUTES 12 SECONDS EAST AND A CENTRAL ANGLE OF 25 DEGREE 34 MINUTES 10 SECONDS; THENCE 90.75 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 345.00 FEET WITH A CHORD DISTANCE OF 90.49 FEET, BEARING SOUTH 38 DEGREES 45 MINUTES 10 SECONDS EAST AND A CENTRAL ANGLE OF 15 DEGREE 04 MINUTES 15 SECONDS; THENCE NORTH 58 DEGREES 46 MINUTES 58 SECONDS EAST - 185.00 FEET; THENCE 48.26 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET WITH A CHORD DISTANCE OF 48.24 FEET, BEARING NORTH 33 DEGREES 49 MINUTES 33 SECONDS WEST AND A CENTRAL ANGLE OF 5 DEGREE 13 MINUTES 02 SECONDS; THENCE NORTH 66 DEGREES 46 MINUTES 52 SECONDS EAST - 118.90 FEET; THENCE NORTH 78 DEGREES 26 MINUTES 49 SECONDS EAST - 76.85 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 02 SECONDS EAST - 102.35 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST - 340.69 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 07 SECONDS EAST - 20.09 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS EAST - 185.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 07 SECONDS WEST - 488.73 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 42 SECONDS WEST - 646.25 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE - 595.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE SOUTH 0 DEGREES 01 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1327.12 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1321.05 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 16.634 ACRES, MORE OR LESS.

**BYLAWS OF
PRAIRIE CROSSING OF MAHOMET
HOMEOWNER'S ASSOCIATION, INC.**

The administration of the Prairie Crossing Of Mahomet Homeowner's Association, Inc. ("Association"), an Illinois Not-For-Profit Corporation, shall be governed by the following Bylaws:

ARTICLE I

Memberships

Section 1. **Qualifications.** Every person or entity who is a record owner of a Lot in Prairie Crossing of Mahomet Subdivision or who is the beneficiary of a Land Trust holding title to a Lot in the Subdivision shall be a member of the Prairie Crossing of Mahomet Homeowner's Association, Inc. Ownership of a Lot shall be the sole qualification for membership. Additional property owners may become members of the Association as provided in the Owner's Declaration of Covenants and Restrictions. If more than one person or entity is the record owner of or a beneficiary of a Land Trust holding title to a Lot in Subdivision, all such persons or entities shall be members.

Section 2. **Members.** A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferrable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. The membership is appurtenant to and shall not be separated from ownership of a Lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a Lot in Prairie Crossing of

Mahomet Subdivision at which time the new owner shall automatically become a member of the Prairie Crossing of Mahomet Homeowner's Association, Inc. Each member of the Association shall be bound by and shall observe the terms and provisions of the covenants and restrictions of Prairie Crossing of Mahomet Subdivision, and the rules and regulations promulgated from time to time by the Association or its Board of Directors. No member shall have the right or power to disclaim, terminate, or withdraw from his membership in the Prairie Crossing of Mahomet Homeowner's Association, Inc. or from any of his obligations as such member by abandonment of his residence or for any other reason.

Section 3. Voting Rights. Each Lot in the Prairie Crossing of Mahomet Subdivision shall be entitled to one vote, which may be cast, either in person or by proxy, by the owner of such Lot. If more than one member is the record owner or beneficiary of the title-holding Land Trust of a Lot in Prairie Crossing of Mahomet Subdivision, then the vote for that Lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any one Lot. A Lot owner may vote by written proxy, such proxy being invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution thereof.

Section 4. Suspension of Voting Rights. The Prairie Crossing of Mahomet Homeowner's Association, Inc. shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Association against the member's Lot remains unpaid, upon the member's violation of the covenants and restrictions of Prairie Crossing of Mahomet Subdivision or upon the member's violation of any Bylaws of the Prairie Crossing of Mahomet Homeowner's Association, Inc.. Any voting rights so suspended shall

remain suspended until the unpaid rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the violation of the Covenants and Restrictions and/or the Bylaws are cured.

ARTICLE II

Meetings of Members

Section 1. Initial Meeting. An initial meeting of the members of the Prairie Crossing of Mahomet Homeowner's Association, Inc. shall be held at such time as the owner-developer, in its sole discretion, may call for an initial meeting of the members, but no later than January, 1, 2007.

Section 2. Annual Meetings. After the initial meeting of the members has been held, there shall be an annual meeting of the members of the Association at such place as may be designated, on the fourth Tuesday in January of each year, if not a legal holiday under the laws of the State of Illinois, and if a legal holiday, then on the next succeeding business day at 7:00 p.m., for the election of Directors and for the transaction of such business as may come before the meeting. Written notice of the Annual Meeting stating the date, place, and the hour of the meeting shall be distributed by the Board of Directors or a representative designated by the Board.

Section 3. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by the voting members having, in the aggregate, not less than Twenty-Five Percent (25%) of the total votes of the Homeowners Association of Quai Run Subdivision, Inc. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of all members at

least ten (10) days prior to the meeting.

Section 4. Quorum. The presence in person or by written proxy at any meeting of the voting members having Fifty Percent (50%) of the total votes of the Prairie Crossing of Mahomet Homeowner's Association, Inc. shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General-Not-For-Profit Corporation Act or the Articles of Incorporation of the Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

ARTICLE III

Board of Directors

Section 1. Number of Directors. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) persons. The initial Board of Directors need not be members of the Association. Thereafter, all of the Board shall consist of members of the Association or a designated representative or representatives of said member.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and activities as are, not by law or these Bylaws, directed to be exercised and done by the members.

Section 3. Other Duties. In addition to duties imposed by these Bylaws, the Articles of Incorporation of the Association or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (A) Care and upkeep of the Subdivision, including the lakes, common areas, and

facilities to the extent the same is not performed by the members.

- (B) Levying and collection of the annual assessments and any special assessments hereinafter provided for from the members.
- (C) Designation and dismissal of personnel necessary for the accomplishment of the purposes of the Association.
- (D) Expenditure of funds in accordance with the annual budget and amendments thereto.
- (E) To provide for architectural control of the Lots and commons properties in the Subdivision.
- (F) To enforce any and all Covenants, Restrictions, and Agreements applicable to Lots within the Subdivision and to adopt, amend, and enforce rules and regulations.

Nothing herein shall be construed to impose any duty upon the Board of Directors collectively or individually to provide supervision, life-safety protection, or life guard service over the lakes, sewers, streams, or waterways of Prairie Crossing of Mahomet Homeowner's Association, Inc.; the Board of Directors acting in their representative capacity shall have no duty to any member of the Association, their family members and guests for surveillance of the Subdivision or any activity or condition conducted, or located, therein. These duties are not intended to make said Board of Directors or any member thereof an insurer or guarantor of the safety of the person or property of any member or guest located in or upon the grounds or facilities of Prairie Crossing of Mahomet Subdivision. Further, nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep, or maintenance upon any real property

or improvement upon real property owned by any member of the Association which is not located upon the common areas of the Subdivision.

Section 4. Executive Committee. The Board of Directors may elect from their number an Executive Committee consisting of not less than two (2) members of the Board, which Committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be Chairman of the Executive Committee.

Section 5. Regular Meetings. The Board shall meet for the transaction of business at such place as may be designated from time to time. After the initial organizational meeting of the Board of Directors, a minimum of three (3) regular meetings shall be held each calendar year.

Section 6. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by another member of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 7. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 8. Order of Business. The Board of Directors may from time to time determine the order of business at its meetings.

Section 9. Chairman. At all meetings of the Board of Directors, the President, or in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present shall preside.

Section 10. Terms of Members of the Board. The initial Board of Directors named in the Articles of Incorporation and any additions thereto as permitted herein shall serve until their replacements are elected at the initial meeting of the members of the Association. Thereafter, they shall be elected by the members of the Association at each Annual Meeting for the terms as determined by the Board.

Section 11. Compensation. Members of the Board shall receive no compensation for their services.

Section 12. Consent. Unless specifically prohibited by the Articles of Incorporation or Bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any Committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such Committee, as the case may be. Any such consent signed by all the Directors or all the members of the Committee shall be the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 13. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the members a report on the activities of the Association and shall submit an account of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 14. Vacancies in the Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association or a designated representative or representatives of said

member to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

ARTICLE IV

Officers

Section 1. Executive Officers. The Executive Officers of the Association shall include a President, a Vice President, and a Secretary-Treasurer. All Officers shall be elected annually by the Board of Directors, and they shall be elected immediately after election. The Officers of the Association for the first five (5) years from the date of Incorporation need not be members of the Association. Thereafter, they shall be members of the Association or a designated representative or representatives of said member.

Section 2. The President. Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio a member of all Committees.

Section 3. The Vice President. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that Officer shall be performed by the Vice President.

Section 4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all Committees and the minutes of the Annual Meetings and Special Meetings of the members, as well as the Corporate seal and such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors and the President; further, the Secretary shall also

perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

Section 6. Subordinate Officers. The President, with the approval of the Board of Directors, may appoint such other officers, agents, and committee chairs as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7. Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more Committees, which Committees shall have such authority and perform such duties as from time to time may be prescribed by the Board. Each member of a Committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed unless the Committee shall be sooner terminated, or unless such member be removed from such Committee, or unless such member shall cease to qualify as a member thereof. The Prairie Crossing of Mahomet Subdivision Architectural Committee shall not be subject to control of the Prairie Crossing of Mahomet Homeowner's Association, Inc. and shall operate independently of these Bylaws, in accordance with the Covenants and Restrictions for Prairie Crossing of Mahomet Subdivision.

The Land Use and Review Committee will be established by the Board and said Committee shall have such authority and perform such duties as from time to time may be prescribed by the Board. In addition thereto, the Land Use and Review Committee may act as a

representative of the Prairie Crossing of Mahomet Subdivision Architectural Committee as so designated by the Architectural Committee, and the Land Use and Review Committee shall have such additional powers and duties as from time to time may be designated by the Prairie Crossing of Mahomet Subdivision Architectural Committee, all in accordance with the Covenants and Restrictions of Prairie Crossing of Mahomet Subdivision.

ARTICLE V

Loss of Property

Section 1. The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI

Maintenance and Special Assessments

Section 1. Creation of Assessments. The Board of Directors of the Prairie Crossing of Mahomet Homeowner's Association, Inc. shall have the right and power to subject the property situated in all phases of Prairie Crossing of Mahomet Subdivision, except public streets, ways and parks, to an annual maintenance assessment and to special assessments.

Commencing at the formation and establishment of the Prairie Crossing of Mahomet Homeowner's Association, Inc. and within thirty (30) days after each Annual Meeting thereafter, each owner of Lots in Prairie Crossing of Mahomet Subdivision other than the owner-subdivider shall be assessed an annual maintenance charge against his Lot or Lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The assessment charge shall be payable to the Prairie Crossing of Mahomet Homeowner's Association, Inc. and will be delinquent when not paid within thirty (30) days after it becomes due (the assessment date).

The annual maintenance assessment may be adjusted from year to year by the Board of Directors of the Prairie Crossing of Mahomet Homeowner's Association, Inc. as the needs of the common areas in its judgment may require, but in no event shall the assessment in any year for any one Lot exceed the sum of One Hundred Dollars (\$100.00), unless changed by a vote of 80% of the membership at an Annual or Special Meeting.

Section 2. Special Assessments. Special assessments may be levied by the Board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve established by the annual maintenance assessment.

Section 3. Use of Maintenance Assessments. The maintenance fund may be used:

(a) For lighting, improving, and maintaining the street island and median areas, the common area easements, including any lake, and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such Subdivision;

(b) For operating and maintaining any storm-water drains now or hereafter constructed in such Subdivision that are not or will not be under the direct supervision of the City, or State, or drainage district; and

(c) For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property commons neat and in good order and which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in such Subdivision.

Section 4. Creation of Lien and Personal Obligation of Assessments. The Prairie Crossing of Mahomet Homeowner's Association, Inc. shall have a continuing lien on each Lot in Prairie Crossing of Mahomet Subdivision to secure the payment of maintenance or special assessments due and to become due, and the record owners of such Lots shall be personally liable for all maintenance or special assessments.

Upon reasonable demand, the Prairie Crossing of Mahomet Homeowner's Association, Inc. shall furnish to any owner or mortgagee or person interested a statement showing the amount of any unpaid assessment charges against any Lot or Lots.

Section 5. Non-Payment of Assessments. If any regular maintenance of special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection, including reasonable attorney's fees as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois Land Trust, the Trustee shall not have any personal liability for the assessment, but all beneficiaries of the Trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the costs of the

title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the Lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any Lot is conveyed to a Land Trust, upon the demand of the Homeowner's Association of Prairie Crossing of Mahomet Subdivision, Inc., the Trustee shall furnish the Association with a certified copy of the Trust Agreement and any amendments thereto, so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

ARTICLE VII

Subdivision Covenants

Section 1. General. Any or all Prairie Crossing of Mahomet Subdivision Covenants which apply to or impose duties upon the Prairie Crossing of Mahomet Homeowner's Association, Inc. are hereby incorporated into these Association By-laws. In the event that there are inconsistencies between the Covenants and the Association By-Laws, the Covenants shall control.

ARTICLE VIII

Notice

Section 1. Notice. Whenever, according to these Bylaws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Champaign County,

Illinois, in a postpaid sealed envelope, addressed to such member, or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-For-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

Amendments

The provisions of these Bylaws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary. Such change, modification, or rescission shall be approved at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Prairie Crossing of Mahomet Homeowner's Association, Inc. having majority of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than 80% of the total number of votes of the Prairie Crossing of Mahomet Homeowner's Association, Inc.

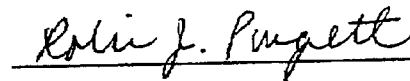
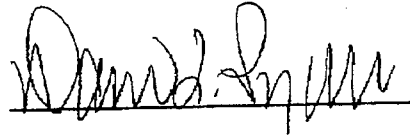
Prior to the election of the Board of Directors at the first Annual Meeting of the members of the Association, the initial three (3) member Board of Directors named in the Articles of Incorporation and any additions thereto shall have the authority to authorize, implement, and amend these Bylaws in the whole, or in part, without complying with the provisions of the first paragraph of Article IX of these Bylaws.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of January and shall terminated on the 31st day of December of each year.

IN WITNESS WHEREOF, these Bylaws were approved and adopted by a meeting of the Board of Directors of the Association held on the 15th day of March, 2006.



Being the initial Directors of the Prairie
Crossing of Mahomet Homeowner's
Association, Inc.

