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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
BY-LAWS FOR THE
PRESTBURY CITIZENS ASSOCIATION**

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RESTRICTIONS, EASEMENTS AND BY-LAWS FOR THE
PRESTBURY CITIZENS ASSOCIATION**

Table of Contents

<u>Article</u>	<u>Page</u>
I	
Definitions	1
1.01 Act	2
1.02 Association	2
1.03 By-Laws	2
1.04 Common Elements	2
1.05 Community Area	2
1.06 Community Assessments	2
1.07 Community Facilities	2
1.08 Declaration	2
1.09 Dwelling	2
1.10 Eligible Mortgage Holder	3
1.11 First Mortgage	3
1.12 First Mortgagee	3
1.13 Lot	3
1.14 Member	3
1.15 Owner	3
1.16 Premises	3
1.17 Recreation Area	3
1.18 Recreational Facilities	3
1.19 Resident	3
1.20 Underlying Association	3
1.21 Underlying Declaration	4
1.22 Unit Membership	4
II	
Membership and Voting Rights in the Association; Board of Directors of the Association	4
2.01 Membership	4
2.02 Voting Rights	4
2.03 Board of Directors	4
2.04 Board Liability	4
2.05 Nonprofit Purposes of Association	5
2.06 Governing Law	5
III	
Easements and Property Rights	5
3.01 Easements to Run with Land	5
3.02 Easements of Access	5
3.03 Rights of Enjoyment	6

3.04	Delegation of Use	6
3.05	Utility Easements	7
3.06	No Dedication to Public Use	7
3.07	Street and Utilities Dedication.....	7
IV	Covenants for Community Assessments	7
4.01	Creation of the Lien and Personal Obligation	7
4.02	Purpose of Community Assessments	7
4.03	Notice.....	8
4.04	Basis and Allocation of Community Assessment	8
4.05	Payment of Community Assessments	8
4.06	Special Assessments.....	9
4.07	Assessments for Alterations or Improvements.....	9
4.08	Nonpayment of Community Assessments	9
V	Administration and Use of Community Area	10
5.01	General Powers and Duties of the Board.....	10
5.02	Real Estate Taxes and Community Assessments	12
5.03	Use and Enjoyment of Recreation Facilities	12
VI	General Restrictions and Maintenance Obligations	13
6.01	Obstructions.....	13
6.02	Pets.....	13
6.03	Proscribed Activities.....	13
6.04	Restrictions on Use and Occupancy; No Unsightly Uses.....	13
6.05	Condemnation.....	14
VII	Resale of Units	15
VIII	Records of the Association	16
IX	General Provisions	17
9.01	Binding Effect.....	17
9.02	Enforcement	17
9.03	Title-Holding Land Trust.....	17
9.04	Perpetuities and Other Invalidity	18
9.05	Severability	18
9.06	Headings.....	18
9.07	Notices.....	18
9.08	Conflict.....	18

Exhibit A – Legal Description
Exhibit B – Amended and Restated By-Laws

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND BY-LAWS FOR THE
PRESTBURY CITIZENS ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws is made and entered into by the Board of Directors of the Prestbury Citizens Association in accordance with Section 1-60 of the Illinois Common Interest Community Act (the "Act") whereby the Board of Directors by a two-thirds (2/3) majority vote can amend the Declaration in order to conform to the Act.

This Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws was approved on the 8th day of November, 2011, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Directors of the Association.

This Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws incorporates all of the requirements of the law.

RECITALS:

The By-Laws for the Prestbury Citizens Association were established (the "Original By-Laws"), thus creating the Prestbury Citizens Association ("Association").

Subsequently, the underlying Associations which are subject to the Prestbury Citizens Association were established pursuant to individual recorded covenants, which all reference the existence of the Prestbury Citizens Association.

Since the filing of the Original By-Laws, the Declaration for the Prestbury Citizens Association was never recorded. The Declaration of Covenants, Conditions, Restrictions, Easement and By-Laws (hereinafter "Declaration") recorded December 7, 2010 brought the governing documents of the Association into conformance with the By-Laws and current law.

Since the filing of the Declaration, certain changes were made to the Act, and the Board has elected to bring the Declaration into compliance with current law.

This Amended and Restated Declaration was approved by at least two-thirds (2/3) of the Members of the Board of Directors by execution of this document. Accordingly, the Declaration is hereby, in its entirety, to read as follows:

**ARTICLE I
DEFINITIONS**

The following terms, when used in this Declaration, shall have the following meanings unless otherwise required by the context:

1.01 ACT. The Common Interest Community Act of the State of Illinois, as amended from time to time, or any statute enacted in its place or otherwise making provision for the type of property ownership as that presently contemplated and provided for thereby.

1.02 ASSOCIATION. The Prestbury Citizens Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.03 BY-LAWS. The By-Laws of The Prestbury Citizens Association, a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof.

1.04 COMMON ELEMENTS. The portions of the Property constituting the "Common Elements" or "Community Areas" thereof pursuant to a given Underlying Declaration and the Act.

1.05 COMMUNITY AREA. That property, together with all easements, rights and appurtenances belonging thereto, which shall consist of the entire Premises and the Community Facilities intended for the mutual use, benefit or enjoyment of the Members; for the common use and enjoyment of the Members subject to the provisions of Article III and Article VI hereof. All lots shall be excluded from the Community Area.

1.06 COMMUNITY ASSESSMENTS. The amounts which the Association shall assess and collect from the Owners (either directly or through the Underlying Associations) to pay the Community Expenses and accumulate reserves for such expenses, as more fully described and defined in Article IV.

1.07 COMMUNITY FACILITIES. The private roads and streets and private sidewalks adjacent thereto, landscaping, detention ponds, lakes, parks, open spaces, utility facilities, recreational facilities, pools, tennis courts, street lights, lighting fixtures, signage, entrance monument, and such other improvements or structures from time to time or at any time located or constructed on the Community Area.

1.08 DECLARATION. This Declaration, all Supplemental Declarations, and all amendments. References to "this" Declaration or to any "other" Declaration shall include this instrument as so amended and supplemented.

1.09 DWELLING. A townhome, condominium unit, group home, or home consisting of a group of rooms which is designed or intended for use as a residential dwelling located upon the Premises or upon such other real estate if and when added to the Premises pursuant to Article V of this Declaration. For the purposes of determining Membership in the Association, each Dwelling shall be considered as a separate and individual unit. If two or more Dwellings are owned by the same Owner, or combined and occupied by a Family, each Dwelling shall nevertheless be considered as a separate Dwelling under this Declaration.

5

1.10 ELIGIBLE MORTGAGE HOLDER. Each holder of a First Mortgage on a Dwelling that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of Mortgage Holders.

1.11 FIRST MORTGAGE. A bona fide first mortgage, first trust deed or equivalent security interest upon a Dwelling.

1.12 FIRST MORTGAGEE. A holder of a first mortgage.

1.13 LOT. A subdivided Lot upon which is constructed a condominium unit or units, townhome, single family home or manor home consisting of at least one Dwelling.

1.14 MEMBER. An Owner who holds Membership in the Association pursuant to Paragraph 2.01 of this Declaration.

1.15 OWNER. The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. Any purchaser of a Dwelling pursuant to an "installment contract" for purchase (as defined in Subsection (e) of Section 1 of "An Act relating to installment contracts to sell dwelling structures", approved in the Illinois General Assembly August 11, 1967, as amended) shall be deemed the "Owner" of such Dwelling unless the seller expressly retains all rights and obligations of ownership. Satisfactory evidence of the installment contract shall be made available to the Association.

1.16 PREMISES. The real estate legally described in Exhibit "B" attached hereto (including all easements appurtenant thereto) and such other real estate or interest therein.

1.17 RECREATION AREA. That portion of the Premises which is a part of the Community Area and made available to and designated for the recreational use, benefit and enjoyment of Members of the Association, subject to the provisions of this Declaration, the By-Laws and such rules and regulations as the Association Board may adopt from time to time.

1.18 RECREATIONAL FACILITIES. The walks, paths, clubhouse, pool, playgrounds, lakes, tennis court, detention ponds and other improvements or structures located on or constructed on, from time to time or any time, the Recreation Area.

1.19 RESIDENT. An individual who resides in a Dwelling and who is either an owner, a tenant of the owner, a contract purchaser of the Dwelling, or a relative of any such owner, tenant or contract purchaser. A "Relative" shall be defined as grandparents, grandchildren, parents, children, siblings, spouse, in-laws and stepchildren.

1.20 UNDERLYING ASSOCIATION. The underlying Condominium, Townhome or other Association formed pursuant to a Declaration, as hereinafter

6

defined, for the purposes provided in the Act, and as subjected to the Prestbury Citizens Association.

1.21 UNDERLYING DECLARATION. The instrument by which the underlying Property, as defined in the Act, is submitted to the provisions of the Act, and all amendments thereof.

1.22 UNIT MEMBERSHIP. The Membership in the Association which is appurtenant to a Member's Dwelling as provided in Paragraph 2.01 of this Declaration.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
BOARD OF DIRECTORS OF THE ASSOCIATION**

2.01 MEMBERSHIP. Every Owner of a Dwelling is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling, thereby becomes a Member, whether or not this Declaration or such Membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one (1) Membership allocable to each Dwelling (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling shall have the number of Unit Memberships equal to the number of such Dwellings. If the record ownership of a Dwelling shall be in more than one person, or if an owner of a Dwelling is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such owner or owners in writing.

2.02 VOTING RIGHTS. Each Voting Member shall have such voting rights as provided in Article III, Section 2 of the By-Laws at any Association meeting. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented at the meeting by the Voting Members present at such Meeting, except as otherwise provided herein or in the By-Laws.

2.03 BOARD OF DIRECTORS. The Association shall be governed by its Board of Directors ("Board"), which Board shall consist of nine (9) persons duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws of the Association.

2.04 BOARD LIABILITY. The Board, Directors of the Board, Officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The

Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred shall be based upon the respective percentage interest of each Owner. The Board shall assess each Owner for his share of the cost of such indemnification, and such Community Assessment shall be collectible and enforceable in mode and manner as set forth in Article IV hereof. To the extent possible, the obligation of the Owners for indemnification and the Board's ability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

2.05 NONPROFIT PURPOSES OF ASSOCIATION. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

2.06 GOVERNING LAW. Except as otherwise provided in this Declaration, the Association, its Board, Officers and Members shall be governed by the Illinois Common Interest Community Act and the Illinois Not-For-Profit Corporation Act.

ARTICLE III EASEMENTS AND PROPERTY RIGHTS

3.01 EASEMENTS TO RUN WITH LAND. All easements described herein are easements appurtenant to and running with the land, and, so long as the Premises are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon any owner, purchaser, mortgagee and other persons having an interest in the Premises, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article III, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.02 EASEMENTS OF ACCESS.

(a) Every Owner of a Dwelling is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Premises through, over and across the Community Area and Community Facilities. The use by each Owner and by his invitees of the Community Area and Community Facilities shall be subject to such reasonable rules and regulations as the Board shall promulgate.

8

(b) The Association is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Common Elements or Community Areas of any underlying Association, the Community Area, any Limited Community Areas, and the Community Facilities for the purpose of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by it pursuant to any provision of this Declaration.

(c) The County, the Village, or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises.

3.03 RIGHTS OF ENJOYMENT. Every Member shall have the right and easement of enjoyment in and to the Community Area and Community Facilities, which right and easements shall include, but not be limited to, easements for pedestrian and vehicular ingress and egress, placing of utilities appurtenant to his Dwelling and use of open spaces and other Community Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Dwelling, subject to the following rights:

(a) The right of the Association to pass reasonable rules and regulations.

(b) The right of the Association to limit the number of guests of Members and to establish rules and fees with respect to guest usage of the Community Area and Community Facilities.

(c) The right of the Association to charge reasonable admission and other fees for the use of any Community Facility.

(d) The right of the Association to suspend the use of the Community Facilities by a Member for the period during which any Community Assessment against his Dwelling remains unpaid and for an additional reasonable period for any infraction of its rules and regulations.

(e) The right of the Association to levy Community Assessments as provided in this Declaration.

(f) The right of the Association reserved under this Declaration.

3.04 DELEGATION OF USE. Any Member may delegate, in accordance with and subject to the By-Laws of or uniform rules adopted by the Association, his right to enjoyment of the Community Area and Community Facilities to residents of his Dwelling.

3.05 UTILITY EASEMENTS. An irrevocable license and easement is hereby granted to SBC Corporation, Commonwealth Edison Company, Northern Illinois Gas Company, cable television, and all other public or private utilities serving the Premises, to go upon only that portion of the Premises and hereby made a part hereof, at any time and from time to time for the purposes of installation, maintenance and repair of all utility facilities under control of said utility company or which said utility company shall deem necessary to require installation, maintenance or repair for the purpose of providing utility services to the Premises.

3.06 NO DEDICATION TO PUBLIC USE. Nothing contained in this Declaration shall be construed to constitute a dedication, express or implied, or any part of the Premises to or for any public use or purpose whatsoever.

3.07 STREET AND UTILITIES DEDICATION. The Board may elect to dedicate a portion of the Community Areas to a public body for use as, or in connection with, a street or utility; provided that no such dedication shall be effective until acceptance by the appropriate public body.

ARTICLE IV COVENANTS FOR COMMUNITY ASSESSMENTS

4.01 CREATION OF THE LIEN AND PERSONAL OBLIGATION. An Owner of a Dwelling, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling owned by such owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association Community Assessments and User Charges as are levied pursuant to the provisions of this Declaration and the By-Laws of the Association. Such Community Assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling against which such Community Assessment is made and upon the Unit Membership appurtenant thereto. Each such Community Assessment and User Charge, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling at the time when the same fell due. All Members of the Association who are also Members of a Residential Association shall pay their required Community Assessment in conjunction with their Residential Association assessments.

4.02 PURPOSE OF COMMUNITY ASSESSMENTS. The Community Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Community Area and Community Facilities; (ii) for the making of repairs, replacements and additions to the Community Area and Community Facilities, defraying the cost of labor, equipment, and material required for the maintenance of the Community Area and Community Facilities; (iii) for the payment of taxes and insurance on the Community Area and Community Facilities; and (iv) in general for carrying out the duties of the Board as set forth in this

10

Declaration and the By-Laws of the Association; and for carrying out the purposes of the Association as stated herein.

4.03 NOTICE. Written notice of any meeting called for the purpose of authorizing any Special Community Assessments requiring approval shall be sent to all Members and Association voting Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

4.04 BASIS AND ALLOCATION OF COMMUNITY ASSESSMENT. The annual Community Assessment shall be based on the budget for the ensuing calendar year, which Budget shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area and the furnishing of services to the Residential Associations, plus estimated excess funds, if any, from the current year's Community Assessments;
- (d) The amount of the Community Assessment payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above; and,
- (e) That portion of the Community Assessment which shall be payable each month by the Owner of each Dwelling which is subject to Community Assessment hereunder shall be due annually as more fully provided in Article IV of the By-Laws.

4.05 PAYMENT OF COMMUNITY ASSESSMENTS.

(a) On or before the first day of each month, each Member shall pay to the Association that portion of the Association annual community Assessment which are payable by such Member to the Association.

(b) Notwithstanding anything to the contrary herein contained, the Association may at any time and from time to time (whether at the commencement of or during the course of a Community Assessment year), by notice to any underlying Association and to the Members therein (which notice need not be given to any other underlying Association to which such notice does not apply), terminate permanently or for any period of time the right of such underlying Association to collect any User Charges or Community Assessment installments falling due after the date

11

of such notice. In such event the Association shall perform the collection functions theretofore performed on its behalf by the terminated underlying Association, and Members shall be required to pay User Charges and Community Assessments directly to the Association rather than to such underlying Association. The Association may exercise its aforesaid rights as frequently as it deems necessary.

4.06 SPECIAL ASSESSMENTS. If an adopted budget or special assessment requires assessment against the Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition of Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the budget, it shall be deemed ratified whether or not a quorum is present. In determining whether assessments exceeds one hundred fifteen percent (115%) of similar assessments in prior years, for purposes of this subparagraph, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

4.07 ASSESSMENTS FOR ALTERATIONS OR IMPROVEMENTS. Assessments for improvements, alterations or additions to the Community Areas shall be subject to the approval of no less than two-thirds (2/3) of the Owners.

4.08 NONPAYMENT OF COMMUNITY ASSESSMENTS.

(a) Any installment of a Community Assessment which is not paid to the Association when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the total amount shall commence to bear interest from the date of delinquency at the rate per annum as provided in the By-Laws. The Association may bring an action against the Member personally obligated to pay Community Assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such Community Assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) No Member shall be relieved of personal liability for the Community Assessments and for other amounts due as provided herein by nonuse of the Community Area or abandonment or transfer of ownership of his Dwelling, provided that upon transfer of ownership of a Dwelling, the transferor shall not be responsible for Community Assessments accruing after the date of transfer.

12

(c) The lien of the Community Assessments provided for in Paragraph 4.01 hereof shall be subordinate to the lien of any First Mortgage or mortgages now or hereafter placed upon the Dwellings subject to Community Assessment; provided, however, that such subordination shall apply only to the Community Assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling, accepts a conveyance of any interest in the Dwelling or has a receiver appointed in a suit to foreclose his lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any Community Assessments thereafter becoming due, nor from the lien of any such subsequent Community Assessments. Except for the foregoing, the lien for Community Assessments provided for in Paragraph 4.01 shall not be affected by any sale or transfer of Dwelling.

ARTICLE V ADMINISTRATION AND USE OF COMMUNITY AREA

5.01 GENERAL POWERS AND DUTIES OF THE BOARD. The Board shall have all of the powers and duties granted to it or imposed upon it by this Declaration, the By-Laws and the Illinois General Not-For-Profit Corporation Act including, without limitation, the following general powers and duties:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Community Area and Community Facilities for the health, comfort, safety and general welfare of persons using the Community Area and Community Facilities.

(b) To repair, maintain, improve and replace the Community Area and all Community Facilities thereon including, without limitation, all landscaping which is part of the Community Area, and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.

(c) To provide maintenance and services with respect to the Community Area, including, but not limited to, (i) maintenance, repair and replacement of all private roads and streets, detention ponds, lakes, recreational facilities, all outdoor parking areas, lighting fixtures, signage, streets, entrance monuments, perimeter fencing and other Community Facilities; (ii) snow removal from private roads and streets and private sidewalks adjacent thereto; (iii) maintenance, repair, replacement, and care of all trees, shrubs, grass and landscaped areas; and (iv) maintenance, repair, replacement and operation of all utilities or portions thereof which are not maintained by the Village or by a public or quasi-public utility or authority or an underlying Association, but excluding the maintenance, repair or replacement of any portion of a driveway serving a Dwelling.

(d) To provide snow removal from Community Area sidewalks, and maintenance of landscaping and grounds to the curb line of any public roads adjacent to the Premises.

(e) To pay for, out of the Community Assessment funds provided for in Article IV hereof, all taxes and Community Assessments and other liens and encumbrances which shall properly be assessed or charged against the Community Area.

(f) To retain and compensate a firm to manage the Association and the Community Area and Community Facilities or any separate portion thereof, and to provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by such Manager.

(g) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or Community Assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Association and its Members or for the enforcement of this Declaration.

(h) To make the dedications and grant the utility easements as described herein.

(i) To obtain (and the Board shall obtain with the premiums therefor being part of the Community Assessment levied pursuant to paragraph 5.03) such policy or policies of insurance as may be necessary, in the Board's opinion, to insure the Association against any liability in connection with the ownership and operation of the Community Area and Community Facilities including, but not limited to, the following:

(1) Insurance on the Community Area and Community Facilities against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a coinsurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Community Area and Community Facilities shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. All such policies of insurance shall name as insured the Association.

(2) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Community Area or upon, in or about the streets and passageways and other areas adjoining the Community Area and Community Facilities, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable; provided, however, that the coverage shall be no less than Three Million (\$3,000,000.00) Dollars per occurrence for personal injury and/or property damage. All policies of insurance of the character described in this Subparagraph shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner on account of the negligent acts of the Association or another Owner.

(3) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(4) Employer's liability insurance in such amount as the Board shall deem desirable.

(5) Fidelity insurance against dishonest acts on the part of Directors, Officers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, written in an amount which is no less than three (3) times the Association's estimated Community Assessments for annual expenses plus all reserves held by the Association.

(6) Such other insurance (including insurance with respect to Officers' and Directors' liability) in such reasonable amounts as the Board shall deem desirable.

5.02 REAL ESTATE TAXES AND COMMUNITY ASSESSMENTS.

Notwithstanding anything to the contrary herein contained and whether or not Declarant shall have conveyed to the Association title to the Community Area and Community Facilities, the Association shall pay and discharge all general and special real estate taxes and Community Assessments levied by any public authority with respect to the Community Area and community facilities.

5.03 USE AND ENJOYMENT OF RECREATION FACILITIES. The rights of the Owners to use and possess the Recreation Facilities following any annexation of such Recreational Area to the Premises as Community Areas, may, from time to time, be made subject to a subordinate right to use and possess the Recreational Facilities (the "User Rights") in favor of any person who is not an Owner or Member and who is

authorized by the Board to have access to the Recreation Facilities for a fee (the "External Users"). The other Recreational Facilities shall be available for the use of the External Users, provided, however, that the Members shall have the right to Priority Use of the Recreational Facilities. The User Rights shall at all times be subject to the provisions of this paragraph 5.03 and additional rules and regulations as the Board may adopt with respect to the use and enjoyment of the Recreational Facilities.

ARTICLE VI GENERAL RESTRICTIONS AND MAINTENANCE OBLIGATIONS

6.01 OBSTRUCTIONS. There shall be no obstruction of the Community Area or Premises, and nothing shall be stored in the Community Area without the prior consent of the Board.

6.02 PETS. No animal of any kind shall be raised, bred or kept in the Community Area or on any Lot or any Dwelling, except that an Owner may keep domestic cats or dogs, not to exceed two (2) in total. The Board may from time to time adopt rules and regulations governing the use of the Community Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance on the Community Area shall be permanently removed from the Premises upon three (3) days' written notice from the Board to the owner of the Dwelling containing such pet and the decision of the Board shall be final.

6.03 PROSCRIBED ACTIVITIES. No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the owners.

6.04 RESTRICTIONS ON USE AND OCCUPANCY; NO UNSIGHTLY USES.

(a) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling, Lot, the Community Area, the Community Facilities and the Common Elements, nor shall any Owner's boats, boat trailers, snowmobiles, motorcycles, recreational vehicles, motor homes, trailers or trucks be stored or parked upon any portion of the Community Area (including, without limitation, any private roads or streets).

(b) No automobiles shall be parked on any Community Area (including, without limitation, grass and other landscaped areas) except those Community Areas designed as parking areas or as otherwise provided in the Rules and Regulations or as allowed by the Board.

(c) The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be permitted thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(d) No pools, spas, screened porches, decks, fences, walls, structures or permanent installations of any kind or nature shall be installed on any Dwelling or Lot, except that any installations made by Developer shall be permitted, except upon the written consent of the Board.

(e) No Owner shall permit anything to be done or kept on his Lot or in his Dwelling or in the Community Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Community Area or the improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Community Area.

(f) Except as constructed or altered by or with the permission of the developer of the property, nothing shall be altered in or removed from the Community Area except upon the written consent of the Board. All landscaping shall be maintained as originally installed and no changes or alterations to the landscaping shall be permitted except upon the written consent of the Board.

(g) No television antenna, satellite dish, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Lot or Dwelling or the Community Area except in compliance with the Federal Communications Commission, as amended. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

(h) The Board shall have the right, at its sole discretion, for aesthetic or other reasons, to require removal of any items installed or placed by any Owner on any Community Area, and the Board may issue such rules and regulations or appropriate to implement the provisions of this paragraph.

In the event of a dispute, the provisions contained herein and in the Association's rules and regulations shall control over any contradictory provisions contained in the Declaration or rules of an underlying Association.

6.05 CONDEMNATION. In the case of a taking or condemnation by competent authority of any part of the community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any reserves being held for such part of the Community Area shall, in the discretion of the Board, either (i) be applied to pay the Community Assessments levied by the Association; (ii) be distributed to the owners and their respective mortgagees, as their interests appear, in accordance with the number of Dwellings owned by any such

Owner; or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners as Community Area under this Declaration.

Any acquisition by the Association pursuant to this paragraph of real estate which shall become Community Area hereunder shall not become effective unless and until a Supplemental Declaration, which refers to this paragraph and legally describes the real estate affected, is executed by the Association and recorded.

ARTICLE VII RESALE OF UNITS

In the event of any resale of a Dwelling by a unit owner, such owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, By-laws, other Association instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the Declaration.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Owners by the Association.

(8) A statement that any improvements or alterations made to the Lot by the prior Owners are in good faith believed to be in compliance with the Declaration.

(9) The identity and mailing address of the principal officer of the Association or of the other officer or agent as is specifically designated to receive notices.

**ARTICLE VIII
RECORDS OF THE ASSOCIATION**

8.01 BOOKS AND RECORDS.

(a) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Unit Owner in a Common Interest Community subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any Amendments, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other Agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than seven (7) years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Unit Owners, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a Not-For-Profit Corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land Trust, a living Trust, or other legal entity, the Trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(b) Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

(c) A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

(d) If the Board fails to provide records properly requested under paragraph (1) of this subsection (i) within the time period provided in that paragraph (1), the Unit Owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Unit Owner prevails and the court finds that such failure is due to the acts or omissions of the Board or the Board of Directors.

ARTICLE IX GENERAL PROVISIONS

9.01 BINDING EFFECT. The easements created by this Declaration shall be of perpetual duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Association and/or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years subject to amendment as hereinafter set forth. This Declaration may be amended by the affirmative vote, in person or by proxy, of sixty-six and two-thirds percent (66 2/3%) of all Owners. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of the Recorder of Deeds of Kane County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

9.02 ENFORCEMENT. Enforcement by the Association or any Owner of the easements, covenants and restrictions contained in this Declaration may be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such easement, covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these easements, covenants and restrictions; failure by the Association or any owner to enforce any easement, covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

9.03 TITLE-HOLDING LAND TRUST. In the event title to any Dwelling is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Dwelling remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust

property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Dwelling.

9.04 PERPETUITIES AND OTHER INVALIDITY. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the last to die of the now living lawful descendants of Barack Obama, President of the United States. If any easement created by this Declaration for the benefit of the Association shall be declared invalid by a final decree of a court of competent jurisdiction, the Association shall be immediately vested with, and is hereby granted, leased and demised, a leasehold estate in the portion of the servient estate theretofore burdened by such easement, for a term which shall commence on the date of such decree and shall expire simultaneously with the expiration of the term of this Declaration, for the same purposes and on the same terms and conditions as theretofore applied to said easement interest.

9.05 SEVERABILITY. Invalidation of provision of this Declaration by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

9.06 HEADINGS. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. The terms "Paragraph" and "Section" are used interchangeably herein and shall refer to the corresponding provision in this Declaration containing the same number heading.

9.07 NOTICES. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use the Community Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, or by electronic means, at the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

9.08 CONFLICT. In the event of any conflict between the terms of this Declaration and the provisions of an Underlying Association Declaration, the provisions of this Declaration shall control. However, the provisions of this Declaration are and shall be subservient to the ordinances and regulations of the County of Kane.

APPROVED AT A MEETING OF THE BOARD OF DIRECTORS HELD ON THE 8th DAY OF NOVEMBER, 2011.

Board of Directors
Prestbury Citizens Association

<u>Allen Kent</u>	<u>Bau CB</u>
<u>Marlene E. Beck</u>	<u>Cynthia M. Miller</u>
<u>Reena J. J. J. J. J.</u>	<u>Patricia A. J. J. J.</u>
<u>Margaret Loe</u>	<u>Cheryl Balland</u>
Being at least 2/3 of the Board of Directors of the Prestbury Citizens Association	<u>Megan Plain</u>

EXHIBIT A

LEGAL DESCRIPTION

All Lots in Prestbury Commercial Tracts "A" and "B", Prestbury Church Tract "A-1", Prestbury Citizens Association, Prestbury Commercial Tracts "A" and "B", Prestbury Commercial Tract "D-1", Open Areas, 2nd Resub of Pt of Lots 37 of Blackberry Hill of Prestbury, Resub of Pt of Lot 37 of Blackberry, Prestbury Unit 1 Resub Multi Family Tract A, Prestbury Unit 2 Resub Multi Family Tract A, Prestbury Unit 3 Resub Multi Family Tract A, Prestbury Unit 4 Resub Multi Family Tract A, Prestbury Unit 5 Resub Multi Family Tract A, Prestbury Unit 6 Resub Multi Family Tract A, Prestbury Unit 7 Resub Multi Family Tract A, Prestbury Unit No. 1, Prestbury Unit No. 2, Prestbury Unit No. 3, Prestbury Unit No. 4, Prestbury Unit No. 5, Prestbury Unit No. 6, Prestbury Unit No. 7, Prestbury Unit No. 8, Prestbury Unit No. 9, Prestbury Unit No. 10, Prestbury Unit No. 11, Prestbury Unit No. 12, Prestbury Unit No. 13, Phase 1, Prestbury Unit No. 14, Prestbury Unit No. 15, Blackberry Hill Subdivision of Prestbury, Green Hills of Prestbury, Homestead of Prestbury, Pt of Prestbury No. 10, Meadow Ridge Villas, Prestbury Multiple Family Tract C Lot 1 Condominium, Prestbury Multiple Family Tract C Lot 2 Condominium, Prestbury Multiple Family Tract C Lot 3 Condominium, Prestbury Multiple Family Tract C Lot 4 Condominium, Prestbury Multiple Family Tract C Lot 5 Condominium, Townes of Prestbury Unit 1, Townes of Prestbury Unit 2 (Sugar Grove Corp. Line), Turtle Cove, Windstone Manor, being in Prestbury, a Subdivision of part of Section 10, Township 38 North, Range 7 East of the Third Principal Meridian, Sugar Grove Township, Kane County, Illinois.

Exhibit A
Legal Description – PIN Numbers

PIN NUMBER	LOT NUMBER
Prestbury Commercial Tracts "A & B" of	
14-10-176-040	Pt Tr. A, Pt 1
14-10-176-041	
Prestbury Church Tract "A-1"	
14-10-176-003	Lot 1
Prestbury Citizens Association	
14-10-200-016	Open Space with Pond
14-11-100-010	149 N. Buckingham Drive
14-10-302-017	Briargate Circle
14-10-300-032	Park on Hanks Road
Prestbury Commercial Tracts "A & B" of	
14-10-333-011	Pt Tr. B, Pt 1
14-10-333-028	Open
14-10-333-029	Open
14-10-300-031	Open
14-10-177-005	Pt Tr. B, Pt 1
Prestbury Commercial Tract "D-1" of	
14-11-300-025	Lot 1
Open Areas	
14-10-426-064	
14-10-401-005	
14-10-452-014	Vacant
14-10-401-087	Vacant
14-10-476-059	Vacant
14-10-401-093	Vacant
14-10-426-020	
14-10-426-069	
14-10-426-016	
14-10-452-013	Vacant
14-10-426-070	
14-10-426-054	
14-10-428-016	North Buckingham Drive
14-10-300-030	Park on Hanes Road

Exhibit A
Legal Description – PIN Numbers

14-15-200-060	Bliss Creek Golf Course
14-15-200-011	Buildings on 060
14-15-200-031	Buildings on 060
14-15-200-054	Roads
14-15-200-055	Roads
14-15-210-015	Pt of Road
14-15-210-016	Pt of Road
14-11-300-041	Bliss Creek Golf Course
14-15-100-017	Bliss Creek Golf Course
14-15-250-019	Road
14-15-210-013	Bliss Creek Golf Course
2nd Resub of Pt of Lots 37 of Blackberry Hill of Prestbury	
14-10-177-025	2
14-10-177-026	1
Resub of Pt of Lot 37 Blackberry	
14-10-177-008	4
14-10-177-013	2
14-10-177-016	2 – Common Area
14-10-177-017	2
14-10-177-018	1 – Common Area
14-10-177-019	1
14-10-177-020	
14-10-177-022	Lot 3 – Common Area
14-10-177-023	Lot 3
14-10-177-024	Lot 3
Prestbury Unit 1 Resub Multi Family Tract A	
14-10-176-006	Lot 1
14-10-176-007	Lot 2
14-10-176-008	Lot 3
14-10-176-009	Lot 4
14-10-176-010	Lot 5
14-10-176-011	Lot 6
14-10-176-012	Lot 7
14-10-176-013	Hanover Lane
14-10-176-014	Douglas Drive
Prestbury Unit 2 Resub Multi Family Tract A	
14-10-176-016	Lot 8

Exhibit A
Legal Description – PIN Numbers

14-10-176-017	Lot 9
14-10-176-018	Lot 10
14-10-176-019	Lot 11
14-10-176-020	Lot 12
Prestbury Unit 3 Resub Multi Family Tract A	
14-10-176-022	Lot 13
14-10-176-023	Lot 14
14-10-176-024	Lot 15
14-10-176-025	Lot 16
14-10-176-026	Lot 17
Prestbury Unit 4 Resub Multi Family Tract A	
14-10-176-028	Lot 18
14-10-176-029	Lot 19
14-10-176-030	Lot 20
Prestbury Unit 5 Resub Multi Family Tract A	
14-10-176-032	Lot 21
14-10-176-033	Lot 22
14-10-176-034	Lot 23
Prestbury Unit 6 Resub Multi Family Tract A	
14-10-176-035	Lot 24
14-10-176-036	Lot 25
14-10-176-037	Lot 26
14-10-176-038	Lot 27
14-10-176-039	Lot 28
Prestbury Unit 7 Resub Multi Family Tract A	
14-10-176-042	Lot 31
14-10-176-043	Lot 30 – 8 Douglas Dr. Aurora
14-10-176-044	Lot 29
Prestbury Unit No. 1	
14-10-401-001	Lot 43
14-10-401-002	Lot 44
14-10-401-092	Lot 45

Exhibit A
Legal Description – PIN Numbers

14-10-401-091	Lot 46
14-10-401-085	Lot 47 and 48
14-10-401-086	Lot 49 and 50
14-10-401-080	Lot 51 and Pt 50
14-10-401-082	Lot 52 and Pt 53
14-10-401-096	Dorchester Court
14-10-401-013	Lot 42
14-10-401-014	Lot 41
14-10-401-076	Lot 40
14-10-401-075	Lot 39 and Pt 38
14-10-401-074	Lot 38
14-10-401-057	Lot 37 and Pt 36
14-10-401-058	Lot 36
14-10-401-059	Lot 35
14-10-401-021	Lot 28
14-10-401-078	Open
14-10-401-077	Lot 29
14-10-401-023	Lot 30
14-10-401-065	Lot 31 and 32
14-10-401-090	Lot 33
14-10-401-089	Lot 34
14-10-401-097	Hathaway Crescent
14-10-402-001	Lot 27
14-10-402-002	Lot 26
14-10-402-003	Lot 25
14-10-402-004	Lot 24
14-10-402-005	Lot 23
14-10-401-071	Lot 22
14-10-401-102	Lot 21
14-10-401-030	Lot 20
14-10-401-031	Lot 19
14-10-401-062	Lot 18
14-10-401-061	Lot 17
14-10-401-095	Lot 16
14-10-401-099	Vacant
14-10-401-100	Lot 15
14-10-401-101	Winthrop
14-10-401-098	Lot 54 and Pt 53
14-10-451-070	Lot 58 and 59
14-10-451-012	Lot 73
14-10-451-020	Lot 74
14-10-451-058	Lot 72
14-10-451-059	Pt 72
14-10-451-014	Lot 71
14-10-451-021	Lot 75

Exhibit A
Legal Description – PIN Numbers

14-10-451-079	Open
14-10-451-022	Lot 76
14-10-451-067	Lot 77 and Pt 78
14-10-451-066	Lot 78 and 79
14-10-451-069	Lot 80
14-10-451-037	Lot 81 and OL 82A and Pt 92
14-10-451-036	Lot 93 – OL 92A
14-10-451-042	OL AA
14-10-451-043	Comm Tr C/A
14-10-451-005	Lot 55
14-10-451-004	Lot 56
14-10-451-071	Lot 57
14-10-451-009	Lot 63
14-10-451-061	Lot 62 & Pt 61
14-10-451-060	
14-10-451-006	Lot 60
14-10-451-073	Fernilee Court
14-10-451-010	Lot 64
14-10-451-011	Lot 65
14-10-451-019	Lot 66
14-10-451-063	Lot 67 & Pt 68
14-10-451-077	Lot 69
14-10-451-015	Lot 70
Prestbury Unit No. 2	
14-15-200-052	Open
14-15-200-016	Open
14-10-476-006	Open
14-15-200-058	Open
14-15-200-059	Open
14-15-226-001	Lot 106
14-10-451-057	Lot 105
14-10-451-064	Lot 104
14-10-451-065	Lot 103
14-10-451-054	Lot 102
14-10-451-053	Lot 101
14-10-451-052	Lot 100
14-10-451-051	Lot 99
14-10-451-050	Lot 98
14-10-451-049	Lot 97
14-10-451-048	Lot 96
14-10-451-047	Lot 95
14-10-451-046	Lot 94
14-10-476-007	Lot 107
14-10-476-008	Lot 108

Exhibit A
Legal Description – PIN Numbers

14-10-476-009	Lot 109
14-10-451-076	Buckingham Drive
14-10-476-062	Open
14-10-476-061	Open
14-10-476-060	Open
14-10-476-059	Open
Prestbury Unit No. 3	
14-10-451-068	Lot 82
14-10-451-030	Lot 83
14-10-451-031	Lot 84
14-10-451-032	Lot 85
14-10-451-033	Lot 86
14-10-451-034	Lot 87
14-10-451-035	Lot 88
14-10-451-041	Lot 89
14-10-451-040	Lot 90
14-10-451-039	Lot 91
14-10-451-038	Lot 92
14-10-451-080	Hathaway Court
14-10-451-044	Outlot A
14-10-451-074	Comm Tr. C
14-10-451-075	Comm Tr. C
Prestbury Unit No. 4	
14-10-455-008	Pt of Cedar Gate Circle
14-10-456-005	Lot 140
14-10-456-004	Lot 139
14-10-456-003	Lot 138
14-10-456-002	Lot 137
14-10-456-001	Lot 136
14-10-379-002	Lot 135
14-10-379-001	Lot 250
14-10-457-003	Lot 126
14-10-457-001	Lot 127
14-10-455-007	Lot 128
14-10-455-006	Lot 129
14-10-455-005	Lot 130
14-10-455-004	Lot 131
14-10-455-003	Lot 134
14-10-455-002	Lot 133
14-10-455-001	Lot 132
14-10-378-011	Pt of Cedar Gate Circle
14-10-454-006	Lot 148

Exhibit A
Legal Description – PIN Numbers

14-10-454-007	Lot 147
14-10-454-008	Lot 146
14-10-454-001	Lot 152
14-10-454-002	Lot 153
14-10-454-003	Lot 154
14-10-454-004	Lot 155
14-10-454-005	Lot 156
14-10-378-001	Lot 241
14-10-378-002	Lot 242
14-10-378-003	Lot 243
14-10-378-004	Lot 244
14-10-378-005	Lot 245
14-10-378-006	Lot 151
14-10-378-007	Lot 240
14-10-378-008	Lot 239
14-10-378-009	Lot 150
14-10-378-010	Lot 149
14-10-376-001	Lot 163
14-10-376-002	Lot 164
14-10-376-003	Lot 165
14-10-377-014	Pt of Windwood Drive
14-10-377-001	Lot 237
14-10-377-002	Lot 238
14-10-377-003	Lot 161
14-10-377-004	Lot 160
14-10-453-001	Lot 159
14-10-453-002	Lot 158
14-10-453-005	Pt of Windwood Drive
14-10-452-004	Lot 157
Prestbury Unit No. 5	
14-10-401-038	Lot 6
14-10-401-039	Pt of Dorchester Court
14-10-401-040	Lot 5
14-10-401-041	Lot 4
14-10-401-042	Lot 3
14-10-401-047	Lot 1
14-10-401-048	Lot 110
14-10-401-049	Lot 111
14-10-401-050	Lot 112
14-10-401-051	Lot 113
14-10-401-052	Lot 114
14-10-401-067	Lot 14
14-10-401-068	Lot 13
14-10-401-070	Pt 8

Exhibit A
Legal Description – PIN Numbers

14-10-401-073	Lot 9 and Pt 8
14-10-401-083	Pt 7
14-10-401-084	Lot 2 and Pt 7
14-10-402-006	Lot 10
14-10-402-007	Lot 11
14-10-402-008	Lot 12
14-10-402-009	Hathaway Crescent and Hathaway Court
Prestbury Unit No. 6	
14-15-101-001	Lot 117
14-15-101-002	Lot 118
14-15-101-003	Lot 119
14-15-202-001	Lot 120
14-15-202-002	Lot 121
14-15-202-003	Lot 122
14-15-202-012	Lot 123
14-15-202-011	Lot 124
14-15-202-010	Open
14-15-202-009	Pt 125
14-15-202-008	Pt of Cedar Gate Circle
14-10-456-008	Lot 141 (possibly Unit 4)
14-10-380-006	Lot 116
14-10-380-005	Lot 115
14-10-380-004	Lot 249 (Discrepancy as to Unit No. 6 or 5)
14-10-380-003	Lot 248
14-10-380-002	Lot 247
14-10-380-001	Lot 246
14-10-376-010	Lot 162
14-10-376-009	Lot 169
14-10-376-008	Lot 170
14-10-376-007	Lot 171
14-10-376-011	Lot 168
14-10-376-012	Lot 167
14-10-376-013	Lot 166
14-10-377-012	Lot 236
14-10-377-013	Lot 235
14-10-377-008	Lot 234
14-10-377-009	Lot 233
14-10-377-010	Lot 232
14-10-453-003	Lot 231
14-10-453-004	Lot 230
14-10-377-005	Pt of Windwood Drive
14-10-452-011	Lot 229
14-10-452-012	Lot 228
14-10-452-003	Lot 227

Exhibit A
Legal Description – PIN Numbers

14-10-452-002	Lot 226
14-10-403-001	Lot 211
14-10-331-011	Lot 210
14-10-331-018	Lot 208 and Pt of Lot 207
14-10-331-021	Pt of Lot 207 and 206
14-10-331-019	Open – Lot 125
14-10-331-004	Lot 205
14-10-331-003	Lot 204
14-10-331-002	Lot 203
14-10-376-006	Lot 174
14-10-376-005	Lot 173
14-10-376-004	Lot 172
Prestbury Unit No. 7	
14-10-301-001	Lot 302
14-10-301-002	Lot 301
14-10-301-003	Lot 300
14-10-301-004	Lot 299
14-10-301-005	Lot 298
14-10-301-006	Lot 297
14-10-301-007	Lot 295
14-10-301-008	Lot 296
14-10-301-009	Lot 294
14-10-301-010	Lot 293
14-10-301-011	Lot 292
14-10-301-012	Lot 291
14-10-301-013	Lot 290
14-10-301-014	Lot 303
14-10-301-015	Lot 304
14-10-301-016	Lot 305
14-10-301-017	Lot 306
14-10-301-018	Lot 310
14-10-301-019	Lot 309
14-10-301-020	Lot 308
14-10-301-021	Lot 307
14-10-301-022	Lot 311
14-10-301-023	Lot 312
14-10-301-024	Lot 313
14-10-301-025	Lot 314
14-10-301-026	Lot 315
14-10-302-001	Briargate Circle
14-10-302-002	Lot 365
14-10-302-003	Lot 364
14-10-302-004	Lot 363
14-10-302-005	Lot 362

Exhibit A
Legal Description – PIN Numbers

14-10-302-006	Lot 361
14-10-302-007	Lot 351
14-10-302-019	Lot 352
14-10-302-020	Lot 353
14-10-302-010	Lot 354
14-10-302-011	Lot 355
14-10-302-012	Lot 356
14-10-303-001	Lot 350
14-10-303-002	Lot 349
14-10-303-003	Lot 348
14-10-303-004	Lot 347
14-10-303-005	Lot 346
14-10-303-006	Lot 345
14-10-302-021	Road – Briargate Circle
Prestbury Unit No. 8	
14-10-325-001	Lot 275
14-10-325-002	Lot 274
14-10-325-003	Lot 273
14-10-325-004	Lot 272
14-10-335-001	Lot 276
14-10-335-002	Lot 277
14-10-337-001	Hardwick Court
14-10-351-001	Lot 288
14-10-336-005	Lot 287
14-10-336-004	Lot 286
14-10-336-003	Lot 285
14-10-335-003	Lot 278
14-10-335-004	Lot 279
14-10-335-005	Lot 280
14-10-335-006	Lot 281
14-10-336-006	Lot 283 and Lot 284
14-10-334-001	Lot 1001
14-10-328-002	Lot 219
14-10-327-003	Lot 1002
14-10-328-007	Lot 220 and Pt of Lot 105
14-10-328-006	Lot 221
14-10-452-006	Lot 222
14-10-331-013	Lot 218
14-10-331-014	Heaton Court
14-10-403-002	Heaton Court and Pt of St.
14-10-331-015	Lot 217
14-10-331-016	
14-10-403-003	Lot 215
14-10-452-007	Lot 223

Exhibit A
Legal Description – PIN Numbers

14-10-452-008	Lot 224
14-10-452-009	Vacant
14-10-452-010	Lot 225 (1003)
14-10-376-018	Lot 182
14-10-376-019	Lot 183
14-10-376-020	Lot 181
14-10-376-021	Lot 180
14-10-376-022	Lot 179
14-10-376-023	Lot 178
14-10-376-024	Lot 177
14-10-376-025	Lot 175
14-10-376-026	Lot 176
14-10-376-014	Lot 184
14-10-376-015	Lot 185
14-10-376-016	Lot 186
14-10-376-017	Lot 187
14-10-377-011	Windwood Court
Prestbury Unit No. 9	
14-10-301-027	Lot 316
14-10-301-028	Lot 317
14-10-301-029	Lot 318
14-10-301-030	Lot 319
14-10-301-031	Lot 320
14-10-301-032	Lot 321
14-10-301-033	Lot 322
14-10-301-034	Lot 323
14-10-301-035	Lot 324
14-10-301-036	Lot 325
14-10-301-037	Lot 326
14-10-301-038	Lot 327
14-10-301-039	Lot 328
14-10-301-040	Lot 329
14-10-301-041	Lot 330
14-10-301-042	Lot 331
14-10-301-043	Lot 332
14-10-301-044	Lot 333
14-10-302-013	Lot 360
14-10-302-014	Lot 359
14-10-302-015	Lot 358
14-10-302-016	Lot 357
14-10-303-007	Lot 344
14-10-303-008	Lot 343
14-10-325-005	Lot 251

Exhibit A
Legal Description – PIN Numbers

14-10-325-006	Lot 252
14-10-325-007	Lot 253
14-10-325-018	Saddlewood Court
14-10-325-008	Lot 254
14-10-338-001	Lot 255
14-10-338-002	Lot 256
14-10-335-009	Lot 259
14-10-335-010	Lot 260
14-10-325-012	Lot 261
14-10-325-011	Lot 262
14-10-325-010	Lot 263
14-10-325-009	Lot 264
14-10-325-013	Lot 265
14-10-325-014	Lot 266
14-10-325-015	Lot 267
14-10-325-016	Lot 268
14-10-325-017	Lot 269
14-10-335-007	Lot 257
14-10-335-008	Lot 258
14-10-302-017	Briargate Circle
14-10-325-019	Blackberry Court
Prestbury Unit No. 10	
14-10-426-025	Lot 380
14-10-426-026	Lot 379
14-10-426-027	Lot 378
14-10-426-028	Lot 377
14-10-299-001	Lot 382
14-10-426-030	Lot 383
14-10-426-031	Lot 384
14-10-426-032	Lot 385
14-10-299-002	Lot 409
14-10-299-003	Lot 410
14-11-160-001	Lot 411
14-11-160-002	Lot 412
14-11-160-003	Lot 413
14-11-160-005	Lot 415
14-11-301-001	Lot 416
14-11-301-002	Lot 417
14-11-160-004	Lot 414
14-11-160-011	Mossfield Court
14-11-160-006	Lot 426
14-11-160-007	Lot 425
14-11-160-008	Lot 424
14-11-160-009	Lot 423

Exhibit A
Legal Description – PIN Numbers

14-11-160-010	Lot 422
14-11-301-007	Lot 421
14-11-301-006	Lot 420
14-10-426-044	Lot 541
14-10-426-043	Lot 540
14-10-426-067	Walnut Circle
14-10-426-042	Lot 550
14-10-426-041	Lot 371
14-10-426-040	Lot 370
14-10-426-039	Lot 369
14-10-426-038	Lot 368
14-10-426-037	Lot 367
14-10-426-023	Lot 366
14-10-426-066	Pt of Road
14-10-426-036	Open – Lot 427
14-10-426-024	Lot 381
14-10-426-035	Lot 375
14-10-426-029	Lot 376
14-10-426-068	Walnut Circle
14-10-426-033	Lot 386
14-11-301-003	Lot 387
14-10-426-034	Lot 391
14-11-301-004	Lot 418
14-11-301-005	Lot 419
14-10-426-045	Lot 547
Prestbury Unit No. 11	
14-15-200-040	Lot 486
14-15-200-041	Lot 487
14-15-200-042	Lot 516
14-15-200-043	Lot 517
14-15-200-044	Lot 518
14-15-226-023	2000
Prestbury Unit No. 12	
14-15-200-050	Lot 510
14-15-200-049	Pt of Lot 509
14-10-476-048	Pt of Lot 509
14-10-476-047	Lot 508
14-10-476-046	Lot 507
14-10-476-045	Lot 506
14-10-476-044	Lot 505
14-10-476-054	Open
14-10-476-063	Lot 504 and Lot 503

Exhibit A
Legal Description – PIN Numbers

14-10-476-058	Lot 502, Pt of Lot 503 and Pt of Lot 501
14-10-476-057	Pt of Lot 501
14-10-476-039	Lot 500
14-10-476-038	Lot 499
14-10-476-037	Lot 498
14-10-476-036	Lot 497
14-10-476-035	Lot 496
14-10-476-034	Lot 495
14-10-476-033	Lot 494
14-10-476-032	Lot 493
14-10-476-031	Lot 492
14-10-476-030	Lot 491
14-10-476-029	Lot 490
14-10-476-028	Lot 489
14-10-476-052	Lot 488
14-10-476-049	Buckingham Drive
Prestbury Unit No. 13, Phase 1	
14-11-162-005	Lot 556
14-11-162-004	Lot 460
14-11-162-003	Lot 459
14-11-162-002	Lot 458
14-11-162-001	Lot 457
14-11-161-010	Bury Court
14-11-161-009	Lot 456
14-11-161-008	Lot 455
14-11-161-007	Lot 454
14-11-161-006	Lot 453
14-11-161-005	Lot 452
14-11-161-004	Lot 451
14-11-161-013	Lot 450 and Lot 449
14-11-161-012	Lot 448
14-11-160-012	Lot 428
14-11-160-013	Lot 429
14-11-160-014	Lot 430
14-11-160-015	Lot 431
14-11-160-016	Lot 432
14-11-160-017	Lot 433
14-11-301-008	Lot 434
14-11-301-009	Lot 435
14-11-301-010	Lot 436
14-11-301-015	Lot 437
14-11-301-016	Lot 390
14-11-301-017	Lot 389
14-11-301-018	Lot 388

Exhibit A
Legal Description – PIN Numbers

14-11-302-005	Pt of Walnut Circle
14-10-426-050	Lot 396
14-11-302-001	Lot 402
14-11-302-002	Lot 403
14-11-302-003	Lot 404
14-11-302-004	Lot 405
14-11-302-005	Lot 406
14-11-302-006	Pt of Walnut Circle
14-11-301-045	Lot 484
14-11-301-044	Lot 483
14-11-301-043	Lot 482
14-11-301-047	Ashwood Court
14-11-301-042	Lot 478
14-11-301-041	Lot 477
14-11-301-040	Lot 476
14-11-301-039	Lot 475
14-11-301-038	Lot 474
14-11-301-037	Lot 473
14-11-301-036	Lot 472
14-11-301-035	Lot 471
14-11-301-034	Lot 470
14-11-301-033	Lot 469
14-11-301-032	Lot 468
14-11-301-031	Lot 467
14-11-301-030	Lot 466
14-11-301-029	Lot 465
14-11-301-057	Lot 464 and Pt of Lot 463
14-11-301-055	Lot 463 and Pt of Lot 462
14-11-301-049	Lot 461 and Lot 462
14-11-301-059	Lot 447
14-11-301-022	Lot 446
14-11-301-019	Lot 445
14-11-301-020	Lot 444
14-11-301-021	Lot 443
14-11-301-023	Lot 442
14-11-301-014	Lot 441
14-11-301-013	Lot 440
14-11-301-012	Lot 439
14-11-301-046	Birchwood Court
Prestbury Unit No. 14	
14-10-276-001	Pt of Lot 560
14-10-276-002	Lot 561
14-10-276-003	Lot 562
14-10-276-004	Lot 563

Exhibit A
Legal Description – PIN Numbers

14-10-276-005	Lot 564
14-10-276-006	Lot 565
14-10-276-007	Lot 566
14-10-426-051	Pt of Lot 560
14-10-426-052	Pt of Lot 561
14-10-426-053	Pt of Lot 562
Prestbury Unit No. 15	
14-11-351-001	Lot 616
14-11-351-002	Lot 617
14-11-351-003	Lot 618
14-11-351-004	Lot 619
14-11-351-005	Lot 620
14-11-351-006	Lot 621
14-11-351-007	Lot 622
14-11-351-008	Lot 623
14-11-351-009	Lot 624
14-11-351-010	Lot 625
14-11-351-011	Lot 626
14-11-351-012	Yorkshire Court
Blackberry Hill Subdivision of Prestbury	
14-10-339-017	Common Area
14-10-339-019	Lot 1
14-10-339-019	Lot 1
14-10-339-020	Common Area
14-10-339-021	Lot 2
14-10-339-022	Lot 2
14-10-339-024	Lot 3
14-10-339-067	Common Area
14-10-339-068	Lot 3
14-10-339-027	Common Area
14-10-339-026	Lot 4
14-10-339-028	Lot 4
14-10-339-016	Hillcrest Drive (Pvt)
14-10-340-045	Lot 16
14-10-340-017	Lot 16
14-10-340-044	Common Area
14-10-340-014	Lot 17
14-10-340-015	Lot 17
14-10-340-013	Common Area
14-10-340-028	Common Area
14-10-340-019	Lot 18

Exhibit A
Legal Description – PIN Numbers

14-10-340-029	Lot 18
14-10-339-045	Lot 5
14-10-339-032	Lot 5
14-10-339-044	Common Area
14-10-340-035	Common Area
14-10-340-036	Lot 26
14-10-340-037	Lot 26
14-10-340-034	Lot 25
14-10-340-040	Common Area
14-10-340-041	Lot 25
14-10-340-043	Lot 24
14-10-340-046	Common Area
14-10-340-047	Lot 24
14-10-340-021	Lot 19
14-10-340-022	Common Area
14-10-340-023	Lot 19
14-10-340-012	Glengarry Lane (Pvt)
14-10-340-030	Common Area
14-10-340-031	Lot 23
14-10-340-032	Lot 23
14-10-340-051	Lot 22
14-10-340-052	Common Area
14-10-340-053	Lot 22
14-10-340-025	Lot 21
14-10-340-026	Common Area
14-10-340-027	Lot 21
14-10-340-039	Lot 20
14-10-340-048	Common Area
14-10-340-049	Lot 20
14-10-339-030	Lot 6
14-10-339-033	Common Area
14-10-339-034	Lot 6
14-10-339-036	Lot 7
14-10-339-046	Common Area
14-10-339-047	Lot 7
14-10-339-048	Common Area
14-10-339-049	Lot 8
14-10-339-038	Lot 8
14-10-339-039	Common Area
14-10-339-040	Lot 9
14-10-339-041	Lot 9
14-10-339-043	Lot 10
14-10-339-051	Lot 10
14-10-339-050	Common Area
14-10-339-064	Common Area

Exhibit A
Legal Description – PIN Numbers

14-10-339-055	Lot 11
14-10-339-066	Lot 11
14-10-339-065	Common Area
14-10-339-058	Lot 12
14-10-339-059	Lot 12
14-10-339-069	Lot 13
14-10-339-071	Pt 13 and 14
14-10-339-061	Lot 14
14-10-339-053	Lot 15
14-10-339-063	Lot 15
14-10-339-070	Common Area
14-10-339-062	Common Area
14-10-333-018	Common Area
14-10-333-016	Lot 31
14-10-333-020	Lot 31
14-10-333-025	Common Area
14-10-333-027	Lot 30
14-10-333-026	Lot 30
14-10-333-024	Common Area
14-10-333-022	Lot 29
14-10-333-023	Pt of Lot 29
14-10-179-018	Lot 28
14-10-179-017	Lot 28
14-10-179-013	Lot 34
14-10-179-014	Common Area
14-10-179-015	Lot 34
14-10-333-009	Lot 33
14-10-333-012	Common Area
14-10-333-013	Lot 33
14-10-333-016	Common Area
14-10-333-015	Lot 32
14-10-333-017	Lot 32
14-10-179-006	Road
14-10-179-009	Lot 27
14-10-179-010	Common Area
14-10-179-011	Lot 27
14-10-179-016	Vacant
14-10-179-021	Common Area
14-10-179-022	Lot 36
14-10-179-023	Lot 36
14-10-179-024	Common Area
14-10-179-025	Lot 35
14-10-179-020	Lot 35
14-10-177-015	Pt of Lot 37
14-10-177-003	

Exhibit A
Legal Description – PIN Numbers

Green Hills of Prestbury	
14-10-181-001	Pt of Lot 10 (open)
14-10-255-001	Pt of Lot 10 (open)
14-10-255-002	Lot 1
14-10-255-003	Lot 2
14-10-255-004	Lot 3
14-10-255-005	Lot 4
14-10-255-006	Green Hill Court
14-10-255-007	Lot 5
14-10-255-008	Lot 9
14-10-255-009	Lot 8
14-10-255-010	Lot 7
14-10-255-011	Lot 6
Homestead of Prestbury	
14-10-426-059	Lot 611
14-10-426-060	Lot 612
14-10-426-061	Lot 613
14-10-426-062	Lot 614
14-10-426-063	Lot 615
14-10-426-058	Lot 627
14-10-427-013	Walnut Lane/Circle
14-10-428-001	Lot 585
14-10-428-002	Lot 586
14-10-428-003	Lot 587
14-10-428-004	Lot 584
14-10-428-005	Lot 588
14-10-428-006	Lot 572 – Sugar Grove Corp Line
14-10-428-011	Lot 571 – Sugar Grove Corp Line
14-10-477-002	Lot 569 – Sugar Grove Corp Line
14-10-428-007	Lot 589 – Sugar Grove Corp Line
14-10-428-008	Lot 590 – Sugar Grove Corp Line
14-10-428-012	Lot 573 – Sugar Grove Corp Line
14-10-428-013	Lot 574 – Sugar Grove Corp Line
14-10-428-014	Lot 575 – Sugar Grove Corp Line
14-10-477-005	Ralph Judd Court
14-10-478-001	Lot 577 – Sugar Grove Corp Line
14-10-428-015	Lot 576 – Sugar Grove Corp Line
14-11-301-054	Lot 596
14-11-301-053	Lot 595
14-11-301-052	Lot 594
14-11-301-051	Lot 593
14-10-428-009	Lot 592

Exhibit A
Legal Description – PIN Numbers

14-10-428-010	Lot 591
14-10-477-001	Lot 570 – Sugar Grove Corp Line
Pt of Prestbury No. 10	
14-10-427-015	Pt of Lot 605
14-10-427-016	Lot 605
14-10-427-003	Lot 604
14-10-427-005	Lot 603
14-10-427-006	Lot 602
14-10-427-008	Lot 601
14-10-427-010	Lot 600
14-10-427-011	Lot 599
14-10-427-012	Lot 598
14-10-427-002	Lot 606
14-10-427-004	Lot 607
14-10-427-007	Lot 608
14-10-427-009	Lot 609
14-10-427-014	Walnut Circle
14-11-302-007	Lot 610
14-11-302-008	Lot 597
14-10-428-016	N. Buckingham Drive – Sugar Grove Corp Line
14-10-477-003	Lot 567
14-10-477-004	Lot 568
14-10-478-009	Lot 578
14-10-478-003	Lot 582
14-10-478-005	Lot 581
14-10-478-006	Lot 579
14-10-478-007	Lot 580
14-10-478-002	Lot 583
Meadow Ridge Villas	
14-11-326-008	Pt of Parcel B
14-11-326-009	Pt of Parcel F
14-11-326-001	Lot 42
14-11-326-002	Lot 43
14-11-326-003	Lot 44
14-11-326-004	Lot 45
14-11-326-005	Lot 46
14-11-326-006	Lot 47
14-11-326-007	Lot 48
14-11-178-001	Pt of Parcel B
14-11-178-007	Pt of Parcel F
14-11-178-012	Pt of Lot 1

Exhibit A
Legal Description – PIN Numbers

14-11-178-011	Lot 26
14-11-178-010	Lot 26
14-11-178-013	Lot 27
14-11-178-014	Lot 27
14-11-178-008	Lot 28
14-11-178-009	Lot 28
14-11-178-005	Lot 29
14-11-178-006	Lot 30
14-11-165-001	Parcel E
14-11-165-002	Lot 25
14-11-165-014	Lot 24
14-11-165-015	Lot 24
14-11-165-011	Lot 23
14-11-165-010	Lot 23
14-11-165-008	Lot 22
14-11-165-009	Lot 22
14-11-165-012	Lot 21
14-11-165-013	Lot 21
14-11-165-007	Lot 20
14-11-166-005	Pt of Parcel D
14-11-179-002	Pt of Parcel D
14-11-166-007	Lot 41
14-11-166-008	Lot 34
14-11-166-009	Lot 34
14-11-166-010	Lot 33
14-11-166-011	Lot 33
14-11-166-012	Lot 32
14-11-166-013	Lot 32
14-11-166-014	Lot 40
14-11-166-015	Lot 40
14-11-166-016	Lot 31
14-11-166-017	Lot 31
14-11-179-007	Lot 35
14-11-179-008	Lot 35
14-11-179-015	Lot 36
14-11-179-016	Lot 36
14-11-179-009	Lot 37
14-11-179-010	Lot 37
14-11-179-011	Lot 39
14-11-179-012	Lot 39
14-11-179-013	Lot 38
14-11-179-014	Lot 38
14-11-304-001	Parcel C
14-11-304-002	Lot 9
14-11-304-003	Lot 10

Exhibit A
Legal Description - PIN Numbers

14-11-304-004	Lot 11
14-11-304-005	Lot 12
14-11-304-006	Lot 13
14-11-304-007	Lot 14
14-11-304-008	Lot 19
14-11-304-009	Lot 18
14-11-304-010	Lot 17
14-11-304-011	Lot 16
14-11-304-012	Lot 15
14-11-303-004	Parcel A
14-11-303-005	Lot 8
14-11-303-013	Lot 7
14-11-303-014	Lot 7
14-11-303-015	Lot 6
14-11-303-016	Lot 6
14-11-303-018	Lot 5
14-11-303-017	Lot 5
14-11-303-009	Lot 4
14-11-303-010	Lot 3
14-11-303-011	Lot 2
14-11-303-012	Lot 1
Prestbury Multiple Family Tract C Lot 1 - Condominium	
14-10-326-001	Lot 1
14-10-326-002	Lot 1
14-10-326-003	Lot 1
14-10-326-004	Lot 1
14-10-326-005	Lot 1
14-10-326-006	Lot 1
14-10-326-007	Lot 1
14-10-326-008	Lot 1
14-10-326-009	Lot 1
14-10-326-010	Lot 1
14-10-326-011	Lot 1
14-10-326-012	Lot 1
14-10-326-013	Lot 1
14-10-326-014	Lot 1
14-10-326-015	Lot 1
14-10-326-016	Lot 1
14-10-326-017	Lot 1
14-10-326-018	Lot 1
14-10-326-019	Lot 1
14-10-326-020	Lot 1

45

Exhibit A
Legal Description – PIN Numbers

14-10-326-021	Lot 1
14-10-326-022	Lot 1
Prestbury Multiple Family Tract C Lot 2 - Condominium	
14-10-327-049	Lot 2
14-10-327-051	Lot 2
14-10-327-067	Lot 2
14-10-327-077	Lot 2
14-10-327-078	Lot 2
14-10-327-087	Lot 2
14-10-327-091	Lot 2
14-10-327-096	Lot 2
14-10-327-079	Lot 2
14-10-327-095	Lot 2
Prestbury Multiple Family Tract C Lot 3 - Condominium	
14-10-327-069	Lot 3
14-10-327-081	Lot 3
14-10-327-062	Lot 3
14-10-327-047	Lot 3
14-10-327-054	Lot 3
14-10-327-055	Lot 3
14-10-327-042	Lot 3
14-10-327-026	Lot 3
14-10-327-027	Lot 3
14-10-327-044	Lot 3
14-10-327-053	Lot 3
14-10-327-070	Lot 3
14-10-327-045	Lot 3
14-10-327-093	Lot 3
14-10-327-089	Lot 3
14-10-327-101	Lot 3
14-10-327-083	Lot 3
14-10-327-094	Lot 3
14-10-327-098	Lot 3
14-10-327-085	Lot 3
14-10-327-100	Lot 3
14-10-327-073	Lot 3
14-10-327-072	Lot 3
14-10-327-071	Lot 3
14-10-327-102	Lot 3
14-10-327-010	Lot 3

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Exhibit A
Legal Description – PIN Numbers

Prestbury Multiple Family Tract C Lot 4 - Condominium	
14-10-327-056	Lot 4
14-10-327-075	Lot 4
14-10-327-065	Lot 4
14-10-327-034	Lot 4
14-10-327-035	Lot 4
14-10-327-064	Lot 4
14-10-327-074	Lot 4
14-10-327-036	Lot 4
14-10-327-037	Lot 4
14-10-327-040	Lot 4
14-10-327-057	Lot 4
14-10-327-038	Lot 4
14-10-327-013	Lot 4
14-10-327-021	Lot 4
Prestbury Multiple Family Tract C Lot 5 - Condominium	
14-10-327-022	Lot 5
14-10-327-031	Lot 5
14-10-327-020	Lot 5
14-10-327-019	Lot 5
14-10-327-060	Lot 5
14-10-327-018	Lot 5
14-10-327-017	Lot 5
14-10-327-016	Lot 5
14-10-327-024	Lot 5
14-10-327-059	Lot 5
14-10-327-030	Lot 5
14-10-327-015	Lot 5
Townes of Prestbury – Unit 1	
14-10-353-003	Fairfax Circle
14-10-353-004	Parcel 1
14-10-353-005	Parcel 1
14-10-353-006	Parcel 1
14-10-353-007	Parcel 1
14-10-352-015	Lot 1
14-10-352-016	
14-10-352-013	Pt of Lot 2
14-10-352-014	Pt of Lot 2
14-10-352-012	Pt of Lot 3

Exhibit A
Legal Description – PIN Numbers

14-10-352-011	Pt of Lot
14-10-352-010	Lot 4
14-10-352-009	
14-10-352-018	Pt of Lot 7
14-10-352-017	Pt of Lot 7
14-10-352-007	Pt of Lot 8
14-10-352-008	Pt of Lot 8
14-10-381-017	Lot 9
14-10-381-016	
14-10-381-025	Pt of Lot 10
14-10-381-024	Pt of Lot 10
14-10-381-006	Pt of Lot 23
14-15-103-001	Pt of Lot 23
14-15-103-009	Lot 24
14-10-382-005	Lot 15
14-10-382-006	Lot 15
14-10-382-007	Lot 16
14-10-382-008	Lot 16
14-10-382-009	Lot 20
14-10-382-010	Lot 20
14-10-381-038	Lot 11
14-10-381-039	Lot 11
14-10-381-022	Lot 12
14-10-381-023	Lot 12
14-10-381-041	Lot 13 – Sugar Grove Corp Line
14-10-381-040	Lot 13 – Sugar Grove Corp Line
14-10-381-037	Lot 14 – Sugar Grove Corp Line
14-10-381-036	Lot 14 – Sugar Grove Corp Line
14-10-381-043	Lot 17 – Sugar Grove Corp Line
14-10-381-042	Lot 17 – Sugar Grove Corp Line
14-10-381-018	Lot 18
14-10-381-019	Lot 18
14-10-381-021	Lot 19
14-10-381-020	Lot 19
Townes of Prestbury Unit 2	Sugar Grove Corp. Line
14-10-383-003	Pt of Parcel 3 – Quarry Ridge Circle
14-15-102-003	Pt of Parcel 3 – Quarry Ridge Circle
14-10-381-028	Lot 29
14-10-381-029	Lot 29
14-10-381-027	Lot 28
14-10-381-026	Lot 28
14-10-381-030	Lot 25
14-10-381-031	Lot 25
14-10-381-034	Lot 22

Exhibit A
Legal Description – PIN Numbers

14-10-381-035	Lot 22
14-10-381-032	Lot 21
14-10-381-033	Lot 21
14-15-103-012	Lot 30
14-15-103-013	Lot 30
14-15-103-011	Lot 31
14-15-103-010	Lot 31
14-15-103-019	Lot 32
14-15-103-018	Lot 32
14-15-103-020	Lot 33
14-15-103-021	Lot 33
14-15-103-022	Lot 34
14-15-103-023	Lot 34
14-15-103-016	Lot 35
14-15-103-017	Lot 35
14-15-103-014	Lot 38
14-15-103-015	Lot 38
Turtle Cove	
14-15-201-001	Lot 41 - Vacant
14-15-201-002	Lot 1
14-15-201-003	Lot 2
14-15-201-004	Lot 3
14-15-201-005	Lot 4
14-15-201-006	Lot 5
14-15-201-007	Lot 6
14-15-201-008	Lot 7
14-15-201-009	Lot 8
14-15-201-010	Lot 13
14-15-201-011	Lot 14
14-15-201-012	Lot 15
14-15-201-013	Lot 16
14-15-201-014	Lot 17
14-15-201-015	Lot 18
14-15-201-016	Lot 19
14-15-201-017	Lot 20
14-15-201-018	Lot 9
14-15-201-019	Lot 10
14-15-201-020	Lot 11
14-15-201-021	Lot 12
14-15-201-022	Lot 21
14-15-201-023	Lot 22
14-15-201-024	Lot 23
14-15-201-025	Lot 24
14-15-201-026	Lot 25

Exhibit A
Legal Description – PIN Numbers

14-15-201-027	Lot 26
14-15-201-028	Lot 27
14-15-201-029	Lot 28
14-15-201-030	Lot 40
14-15-201-031	Lot 39
14-15-201-032	Lot 38
14-15-201-033	Lot 37
14-15-201-034	Lot 29
14-15-201-035	Lot 30
14-15-201-036	Lot 31
14-15-201-037	Lot 32
14-15-201-038	Lot 33
14-15-201-039	Lot 34
14-15-201-040	Lot 35
14-15-201-041	Lot 36
Windstone Manor	
14-10-251-070	Pt of Lot 1
14-10-251-068	Pt of Lot 1
14-10-251-074	Common Area – Lot 1
14-10-251-065	Common Area – Lot 2
14-10-251-062	Lot 2
14-10-251-066	Lot 2
14-10-251-063	Common Area - Lot 3
14-10-251-064	Lot 3
14-10-251-060	Lot 3
14-10-251-057	Common Area – Lot 4
14-10-251-051	Lot 4
14-10-251-058	Lot 4
14-10-251-072	Common Area – Lot 5
14-10-251-073	Lot 5
14-10-251-045	Lot 5
14-10-251-042	Common Area – Lot 6
14-10-251-043	Lot 6
14-10-251-038	Lot 6
14-10-251-016	Lot 6
14-10-251-017	Lot 6
14-10-251-023	Lot 6
14-10-251-024	Lot 6
14-10-251-014	Common Area – Lot 7
14-10-251-028	Lot 7
14-10-251-029	Lot 7
14-10-251-030	Common Area – Lot 8
14-10-251-019	
14-10-251-031	

Exhibit A
Legal Description – PIN Numbers

14-10-251-026	Lot 9
14-10-251-027	Lot 9
14-10-251-034	Common Area – Lot 9
14-10-251-035	Lot 9
14-10-251-036	Lot 9
14-10-251-041	Lot 10
14-10-251-040	Lot 10
14-10-251-047	Lot 10
14-10-251-049	Lot 10
14-10-251-033	Lot 11
14-10-251-021	Lot 11
14-10-251-055	Lot 12
14-10-251-053	Lot 12
14-10-251-048	Common Area – Lot 10
14-10-251-032	Common Area – Lot 11
14-10-251-054	Common Area – Lot 12
14-10-252-010	Common Area – Lot 13
14-10-252-003	Lot 13
14-10-252-005	Lot 13
14-10-252-007	Lot 13
14-10-252-009	Lot 13
14-10-252-011	Lot 13
14-10-252-012	Lot 13

EXHIBIT B

AMENDED AND RESTATED BY-LAWS

ARTICLE I OFFICES

The principal office of the Association in the State of Illinois shall be located within the boundaries of Prestbury, Sugar Grove Township, in the County of Kane, State of Illinois.

ARTICLE II PURPOSES, POWERS AND OFFICE

Section 1 – Purposes

The purposes and objectives of the Association are as set forth in the Articles of Incorporation, as filed with the Secretary of State of the State of Illinois.

Section 2 – Definitions

- (a) "Association" shall mean and refer to the Prestbury Citizens Association, an Illinois not-for-profit corporation, created for the purposes of the administration, operation and maintenance of Prestbury, Kane County, Illinois.
- (b) "Common Area" or "Community Area" means all of the real property which has been conveyed to the Association for the use of Members of the Association and their guests. It includes all real property designated as common property or common area in the plats and amendments thereto and all real property acquired by the Association for such use, whether from the developer or otherwise, together with improvements which may at any time be constructed thereon, including, but not limited to, recreational and community facilities, lakes, parks and streets.
- (c) "Lot" means and refers to any plot of land shown upon any recorded subdivision map, with a lot number, of Prestbury, excluding common area.

- (d) "Owner" shall mean a record owner, whether one or more persons or entities, of a fee simple title to any lot, townhome, condominium, single family home, or the ownership of the beneficial interest of any land trust holding the fee simple title to any lot, including contract purchasers, but excluding any person or entity having such interest merely as security for the performance of an obligation.
- (e) "Member(s)" shall mean and refer to those persons entitled to Membership in the Association as provided in these By-Laws.
- (f) "Board" shall mean and refer to the Board of Directors of the Association.
- (g) "Unit" shall mean and refer to a condominium, townhome, single family home, commercial development, R & D or industrial facility, or lot.

Section 3 – Powers

The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois, the Illinois Common Interest Community Act ("Act"), the Declaration and these By-Laws.

Section 4 – Principal Office

The Association's principal office shall be maintained on the property, at the office of the managing agent engaged by the Association, or such other place as is designated by the Board of Directors.

ARTICLE III MEMBERSHIP

Section 1 – Membership

Each owner shall, by reason of ownership of a lot, become a Member of the Association and shall have such rights and responsibilities as shall be delineated herein for the class of Member applicable to his/her Membership.

The rights and responsibilities contained herein shall extend to all Members.

Section 2 - Class of Members

The Association shall have the following classes of Members:

- (a) Every owner of a single family residential lot in Prestbury shall be a Member of the Association, and shall be in a class known as the "single family homeowners' class."
- (b) Every owner of a condominium or townhome in Prestbury shall be a Member of the Association and shall be in a class known as the "condominium-townhome class."
- (c) Each owner of land in Prestbury designated as research and development shall be a Member of the Association and shall be in a class known as the "R & D Industrial Class."
- (d) Every owner of a golf course or commercial establishment within Prestbury shall be a Member of the Association and shall be in a class known as the "Commercial Owners' Class."

Section 3 - Voting Rights

Except for limitations appearing elsewhere, the voting rights of Members shall be as follows:

- (a) Each beneficial owner/Member in good standing shall be entitled to vote within the class of the type of Membership which they hold. Each Member in the single family homeowners' class shall be entitled to four votes in the Association; each Member of the condominium-townhome owners' class shall be entitled to three votes; each Member in the R & D Industrial Class shall be entitled to one vote for each acre (or fraction thereof) of land owned; and, each Member in the Commercial Owners' Class shall be entitled to one vote for each 1,000 square feet (or fraction thereof) of floor area within a fully enclosed building.
- (b) A Member who owns more than one unit shall be entitled to the number of Memberships equal to the number of such units, shall pay the dues of each of such Membership, and shall be accorded the right to vote each unit as provided above.

- (c) At Membership meetings all votes shall be cast in person, by mail, or by proxy, registered with the Secretary of the Association or his designate.
- (d) The Board is authorized to establish regulations providing for voting. The Board may also adopt rules requiring Owners to provide proof of ownership.
- (e) The Association reserves the right to allow voting by electronic means, namely facsimile or email.
- (f) No proxy shall be valid after eleven (11) months from the date of its execution. Commencing with the next annual meeting and any annual meeting or meeting of Members where a vote is taken, mail-in election procedures are deemed legal and in effect and the Board of Directors may adopt rules to that effect.

Section 4 – General

- (a) Membership shall include an undertaking by the applicant to comply with and be bound by the Declaration of Covenants, Conditions, Restrictions and Easements, the Articles of Incorporation, these By-Laws and amendments thereto, and the policies, rules and regulations at any time adopted by the Board in accordance with these By-Laws, including payment of dues and assessments.
- (b) Membership in this Association shall terminate upon a Member's ceasing to be an owner.
- (c) The voting rights provided herein shall not be increased in the event an ownership is held by more than one person, but in all events, shall be cast as a single unit.
- (d) Members shall have a license to use the common properties subject to the provisions of the declaration and subject to such other rules and regulations as may be established by the Board.

ARTICLE IV FEES, DUES AND ASSESSMENTS

Section 1 - Operating Budget and Annual Dues

- (a) Prior to the annual meeting of the Association in each year,

the Board shall adopt an operating budget to be presented for approval by the Members at such annual meeting. The budget shall be adopted only after Members of the Association have had a reasonable opportunity to review the same for a period of no less than thirty (30) days and to comment thereon, either at hearings held thereon or through such other means as the Board may direct. Each owner shall be provided notice of the meeting concerning the adoption of the proposed annual budget not less than ten (10) nor more than forty (40) days prior to date thereof. Upon approval, the Board shall, taking into consideration other sources of income that the Association may have, levy an annual assessment for each unit for the following year. Upon the adoption and approval of the budget, the Board shall be bound by same, and shall not vary therefrom by more than twenty-five (25) percent of the total amount thereof without having called a special meeting of the Association to approve such variations. The Board may, by resolution, fix the time for payment of annual assessments. Payments shall be remitted monthly, but Members shall have the option of paying quarterly, semi-annually, or annually in advance.

- (b) Annual dues for each class of Member shall be as follows:
- (1) Single family homeowners' class will be used as the base rate against which all other classes will be prorated.
 - (2) Condominium-townhome owners' class will be assessed at 75% of the base rate.
 - (3) R & D Industrial Class - 50% of the base rate for each acre owned (or fraction thereof.) This class shall have no rights to the common areas owned by the Association.
 - (4) Commercial Owners' Class - 50% of the base rate for each 1,000 square feet (or fraction thereof) of floor area within a fully enclosed building. This class shall have no rights to the common areas owned by the Association.

Section 2 – Annual Accounting

The Board shall make available to all owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together

with a tabulation of the amounts collected pursuant to the budget, and showing the net excess or deficit of income over expenditures plus reserves.

ARTICLE V MEETINGS OF MEMBERS

Section 1 - Annual Meetings

An annual meeting of the Members shall be held at such place as designated by the Board on the second Tuesday of January of each year for the purpose of (1) hearing reports from the Board and all committees, (2) approval of the annual budget, and (3) the election of Directors.

Section 2 - Special Meetings

Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of 20% of the Members of the Association who have the right to vote at such meetings. Such petition shall set forth the purpose of the special meeting. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

Section 3 - Notice of Meetings of the Association

Written notice of the date, place and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either electronically, personally or by mail. Such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage prepaid; or such notice may be published in any publication printed under the auspices of the Association and distributed generally among Members of the Association.

Section 4 – Quorum

The Members, in person or by proxy, representing twenty percent (20%) of the votes entitled to be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice until a quorum is present. A majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by law, or a provision of these By-Laws. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the following actions:

- (a) Merger or consolidation of the Association; and
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association (excluding the securing of a loan for common area maintenance).
- (c) The purchase or sale of the land or of the Dwelling on behalf of all Owners.

Section 5 - Parliamentary Authority

The current edition of Roberts Rules of Order newly revised shall be the parliamentary authority where applicable and where there is no conflict between said rules and the By-Laws of this Association. A copy of Roberts Rules of Order shall be maintained at the Association offices.

ARTICLE VI MEMBERS' RESPONSIBILITIES

Section 1 - Property Ownership

Title to all roadways except as hereafter provided, open spaces, parks, lakes, clubhouse, pool and attendant properties will be vested in the Association for the mutual benefit of all Members of said Association, with the exception of open spaces and recreational facilities within multi-family areas.

Section 2 – Roads

All streets in Prestbury, with the exception of dedicated or platted public roads, and private drive areas in multi-family areas, shall be owned and maintained by the Association. The Association may provide rules and regulations for the use of the private roads. Notwithstanding the foregoing, in the event Prestbury shall become part of a municipality, either by annexation or incorporation of a new entity, or the Board determines that it is in the best interests of the Association to relinquish control or ownership of any such roadways (including storm sewers, sidewalks, trees and street lighting) to a municipal, township, County or state government, the Board shall have the authority to relinquish control or ownership of such roadways under terms and conditions it deems appropriate.

Section 3 – Sidewalks

Concrete sidewalks will be maintained and replaced as necessary by the individual lot owner to the extent that the sidewalk borders their lot.

58

Section 4 – Trees

With the exception of the multi-family areas, plantings in open spaces and parkways, as well as parkway grass must be maintained by the individual lot owner.

Section 5 - Recreational Facilities

The swimming pool, tennis courts, clubhouse, parks and lakes in Prestbury shall be available to both single family and multi-family residents, and may be used by all, provided, however, that the Board may establish an extra fee or additional regulations for the use of said facilities. Said facilities are restricted to the Members and their guests. Any Member may delegate their rights of enjoyment to the recreational facilities, with the exception of the "Cheshire Club," to tenants or contract purchasers who reside on their lot, provided, however, that if any Member delegates such right of enjoyment to tenants or contract purchasers, neither the owner nor his family shall be entitled to use such facilities during the period of delegation.

Section 6 - Street Lighting

Street lighting on public thoroughfares has been installed on the Property. Maintenance and energy charges will be the responsibility of the Association.

Section 7 – Lots

Owners of undeveloped or vacant lots shall maintain said lots, keeping them free of weeds and rubbish, and keeping grass cut to a reasonable length. In the event of violation of this provision, the Association, at the option of the Board, may elect to provide such maintenance at an additional charge to the owner.

ARTICLE VII BOARD OF DIRECTORS

Section 1 - General Powers

The Board shall:

- (a) Manage and control the affairs of the Association in compliance with the legal requirements of the laws of the State of Illinois, these By-Laws and the Declaration of Covenants, Conditions, Restrictions, and Easements.
- (b) Adopt a corporate seal as the seal of the Association.
- (c) Designate a banking institution or institutions as depository

for the Association's funds; and the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.

- (d) Perform other acts the authority for which has been granted herein or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interests of the Association require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. However, such borrowing of money shall not exceed twenty-five (25) percent of the annual budget of the Association then in effect. Borrowing must be approved by a three-fourths (3/4) majority of the entire Board. Borrowing of funds exceeding twenty-five (25) percent of the budget must be voted upon at a special meeting of the Members of the Association. The Board may, if it determines that the same shall be reasonably necessary, assign, pledge, mortgage or encumber any Association property as security for such borrowings, and they may pledge or assign future revenues of the Association as security therefore.
- (e) Adopt such rules and regulations relating to the use of Association property, and sanctions after the Owner has been given an opportunity to be heard for non-compliance therewith, as it may deem reasonably necessary for the best interests of the Association and its Members. The Board may also establish and levy reasonable fines for the violation of such rules and regulations, after notice and an opportunity to be heard have been given to the Owner, or take other actions as deemed necessary.
- (f) Appoint the Members of an Architectural Standards Committee, which shall have the authority to enforce compliance with the Declaration of Conditions, Covenants, Restrictions and Easements, and with the rules and regulations established by the Association.
- (g) Cause the Association to employ sufficient personnel to adequately perform the responsibilities of the Association.
- (h) Adopt reasonable rules of order for the conduct of the meetings of the Association, and with reference thereto, on procedural questions upon which no rules have been adopted, the ruling of the chairman of the meeting shall be final.

- (i) Elect officers of the Association as provided in Article VIII, Section 2. The Board may establish committees of the Association and appoint the Members thereof. It may assign committees such responsibilities and duties not inconsistent with the provisions of these By-Laws or with the law as it may deem appropriate.
- (j) The Board shall adopt an operating budget as provided for in Article IV, Section 1.
- (k) In addition to the annual assessment, the Board may at any time or from time to time levy special assessments by resolution of a majority thereof. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, or for other non-recurring common expenses, or any common expense not set forth in the budget as adopted. If a special assessment requires assessment against the Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition of Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of filing of the petition to consider the budget. The Owner approval requirement will not apply if said special assessment is being used to pay for emergency repairs, maintenance or replacement or mandated by law. Such special assessments shall be payable by Members according to the proration set forth in Article IV, Section 1.
- (l) Notwithstanding the foregoing, the Board may enter into contracts for it to maintain and replace roads, storm sewers, sidewalks, trees and street lighting for those areas that are under the control of a municipality, township, County or State government.
- (m) To provide for the designation, hiring and removal of the such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

- (n) To own, convey, encumber, lease or otherwise deal with Lots or other real property conveyed to or purchased by the Association;
- (o) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Common Property;
- (p) To accumulate and invest all excess funds, surpluses and reserves to pay for all future repairs and capital improvements.

Section 2 - Suspension of Rights and Privileges

The Board shall have the power to impose reasonable monetary fines for the infraction of its rules and to suspend the voting rights and the rights of a Member to the use of the common areas and facilities during any period in which such Member shall be in default in payment of any assessment levied by the Association. Any rules, regulations or resolutions passed by the Board shall have the same force and effect as these By-Laws, and may be enforced in the same manner or as otherwise provided by law. Any suspension of rights, or fines imposed, may be for the duration of the infraction or for any additional period thereafter, not to exceed ninety (90) days. The Board may not, however, impose a fine or suspend a Member's rights or privileges unless and until the following procedure is followed:

- (a) A written demand to cease and desist from an alleged violation shall be served upon the Member, said demand stating the alleged violation and the action required to abate the violation;
- (b) The Board must serve the Member with written notice of a hearing to be held by the Board in executive session, specifying the alleged violation, and giving the time and place of the hearing, which shall not be less than ten (10) days from the giving of notice, and the proposed sanction to be imposed. The Member shall be invited to attend the hearing and to produce any statement or evidence on his behalf.

Section 3 - Number, Tenure and Qualification

There shall be nine (9) Directors. Each Director shall be a voting Member of the Association, and shall hold office for a term of three (3) years and until his successor shall have been seated (elected and qualified), however, the terms of

at least three (3) Directors shall expire each year. No Director may serve more than two (2) consecutive full terms.

Section 4 – Nomination

Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a Member of the Board, and two (2) or more Members of the Association, and shall be appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among the Members.

Section 5 - Regular Meeting

A regular annual meeting of the Board shall be held without other notice than this By-Law immediately prior and/or after, and at the same place as the annual meeting of Members. The Board may provide by resolution for the time and place for the holding of additional regular meetings of the Board without other notice than such resolution. The Board shall conduct no less than four (4) meetings per year. At all meetings, there shall be a portion of the meeting held for a homeowners' forum. The Board shall have the power to set the guidelines on the time and length of such forum.

Section 6 - Special Meetings

Special meetings of the Board may be called by or at the request of the president or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix such time and place as the place for holding any special meeting of the Board called by them. Notice of any special meeting of the Board shall be given at least forty-eight (48) hours prior thereto by written notice delivered personally or sent by mail, electronic means or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

Section 7 – Closed or Executive Sessions

The Board of Directors may from time to time convene a closed or executive session to discuss:

- (a) The hiring and firing of personnel and other contractors;

- (b) Disciplinary action pertaining to any Owner's conduct or failure to pay any charges;
- (c) Confidential matters such as threatened or pending legal matters with legal counsel;
- (d) Such other confidential matters as the Board of Directors deems appropriate.

No business shall be conducted at any closed session nor may any vote be taken. There shall be no minutes taken of closed sessions.

Section 8 – Quorum

The majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 9 - Manner of Action

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law or by these By-Laws.

Section 10 - Informal Action Without A Meeting

Any action required to be taken at a meeting of the Board, 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 of 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 of the Directors or all of the Members of the committee shall have the same effect as a unanimous vote, and shall be incorporated in the minutes of the next Board meeting.

Section 11 – Vacancies

If there is a vacancy, the remaining Members of the Board may fill the vacancy by a two-thirds (2/3rds) vote of the remaining directors until the next Annual Meeting unless a petition is filed by twenty percent (20%) or more of the Members of the Association to request a special election to the vacancy. A meeting of owners shall then be called no later than thirty (30) days following the filing of the Petition.

Section 12 – Compensation

Directors as such shall not receive any salaries for their services. Nothing herein, however, shall be construed to preclude any Director from being reimbursed for his actual expenses in the performance of his duties on behalf of the Association.

Section 13 - Special Service Contracts

The Board shall have the power to enter into special services contracts with other Associations within the boundaries of Prestbury and to create special charges and fees to cover said contracts.

Section 14 - Removal From Office

Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of the Members of the Association.

Section 15 - Minutes of Meetings

The Board shall publish to the community the minutes of all regular and special meetings in a timely fashion.

ARTICLE VIII OFFICERS

Section 1 – Officers

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

Section 2 - Qualifications and Method of Election

The officers shall be voting Members of the Association, shall be elected by the Board, and shall serve for a term of one year. All officers shall be Members of the Board.

Section 3 – President

The president shall preside at all meetings of the Association and the Board at which he is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as an active Member of the long range planning committee. The president is a Member ex-officio of all other standing and ad hoc committees.

25

Section 4 - Vice President

The Vice President shall assume the duties of the president during his temporary absence.

Section 5 – Secretary

The Secretary shall keep the minutes of all the meetings of the Association and of the Board, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all Association records, and copies of all such records shall be maintained at the registered office of the Association.

Section 6 – Treasurer

The Treasurer shall receive all corporate funds, keep them in depositories approved by the Board, and pay out funds only on checks signed by any two officers or in such manner as deemed appropriate by the Board. The Treasurer shall be chairman of the finance committee.

Section 7 – Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

ARTICLE IX COMMITTEES

Section 1 - Standing Committees

The Standing Committees of the Association shall be finance (operations, budget and planning); Pool; Clubhouse and Office Building; Tennis; Youth; Maintenance; Public Safety; Long Range Planning; and Architectural Standards.

Section 2 - Subcommittees and/or Ad Hoc Committees

In addition to the standing committees, subcommittees and/or ad hoc committees may be formed by the Board.

Section 3 - Qualifications and Method of Appointment

- (a) The chairpersons of all standing committees shall be Members of the Board and shall be appointed by the president with the advice and consent of the Board to serve

66

for a term of one year. Each subcommittee or ad hoc committee shall include at least one Member of the Board.

- (b) All Members of standing committees shall be voting Members of the Association; shall be appointed by the standing committee chairperson with the advice and consent of the Board, and should attempt to reflect Membership from the various classes of Membership.
- (c) If and when the Board deems it necessary to activate sub and/or ad hoc committee(s), the chairperson of such committee(s) shall be appointed by the president with the advice and consent of the Board. All Members of such committee(s) shall be voting Members of the Association appointed by the committee chairperson with the advice and consent of the Board.
- (d) The terms of Membership or life of all committees other than standing committees shall be as determined from time to time by the Board.

Section 4 - Duties and Responsibilities

The duties and responsibilities of committees shall be as prescribed by the Board.

Section 5 – Staff

The staff of the Association shall consist of such personnel, including management personnel, as selected, appointed or retained by the Board and such other Members as the Board may from time to time authorize.

Section 6 - Representative of Management

A representative of management shall be expected to attend all Board and Architectural Standards Committee meetings in an advisory role, but shall have no right to vote. Said representative may attend other committee meetings as directed.

ARTICLE X DUTIES OF MEMBERS

Section 1 - Payment of Assessments

The dues, charges or assessments levied by the Association as provided herein shall be paid to the Association on or before the date established by the

67

Board. If a unit owner is in default or delinquent in the payment of dues, charges or assessments for thirty (30) days, the Association may assess a service charge of \$10.00 to be added to the balance owed. If a unit owner is delinquent for sixty (60) days or more, the amount of such delinquent dues, charges or assessments, late fees, plus any charges thereon, including interest at a rate of 1 1/2% per month or 18% annually (but not more than the highest rate permitted by law) from the date of delinquency or default and the cost of collection, including attorney's fees, shall constitute and become a lien on the unit so assessed. The Board shall have the right to record in the office of the recorder of Kane County, Illinois a notice of lien which notice shall state the amount of such delinquency and such other charges attributable thereto. Such notice shall be signed by an appropriate officer or agent of the Association on behalf of the Association. Upon payment of such delinquency or other satisfaction thereof, and the recording fees, the Board shall, within a reasonable time, cause to be recorded a further notice of satisfaction and release of said lien.

Section 2 - Priority of Lien

Conveyance of any unit shall not affect any lien for delinquencies provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of delinquency.

Section 3 – Enforcement

The Association may bring suit for and on behalf of itself and as representative of all unit owners and against any unit owner for the collection of the debt or delinquency as set forth in Section 1. The Board may from time to time authorize an attorney of its choice to file suit against unit owners on whose property a lien has been filed. The Board may cause to be published in its minutes, and any newspaper or other publication, the names of any unit owner against whom judgments have been obtained by the Association and the amounts thereof. The Association may pursue any remedy available by law or equity for collection of money owed by any unit owner.

Section 4 - Proof of Payment

Upon reasonable notice, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

Section 5 – Suspension

The Association shall not be required to transfer Membership on its books or to allow the exercise of any rights or privileges of Membership on account thereof to any owner or to any person claiming under them unless or until all dues, assessments and charges to which they are subject have been paid.

**ARTICLE XI
FISCAL YEAR**

The fiscal year for the Association shall be the calendar year.

**ARTICLE XII
INDEMNIFICATION AND POWER OF HOLD HARMLESS**

Section 1 – Indemnification

The Association shall indemnify all officers, Directors, employees and agents to the maximum extent permitted by Illinois law.

Section 2

Any indemnification under Section 1, unless ordered by a court, shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Members entitled to vote, if any.

Section 3

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this section.

Section 4

The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as its representative to another entity, against any liability asserted against such person and incurred by such person in any such capacity.

Section 5

If the Association has paid indemnity or has advanced expenses under this section to a Director, Officer, employee or agent, the Association shall report the indemnification or advance to the Members.

Section 6

These indemnification rights constitute a contract, intended to be retroactive to events occurring prior to its adoption.

ARTICLE XIII AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws adopted by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Members voting (in person or by proxy) at a regular meeting or at a special meeting of the Association called for the purpose of amending the By-Laws. The power to propose amendments to the By-Laws shall be vested in the Board. Amendments may also be proposed, in writing, by 5% of the Members of the Association. In no event may the By-Laws be amended without written notice of the proposed amendments being provided to all Members at the time of delivery of the notice of meeting at which the amendment(s) will be considered.