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PINs: SEE ATTACHED EXHIBIT A

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## AMENDED AND RESTATED DECLARATION FOR GRAND RESERVE ALGONQUIN HOMEOWNERS ASSOCIATION

This Amended and Restated Declaration (the "Amended and Restated Declaration") for Grand Reserve Algonquin Homeowners Association is made this 31<sup>st</sup> day of August, 2021 (the "Effective Date").

### R E C I T A L S

WHEREAS, this Amended and Restated Declaration relates to that certain real estate located in the Village of Algonquin (the "Village"), Illinois, which is legally described on Exhibit A hereto (the "Total Property");

WHEREAS, the Total Property is known as the Grand Reserve Subdivision (the "Community"), as created by the Final Plat of Subdivision recorded with the Recorder of Deeds of McHenry County (the "Recorder") on June 2, 2004, as document number 2004R0049463 (the "Original Plat");

WHEREAS, the Original Plat subdivided the Total Property into one hundred five (105) lots approved for construction of seventy six (76) condominium manor homes (each a "Manor Home") on Lot 105, one hundred eighteen (118) Duplex Homes (each a "Duplex Home") on lots designated as Lot 45-99, and forty four (44) single family homes ("Single Family Homes") on lots designated as Lot 1-44;

WHEREAS, as of the Effective Date, eight (8) Manor Homes are constructed, twenty four (24) Duplex Homes are constructed, seventeen (17) Single Family Homes are constructed, seventy two (72) lots are vacant, and three (3) lots are owned by the Village;

WHEREAS, the Total Property is subject to a Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, as initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872 (the Original Master Declaration and First and Second Amendments are altogether hereinafter referred to as the "Master Declaration") and governed by the Grand Reserve Master Association, Inc., an Illinois not for profit corporation, formed on September 2, 2010, with the Illinois Secretary of State as the new entity after the involuntary dissolution of "Grand Reserve Master Association, Inc." on October 9, 2009 (the "Master Association");

WHEREAS, Grand Reserve Algonquin, LLC, an Illinois limited liability company, is, by assignment, Master Declarant as defined in the Master Declaration;

WHEREAS, the lots intended for construction of Single Family Homes are also subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association recorded with the Recorder on September 3, 2004, as document number 2004R0079892 (the "Single Family Declaration") and governed by the Grand Reserve Homeowners Association, an Illinois not-for-profit corporation (the "Single Family Association");

WHEREAS, lot 105 intended for construction of the Manor Homes is also subject to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association recorded with the Recorder on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment recorded with the Recorder on May 10, 2007, as document number 2007R0033006 (the "Manor Declaration") and governed by the Grand Reserve Manor Home Condominium Association, an Illinois not-for-profit corporation (the "Manor Association");

WHEREAS, the lots intended for construction of the Duplex Homes are also subject to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the Recorder on June 19, 2007, as document number 2007R0042573 (the "Duplex Declaration") and governed by the Grand Reserve Duplex Association, an Illinois not-for-profit corporation (the "Duplex Association");

WHEREAS, the Total Property is and has been since inception functionally run as one homeowner's association under the Master Declaration;

WHEREAS, the board of directors of the Master Association is elected by the Master Association Members consisting of: (i) the Homeowners Association, (ii) the Duplex Association, (iii) the Manor Association, and (iv) Master Declarant or its successors and assignees;

WHEREAS, each Master Association Member other than the Master Declarant is entitled to the number of votes equal to the number of Owners each Member Association has; provided that if there are two or more Owners of any Single-Family Homes, Duplex Homes or Manor Home, each will constitute only one (1) vote for the corresponding Master Association Member. The Master Declarant shall have the number of votes equal to the total number of developed or approved units of the project minus the then current number of votes then held by all other Master Association Members;

WHEREAS, the Master Association Members and the Master Declarant desire to comprehensively amend and restate the Master Declaration to incorporate the Single Family Declaration, the Manor Declaration and the Duplex Declaration into this Amended and Restated Declaration which shall govern the Community;

WHEREAS, in connection therewith and as is required by Article X, Section 5 of the Single Family Declaration, not less than seventy five (75) percent of the Single Family Association Members have consented to repeal by written instrument the Single Family Declaration in the form attached hereto as Exhibit C;

WHEREAS, as is required by Section 10.6 of the Duplex Declaration, not less than seventy five (75) percent of the Duplex Association Members have consented to repeal by written instrument the Duplex Declaration in the form attached hereto as Exhibit D;

WHEREAS, as is required by Article XVIII, Section 6 of the Manor Declaration, not less than one hundred (100) percent of the Manor Association Members have consented to rescind by written instrument the Manor Association in the form attached hereto as Exhibit E;

WHEREAS, as is required by the Condominium Property Act of Illinois (765 ILCS 605/16), all of the Owners of the Manor Homes have agreed to remove the property subject to the Manor Declaration from the provisions of the Condominium Property Act of Illinois, The First Mortgagees (as such term is defined in the Manor Declaration) have been notified and all of their liens shall be transferred to the undivided interest of the Owner of the respective Manor Home;

WHEREAS, as required by Section 9.05 the Master Declaration, the Village of Algonquin has approved this Amended and Restated Declaration;

WHEREAS, Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), is the contract purchaser of the remaining seventy two (72) vacant lots of the Total Property as such lots are described on Exhibit B attached hereto (the "Forestar Lots");

WHEREAS, Forestar intends to resubdivide the Forestar Lots into one hundred thirty (130) lots as are depicted on the proposed site plan, and develop and construct an additional one hundred thirty (130) single family detached homes to be marketed and sold as part of the Community;

WHEREAS, upon the acquisition of title to the Forestar Lots by Forestar, Forestar will be granted certain developer rights ("Designated Builder Rights") as are reserved in Article Twelve of this Amended and Restated Declaration and Forestar's architectural design and elevations intended for the single family homes to be constructed on the Forestar Lots shall be approved.

NOW, THEREFORE, the Total Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth in this Amended and Restated Declaration, and the Master Declaration shall be amended and restated in its entirety hereby, and the Single Family Declaration, the Duplex Declaration and the Manor Declaration shall be extinguished and terminated in their entirety.

## ARTICLE ONE INDEX

For the purpose of this Amended and Restated Declaration, this Article One, "Index", is an integral part of this Amended and Restated Declaration, and all of the terms hereof are incorporated in this Amended and Restated Declaration in all respects. In the event of any conflict between the words and terms used in this Amended and Restated Declaration and the express terms set forth below in this Index, the Index shall control:

PROPERTY:	<p>The Total Property subject to the Amended and Restated Declaration shall be as legally defined on <u>Exhibit A</u> attached hereto. <u>Exhibit A</u> shall be amended upon recording of a Plat of Resub consisting of one hundred forty eight (148) lots intended for construction of Single Family Homes (of which eighteen (18) are improved with the existing single family homes and one hundred thirty (130) lots shall be the newly platted lots intended for construction of new single family homes), two (2) lots are improved with two (2) buildings housing eight (8) Manor Homes, and twelve (12) lots are improved with twenty four (24) Duplex Homes.</p> <p>The Total Property shall be subject to one Declaration and shall be governed by one homeowner's association. The Total Property shall continue to be referred to as the Grand Reserve subdivision.</p>
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THE BOARD:	<p>The Association shall be governed by a Board of Directors. The Board of Directors shall be comprised of not less than three (3) persons elected by the majority vote of the Owners entitled to vote at such meeting. Each Owner of a Single Family Home, a Manor Home and a Duplex Home shall be entitled to one (1) vote for the election of the members of the Board. No Single Family Home, Manor Home, or Duplex Home shall have more than one vote, regardless of the number of Owners of a Home.</p>
AGE RESTRICTION:	<p>The Total Property is intended to provide housing primarily for persons 55 years of age or older and shall be operated as an age-restricted residential community in compliance with applicable laws.</p>
COMMON ASSESSMENT AND MAINTENANCE OBLIGATIONS:	<p>The annual regular assessment payable by all Owners shall be determined by the Board of Directors and payable by the Owners of the Single Family Homes, the Manor Homes, and the Duplex Homes. The annual regular assessment shall be used for the maintenance and insurance expenses incurred by the Association for the Common Areas.</p> <p>In addition to the annual regular assessment payable by all Owners, the Owners of the Manor Homes and the Duplex Homes shall pay an additional assessment to maintain and insure the exterior portions of the Duplex Homes and Manor Homes (as the case may be). The Single Family Homes do not pay the additional assessment, as the Owners of the Single Family Homes are solely responsible for their own property insurance and maintenance of the Single Family Homes.</p>
SPECIAL ASSESSMENT:	<p>The Board of Directors has the authority to levy a special assessment (i) to pay (or build reserves to pay) other than ordinary expenses to be covered by the Common Assessments; or (ii) to cover an unanticipated deficit under</p>

	<p>the prior year's budget. Any special assessment shall be levied against all of the Single Family Homes, the Duplex Homes and the Manor Homes on a prorated basis. No special assessment shall require the aggregate payment with respect to a Home of greater than five (5) times the most recent monthly Common Assessment shall be adopted without the affirmative vote of the Board and the majority of Owners. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any special assessment (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.</p> <p>Any special assessment applicable only to the Duplex Homes or the Manor Homes (and not the Single Family Homes) shall require the majority vote of the Owners of the Duplex Homes or the Manor Homes, as the case may be, voting separately as a class.</p> <p>Any special assessment applicable only to the Single Family Homes and not the Duplex Homes or Manor Homes shall require the majority vote of the Owners of the Single Family Homes voting separately as a class.</p>
<p><b>INSURANCE OBLIGATION OF THE OWNERS:</b></p>	<p>Each Owner of a Single Family Home is responsible for maintaining its own property insurance for the full replacement value of their Home.</p> <p>Each of the Manor Home and Duplex Home Owners are responsible for maintaining "walls-in" insurance coverage on their Home. The Association will maintain property insurance for the building housing the Manor</p>

	Homes and the Duplex Homes, which cost will be included in the additional assessment paid by each of the Owners of the Manor Homes and the Duplex Homes.
VOTE REQUIRED TO AMEND THE DECLARATION:	The Amended and Restated Declaration cannot be amended without the consent of at least a majority of the Owners entitled to vote, voting together as one class; except to the extent that an amendment shall only affect the rights of the Owners of the Single Family Homes, the Duplex Homes or the Manor Homes, to the exclusion of any other Owners, then such matter shall require the majority consent of such Owners so affected voting separately as a class.

## ARTICLE TWO DEFINITIONS

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

- 2.01 AGE QUALIFIED OCCUPANT: Any individual (i) fifty (50) years of age or older who owns a Single-Family Home, a Manor Home or Duplex Home and who was the original purchaser of such Home from Master Declarant; or (ii) fifty-five (55) years of age or older who Occupies a Single-Family Home, Manor Home or Duplex Home.
- 2.02 AMENDED AND RESTATED DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.
- 2.03 ASSOCIATION: The Grand Reserve Algonquin Master Association Inc., an Illinois not-for-profit corporation, its successors and assigns.
- 2.04 BOARD: The board of directors of the Association, as constituted at any time, from time to time, in accordance with the applicable provisions of this Amended and Restated Declaration and the By-Laws.
- 2.05 BY-LAWS: The By-Laws of the Association attached hereto as Exhibit G
- 2.06 CHARGES: The Common Assessment, the Duplex Assessment, the Manor Home Assessment, any special assessment or other charge levied by the Association and/or any other

charges or payments which an Owner is required to pay or for which an Owner is liable under this Amended and Restated Declaration, the By-Laws or the Rules and Regulations.

2.07 COMMON AREAS: The Total Property Common Area, the Limited Manor Common Area, the Limited Duplex Common Area, and all improvements constructed thereon. The Common Areas will generally consist of and include all open space, landscaped buffer areas, stormwater management facilities, monument signage (if any), private roads and other improvements which will serve the Total Property.

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

2.09 COMMON EXPENSES: The expenses of administration the duties of the Association, including as follows: the expenses of the operation, maintenance, repair, replacement of landscaping and other improvements located on the Total Property Common Area; the expenses of providing the services required to be furnished by the Association under Section 4.01; premiums for insurance policies maintained by the Association under Section 5.01 and Section 5.02; the cost of general and special real estate taxes, if any, levied or assessed against the Total Property Common Area; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to portions of the Total Property; and any expenses designated as Common Expenses hereunder. Notwithstanding the foregoing, Common Expenses shall not include any payments made out of capital reserves.

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

2.11 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by the Association as a "Designated Builder" in a Supplemental Declaration, as more fully provided in Section 12.06 hereof. Without limiting the foregoing, Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), or any affiliate of Forestar, including without limitation, D.R. Horton, Inc.-Midwest, a California corporation, shall, upon conveyance of the deed of the Forestar Lots to Forestar or its nominee for record ownership, be a Designated Builder hereunder and shall have the rights set forth in Section 12.06 herein with respect to the Forestar Lots.

2.12 DUPLEX ASSESSMENT: The amounts which the Association shall assess and collect from an Owner of a Duplex Home to pay the Duplex Expenses and accumulate reserves for such expenses, as more fully described in Article Seven.

2.13 DUPLEX EXPENSES: The expenses of the maintenance, repair, and replacement of certain portions of the Duplex Homes and the Limited Duplex Common Area required to be furnished by the Association under Section 4.01 hereof and any expense incurred by the Association, which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of a Duplex Home.



2.14 DUPLEX EXTERIOR: The roof, gutters, downspouts, foundation or slab, footings, steps, decks, patios and balconies (if any), outer surface of exterior walls, chimney (if any), garage doors, and storm doors and external lighting features (if any) associated with each Duplex Home, as well as the driveways and utility lines to the point of connection to a Duplex Home. The Duplex Exterior shall not include windows, window frames, window glass, interior doors and screening which are part of a Duplex Home, HVAC, or other mechanical equipment or utility lines which provide utilities or other services exclusively to a Duplex Home from the point of connection to the main trunk line serving the Total Property, the plumbing systems within a Duplex Home, water heaters, appliances or lighting features, or any additional plantings or other improvements installed by the Owner (in all cases, such additions, modifications or improvements are subject to the Association's prior approval as required by the Declaration).

2.15 DUPLEX HOME: One of the two (2) dwelling units created by Party Wall on a Duplex Lot.

2.16 DUPLEX LOT: One of the twelve (12) multi-dwelling unit lots which is improved with one of the twenty four (24) Duplex Homes as are legally described on Exhibit H attached hereto.

2.17 EXPENSES: The Common Expenses, the Manor Expenses and the Duplex Expenses incurred by the Association.

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

2.19 FORESTAR LOTS: One of the seventy two (72) vacant lots as are legally described on Exhibit B attached hereto to be subdivided into one hundred thirty (130) Single Family Lots,

2.20 HOME: A Manor Home, a Duplex Home or a Single Family Home.

2.21 LAWS: All of the terms and provisions of the Village's Zoning Ordinance, Subdivision Control Ordinance, Building Code, Health Code, Safety Code, Fire Codes and any other Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures.

2.22 LIMITED COMMON AREAS: The Limited Manor Common Area and the Limited Duplex Common Area.

2.23 LIMITED DUPLEX COMMON AREA: All portions of a Duplex Lot outside of a Duplex Home, which shall include (i) the driveway; (ii) the sidewalks connecting to the Duplex Home; (iii) the grass portion extending from the Duplex Home to the adjacent roadway; (iv) the landscaping beds and foundation plantings maintained by the Association; (v) the utility trunk lines connecting to a Duplex Home; and (vi) the cluster mailboxes (if any) servicing the Duplex Homes.

2.24 LIMITED MANOR COMMON AREA: With respect to a Manor Home, all portions of the Manor Lot (a) outside of the building, which shall include (i) the driveway; (ii) the sidewalks connecting to the building; (iii) the grass portion extending from a building to the adjacent roadway; (iv) the landscaping beds and foundation plantings maintained by the Association; and

(v) the utility trunk lines connecting to a Manor Home; and (b) within the building, which shall include (i) the perimeter door to the building; (ii) the entryways and lobbies; (iii) the elevators (if any) and stairwells; (iv) the hallways and general access passageways; and (v) the cluster mailboxes (if any) servicing the Manor Homes.

2.25 LOT: A subdivided lot as depicted on a plat of subdivision approved by the Village and recorded with the Recorder. In the case of the Manor Homes and the Duplex Homes, the Lots shall include the exclusive undivided interest in the Limited Manor Common Area and Limited Duplex Common Area, respectively.

2.26 MANOR BUILDING EXTERIOR: The exteriors of a building located on the Manor Lot containing the Manor Homes and all structural components of the building and the Party Wall including the roof, gutters, downspouts, foundation or slab, footing, steps, the outer surfaces of the exterior walls of each Manor Home and exterior doors and lighting features for the building. The Manor Building Exterior shall not include the window glass within each Manor Home, the interior walls and doors of a Manor Home, the mechanical systems and/or HVAC units or other utility lines exclusively serving a Manor Home from the point of connection to the main trunk lines, the plumbing systems within a Manor Home, furnace and water heaters, appliances or lighting fixtures, or any additional improvements installed by the Owner in the Manor Home (in all cases, such additions, modifications or improvements are subject to the Association's prior approval as required by the Declaration).

2.27 MANOR EXPENSES: The expenses of the maintenance, repair, and replacement of certain portions of the Manor Homes and the Limited Manor Common Area as required to be furnished by the Association under Section 4.01 hereof and any expense incurred by the Association, which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of a Manor Home.

2.28 MANOR HOME: One of the eight (8) units located within the two (2) buildings. Each Manor Home consists of the space enclosed and bounded by the horizontal and vertical panes created by the Party Walls, including, without limitation, the structural and mechanical equipment and systems exclusively servicing one Manor Home, the garage assigned to such Manor Homes, the windows, frames and exterior doors, together with each Manor Home's undivided interest in the Limited Manor Common Area.

2.29 MANOR HOME ASSESSMENT: The amount which the Association shall assess and collect from an Owner of a Manor Home to pay the Manor Expenses and accumulate reserves for such expenses, as more fully described in Article Seven.

2.30 MANOR HOME LOT: That portion of Lot 105 improved with two (2) multi-dwelling unit lots with Manor Homes constructed thereon, as such Manor Lot is legally described on Exhibit I attached hereto.

2.31 OCCUPIES OR OCCUPY: The staying overnight in a particular Single Family Home, Manor Home or Duplex Home for at least sixty (60) days in a consecutive twelve (12) month period.

2.32 OWNER: A Record owner, whether one or more persons, of fee simple title to a Home or Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

2.33 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a Duplex Home or Manor Home, respectively, and placed on the boundary line to create the Duplex Home or Manor Home, as the case may be.

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

2.35 PLAT OF RESUB: The final plat of resubdivision for the Forestar Lots as submitted by Forestar and approved by the Village and Recorded with the Recorder.

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

2.37 RECORDER OF DEEDS: The McHenry County Recorder of Deeds.

2.38 QUALIFIED RESIDENT: Any of the following individuals Occupying a Single Family Home, Manor Home or Duplex Home: (a) An Age-Qualified Occupant; (b) an individual nineteen (19) years of age or older occupying a Single-Family Home, Manor Home or Duplex Home with an Age-Qualified Occupant; and (c) any individual nineteen (19) years of age or older who occupies a Single-Family Home, Manor Home or Duplex Home with an Age-Qualified Occupant and who continues, without interruption, to occupy the same unit after termination of the Age-Qualified Occupant's occupancy thereof. The terms "occupy", "occupies" or "occupancy" shall have the same meaning as set forth in Section 2.31. An individual who occupies a Single Family Home, Manor Home or Duplex Home who does not satisfy the criteria of (a), (b) or (c) hereinabove shall not be deemed a Resident and shall not be entitled to any rights or privileges granted to the Residents hereunder.

2.39 RULES AND REGULATIONS: The Rules and Regulations and the procedures to enforce such Rules and Regulations as are duly adopted by the Association, as may be amended or supplemented from time to time.

2.40 SINGLE FAMILY HOME: The physical structure or building located on the Single Family Lot.

2.41 SINGLE FAMILY LOT: One of the eighteen (18) existing Single Family Lots together with the one hundred thirty (130) Single Family Lots to be created by the Plat of Resub.

2.42 TOTAL PROPERTY: The property legally described on Exhibit A hereto as shall be amended by the Plat of Resub and any future plat of subdivision as approved by the Village and recorded with respect hereto.

2.43 TOTAL PROPERTY COMMON AREA: The private roadways and open space and such other portions of the Total Property within the Association as designated on the Original Plat and

all improvements thereto and landscaping thereon, including, but not limited to, bike paths (if any), entrance ways, drainage facilities, wetland detention areas and/or monument signs.

2.44 VILLAGE: The Village of Algonquin, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village as of the Recording of this Declaration.

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

### ARTICLE THREE SCOPE OF DECLARATION/CERTAIN EASEMENTS

3.01 PROPERTY SUBJECT TO DECLARATION: The Total Property shall be subject to the provisions of this Declaration.

3.02 OWNERSHIP OF COMMON AREAS: The Total Property Common Area is owned by the Association.

3.03 OWNERSHIP OF THE LIMITED MANOR COMMON AREA: Each Owner of a Manor Home shall have an undivided percentage ownership interest in the Limited Manor Common Area.

3.04 OWNERSHIP OF THE LIMITED DUPLEX COMMON AREA: Each Owner of a Duplex Home shall have an undivided percentage ownership interest in the Limited Duplex Common Area.

3.05 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Amended and Restated Declaration shall be deemed to be covenants for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in this Amended and Restated Declaration.

3.06 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to the streets and roads and over and across the Total Property Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Home. Each Manor Home Owner shall have a non-exclusive perpetual easement for ingress to and egress over the Limited Manor Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Home. Each Duplex Home Owner shall have a non-exclusive perpetual easement for ingress to and egress over the Limited Duplex Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Home. Any governmental authority which has jurisdiction over the Total Property shall have a non-exclusive easement of access over roads and driveways located on the Common Areas for police, fire, ambulance, waste removal, snow removal and storage of snow removed from public rights of way which serve the Total Property, or for the purpose of furnishing municipal or

emergency services to the Total Property. The Association, its employees, agents and contractors shall have the right of ingress to, egress from, and parking on the Common Areas, and the right to store equipment on the Common Areas for the purpose of furnishing any maintenance, repairs or replacements as required or permitted under this Amended and Restated Declaration. The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

3.07 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Total Property Common Area and the exclusive right to use and enjoy the Owner's Home. Each Owner of a Manor Home or Duplex Home shall also have an undivided interest in the Limited Common Areas associated with such Home, which easement and right shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the Laws, the provisions of this Amended and Restated Declaration, the By-Laws, and the Rules and Regulations from time to time adopted by the Association.

3.08 DELEGATION OF USE: Subject to the provisions of this Amended and Restated Declaration, the By-Laws, and the Rules and Regulations, any Owner may delegate his right to use and enjoy the Total Property Common Area and the Limited Common Areas (associated with such Home). An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

3.09 RULES AND REGULATIONS: The use and enjoyment of the Total Property shall at all times be subject to the Rules and Regulations duly adopted by the Board from time to time.

3.10 UTILITY EASEMENT: Perpetual, irrevocable and non-exclusive easements for ingress and egress over, under, across, in and upon the Total Property, and which may run through the Party Walls of a Manor Home or Duplex Home or under or over a Lot, are hereby declared, created and reserved by the Village or utility providers, as the case may be, their respective successors and assigns, agents and employees for the installation, use, operation, maintenance, repair, enlargement, replacement, relocation and removal of utilities serving each Lot at the locations designated on a Plat and for the purposes of performing maintenance obligations, improvement obligations and any other obligations of the Association hereunder.

3.11 VILLAGE EASEMENT: The Village has the right, but not the obligation, to enter onto the Total Property Common Area to maintain and/or repair the stormwater detention basin, bike paths, signage or other Common Area improvements. The Village shall have the right to require that any costs and expenses incurred by the Village in accordance herewith, including reasonable attorney fees, be paid for by the Association and/or the Association levy a special assessment to pay for such work, which shall be a Charge levied against all of the Owners and shall be a lien upon the Total Property.

3.12 NO PUBLIC EASEMENT: Except for easements granted or dedications made as permitted in this Article Three, nothing contained in this Amended and Restated Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas or any Lot for any public use or purpose whatsoever.

3.13 LEASES, TENANTS AND NON-RESIDENT OWNERS: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:

(a) that the Home shall have been owned by such Owner for a minimum of one (1) year prior to entering into a lease agreement, and that any such lease or renewal of lease shall be in writing and shall be for a minimum term of twelve (12) months, provided that, prior to execution of any such lease or renewal of lease, the Owner will provide the Board with a copy of the proposed lease or renewal of lease for approval as well as documentation satisfactory to the Board that all proposed occupants of the lease comply with the age restriction provisions set forth in Section 9.01 hereof. Notwithstanding anything herein, rentals through third party vendors or sites (such as VBRO, Airbnb, or such other third party web provider) are expressly prohibited.

(b) that any lease or renewal of lease shall be in writing and shall provide that such lease shall be subject to the terms of this Amended and Restated Declaration, and that any failure of the lessee to comply with the terms of this Amended and Restated Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Amended and Restated Declaration. The Owner making any such lease shall not be relieved from any of his/her obligations under this Amended and Restated Declaration.

(c) that once approved by the Board, any Owner who leases his Home shall be required to furnish the Board with a final executed copy of the lease or renewal of lease, and shall promptly notify the Association of any change in status of the lease. The Board shall maintain a record of such information with respect to all leased Homes.

(d) that any Home being leased out in violation of this Amended and Restated Declaration or any Owner and/or tenant found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard. In addition to the authority to levy fines, which shall be determined within the sole discretion of the Board against the Owner for violation of this Amended and Restated Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or his/her tenant under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages. Notwithstanding the foregoing, the Board shall have the right to lease any Association owned Homes, or any Home of which the Association has possession pursuant to any court order, and its leasing of such Home(s) shall be subject only to the age restrictions pursuant to Section 9.01.

(e) that all Owners who do not reside in a Home owned by them shall provide the Board with their permanent residence address and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to the Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Home, and the Board shall not be liable for loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting therefrom.

3.14 REAL ESTATE TAXES FOR TOTAL PROPERTY COMMON AREA: The Association shall be responsible for any tax or bill issued with respect to Total Property Common Area, and any such real estate tax shall be a Common Expense. The Association shall be responsible for any and all filings as may be necessary or required to maintain tax exempt status.

3.15 REAL ESTATE TAXES FOR LIMITED MANOR COMMON AREA: It is understood that the real estate taxes are separately taxed for each Manor Home, which includes such Owner's corresponding undivided percentage interest in the Limited Manor Common Area. If, at any time, separate tax bills are issued with respect to the Limited Manor Common Area, the real estate taxes so imposed shall be a Manor Expense.

3.16 REAL ESTATE TAXES FOR LIMITED DUPLEX COMMON AREA: It is understood that the real estate taxes are separately taxed for each Duplex Home, which includes such Owner's corresponding undivided percentage interest in the Limited Duplex Common Area. If, at any time, separate tax bills are issued with respect to the Limited Duplex Common Area, the real estate taxes so imposed shall be a Duplex Expense.

3.17 ENCROACHMENT EASEMENTS FOR MANOR HOMES: If by reason of repair, settlement or shifting of the buildings, or any other improvements, any part of the Limited Manor Common Area encroaches or shall hereafter encroach upon any part of any Manor Home, or any part of any Manor Home encroaches or shall hereafter encroach upon any part of the Limited Manor Common Area or any other Manor Home, then in any such case, valid easements for maintenance of such encroachment and for such use of the Limited Manor Common Area are hereby established and shall exist for the benefit of such Manor Home or the Limited Manor Common Area, as the case may be, so long as such reason for use exists; provided, however, that in no event shall a valid easement for any encroachment or use be created in favor of any Owner of a Manor Home if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of a Manor Home by any other Owner or has been created by the Owner or his agent through intentional, willful or negligent conduct.

3.18 ENCROACHMENT EASEMENTS FOR DUPLEX HOMES: If by reason of repair, settlement or shifting, a Duplex Exterior or any part of the Limited Duplex Common Area encroaches or shall hereafter encroach upon any part of the adjacent Duplex Home, or any part of any Duplex Home encroaches or shall hereafter encroach upon any part of the Limited Duplex Common Area or the adjacent Duplex Home, then in any such case, valid easements for maintenance of such encroachment and for such use of the Limited Duplex Common Area are hereby established and shall exist for the benefit of such Duplex Home, or the Limited Duplex Common Area, as the case may be, so long as such reason for use exists; provided, however, that in no event shall a valid easement for any encroachment or use of be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of another Owner of a Duplex Home or has been created by the Owner or his agent through intentional, willful or negligent conduct.

ARTICLE FOUR  
MAINTENANCE

4.01 MAINTENANCE BY THE ASSOCIATION:

(a) The Association shall furnish the following to all of the Owners, and the costs thereof shall be Common Expenses:

(i) Maintenance, repair and replacement of the Total Property Common Area, including but not limited to, the streets, walks, paths, access facilities which are within the Total Property, and all of the improvements located thereon, including but not limited to, storm sewers, stormwater basins, sanitary sewers, mains and laterals;

(ii) Snow removal and landscaping of the Total Property Common Area, including without limitation, the snow removal of the streets, walks, paths and access facilities which are within the Total Property Common Area;

(iii) Regular maintenance, landscaping and mowing of all lawns on the Total Property Common Area;

(iv) Planting, replanting, care, and maintenance of trees, berms, monument signs, shrubs, flowers, grass and all other landscaping on the Total Property Common Area; Notwithstanding the foregoing, the Association shall not be obligated to care for and maintain any landscaping, planting, trees, shrubs or other improvements installed or planted by an Owner absent an express written agreement with the Association to the contrary;

(v) To the extent not maintained by the Village or a utility company, maintenance, repair and replacement of the water, sewer, electric, gas and other trunk utility lines, and components of other systems, if any, which (a) are located on the Total Property Common Area or run under or through Homes, and (b) serve more than one Home; and

(vi) Insurance for the Total Property Common Area as set forth in Article Five.

(b) The Association shall furnish the following to the Owners of the Manor Homes, and the costs thereof shall be Manor Expenses:

(i) Maintenance, repairs and replacement of the Manor Building Exterior and the Limited Manor Common Area (including sealcoating of driveways on the Manor Lots as shall be determined by the Board);

(ii) Snow removal and landscaping of the Limited Manor Common Area;

(iii) Planting, replanting, care and maintenance of trees, berms, monument signs, shrubs, flowers, grass and all other landscaping on the Limited Manor Common Area. Notwithstanding the foregoing, the Association shall not be obligated to care for and maintain any landscaping, mulch, ground cover, planting, trees, shrubs or other



improvements installed or planted by an Owner on the Limited Manor Common Area absent an express written agreement to the contrary;

(iv) Maintenance, repair and replacement as may be required for the bringing of telephone, cable, television, water, electrical and natural gas lines to each Manor Home to the point of connection; and

(v) The Insurance for the Manor Homes and Limited Manor Common Area as set forth in Article Five.

(c) The Association shall furnish the following to the Owners of the Duplex Homes, and the costs thereof shall be Duplex Expenses:

(i) Maintenance, repairs and replacement of the Duplex Exteriors and the Limited Duplex Common Area;

(ii) Snow removal and landscaping of the Limited Duplex Common Area;

(iii) Planting, replanting, care and maintenance of trees, berms, monument signs, shrubs, flowers, grass and all other landscaping on the Limited Duplex Common Area. Notwithstanding the foregoing, the Association shall not be obligated to care for and maintain any landscaping, planting, trees, shrubs or other improvements installed or planted by an Owner on the Limited Duplex Common Area absent an express written agreement to the contrary;

(iv) Maintenance, repair and replacement as may be required for the bringing of telephone, cable, television, water, electrical and natural gas lines to each Duplex Home to the point of connection; and

(v) The Insurance for the Duplex Homes and the Limited Duplex Common Area as set forth in Article Five.

4.02 MAINTENANCE BY OWNER: Each Owner shall be responsible for the maintenance, repair and replacement of the Lot and Home constructed thereon as follows:

(a) With respect to the Single Family Homes, the maintenance, repair and replacement of all portions of the Single Family Lots and the Single Family Homes constructed thereon, all in good condition and repair. The Owner of a Single Family Home shall be responsible for all of the maintenance, repair and replacement of all portions of the Single Family Home and Single Family Lot, including, without limitation, the roof, gutters, downspouts, siding, foundations or slabs, footings, steps, decks, patios (if any), outer surface of exterior walls, chimney (if any), window, window frames, glass, exterior doors, garage doors, driveways and all mechanical, plumbing and/or utility equipment serving a Single Family Home (water, gas, HVAC, electric, telecommunications, etc.), and all landscaping, grass cutting, seasonal trimming and other yard maintenance and snow and ice removal. The Owner of a Single Family Home shall also be responsible for all portions of the interior of his Single Family Home, including interior painting,

wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decoration; provided that in order to maintain a uniform exterior appearance of the Single Family Homes, all draperies, shades, window coverings and other items visible from the exterior of the building shall be pale gray, white or pale beige in color and shall be uniform in appearance and style to preserve the architectural character and quality of the Community; any change to the color of the any portion of the exterior portion of a Single Family Home shall require the consent of the Board in accordance with Section 4.07 hereof;

(b) With respect to a Manor Home, the maintenance, repairs and replacement of all portions of a Manor Home, other than the Manor Building Exterior and the Limited Manor Common Area, including without limitation, the interior surfaces of the perimeter walls, ceilings and floors, the interior doors, the windows and skylights (if any) that exclusively service that Manor Home, the Party Walls comprising the demising walls, ceilings or floors of the Manor Home, the appliances, lighting fixtures, HVAC, vents and plumbing, and mechanical systems and other structural or mechanical equipment or systems servicing exclusively a Manor Home, including the utility connection to the main trunk line from the building to the Manor Home, all in good condition and repair. The Owner of the Manor Home shall be responsible for all portions of the decorating within his Manor Home, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decoration; provided that in order to maintain a uniform exterior appearance of the building, all draperies, shades, window coverings and other items visible from the exterior of the building shall be pale gray, white or pale beige in color and shall be uniform in appearance and style to preserve the architectural character and quality of the building.

(c) With respect to the Duplex Homes, the maintenance, repairs and replacement of all portions of a Duplex Home, other than the Duplex Exterior (which shall be the responsibility of the Association as contemplated in Section 4.01 above), including without limitation the interior surfaces of the perimeter walls, ceilings and floors, the interior doors, the windows and skylights (if any), the Party Wall comprising the demising wall of the Duplex Home, the appliances, lighting fixtures and the HVAC, vents and plumbing and mechanical systems and other structural or mechanical equipment or systems servicing exclusively the Duplex Home, including the main trunk line connection to the Duplex Home, all in good condition and repair; The Owner of the Duplex Home shall be responsible for all the decorating within the Duplex Home, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decoration; provided that in order to maintain a uniform exterior appearance of the Duplex Exteriors, all draperies, shades, window coverings and other items visible from the exterior of the building shall be pale gray, white or pale beige in color and shall be uniform in appearance and style to preserve the architectural character and quality of the Duplex Exteriors.

(d) With respect to all Homes, to the extent not maintained by a utility company, the maintenance, repair and replacement of the water, sewer, electric, gas and other utility lines, and components of other systems, if any, which serve only the Owner's Home and are located on any portion of a Lot, including, without limitation, on the Common Areas, shall be the responsibility of the Owner of the Home served by any such utility lines or system.

4.03 FAILURE TO MAINTAIN BY OWNER: If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Lot or Owner's Home, as the case may be, which the Owner is responsible for maintaining as set forth herein in good condition and repair, or the appearance of such portions is not of the quality of that of other Lots or Homes in the Community or in compliance with Rules and Regulations, then the Board may, in its discretion, take the following action:

(a) Advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(b) If the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done, and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

4.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Common Areas may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Lot for the purpose of watering landscaping on the Common Areas. If the cost for such water or other utilities is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

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

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

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

4.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Common Areas, and maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, Manor Expense or a Duplex Expense (as the case may be), then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association or an Owner.

4.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREAS:

(a) No alterations, additions or improvements shall be made to the Common Areas without the prior approval of the Board; and

(b) The Association may cause alterations, additions or improvements to be made to the Common Areas, and the cost thereof shall be paid from a special assessment, as more fully described in Section 7.08.

4.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOMES AND HOME EXTERIORS: No additions, alterations or improvements shall be made to any Lot (including any portion of a Home which is visible from outside the Home) by an Owner without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Lot or any portion of a Home upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Common Expenses, Manor Expenses or Duplex Expenses, as the case may be, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires consent of the Board hereunder is made to a Lot or to any portion of a Home by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and the cost thereof shall be a Charge against the Owner payable to the Board; or

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

## ARTICLE FIVE INSURANCE/CONDEMNATION

5.01 ASSOCIATION OBLIGATION: The Association shall have the authority to and shall obtain the following insurance:

(a) For the Total Property, 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 Total Property Common Area or upon, in or about the streets, private drives and passageways and other areas adjoining the Total Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for

personal injury and/or property damage arising out of a single occurrence). The cost thereof shall be a Common Expense.

(b) For the Manor Homes, special perils property insurance for the building and the Limited Manor Common Area against loss or damage by fire and such "all risks" hazards, for the full insurable replacement cost of the building and the Limited Manor Common Area. Premiums for such insurance shall be a Manor Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board or the Association, as trustee for each Manor Home Owner. The insurance shall have cross liability and waiver of subrogation clauses. The proceeds of such policy shall be used by the Association to repair or reconstruct the building or the Limited Manor Common Area, as the case may be. The cost of such insurance shall be a Manor Expense.

(c) For the Duplex Homes, special perils property insurance for each Duplex Home and the Limited Duplex Common Area against loss or damage by fire and such "all risks" hazards, for the full insurable replacement cost of the Duplex Home and all improvements thereto. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board or the Association, as trustee for each of the Owners. The insurance shall have cross liability and waiver of subrogation clauses. The proceeds of such policy shall be used by the Association to repair or reconstruct the Duplex Home or the Limited Duplex Common Area, as the case may be. The cost of such insurance shall be a Duplex Expense.

5.02 OTHER INSURANCE: The Association shall have the authority and may obtain the following insurance which shall be a Common Expense.

(a) Such workers compensation insurance as may be necessary to comply with applicable laws;

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

(c) Fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable;

(d) Directors and officers (or the equivalent thereof) liability insurance covering the Board; and

(e) Such other insurance in such reasonable amounts as the Board shall deem desirable.

5.03 OWNER'S INSURANCE RESPONSIBILITY:

(a) Each Owner of a Single Family Lot shall maintain his or her own insurance for the Lot and Home constructed thereon, together with contents of the Owner's Home and fixtures, furnishings and personal property, through what is commonly referred to as an "HO-3 policy",

which shall include “special form” property damage for the full replacement value of the Single Family Home, fixtures, furnishings, and personal property insurance and personal liability insurance. The Association shall be named as a named insured on said policy. The proceeds of such policy shall be used by the Owner or the Association to repair or reconstruct the Home. The cost of such insurance shall be the Owner’s sole cost and expense.

(b) Each Owner of a Manor Home shall obtain his or her own insurance on the contents of the Owner’s Home and the fixtures, furnishings and personal property therein, through what is currently commonly referred to as an “HO-6 policy”, which shall include all items inside the primer on the drywall of the Manor Home including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters regardless of from whom or when such items were acquired. Such HO-6 policy shall also include the Owner’s personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Board shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner of a Manor Home.

(c) Each Owner of a Duplex Home shall obtain his or her own insurance on the contents of the Owner’s Home and the fixtures, furnishings and personal property therein, through what is currently commonly referred to as an “HO-6 policy”, which shall include all items inside the primer on the drywall of the Owner’s Duplex Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built-in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of from whom or when such items were acquired. Such HO-6 policy shall also include the Owner’s personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Board shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner of a Duplex Home.

(d) No Owner or Occupant shall permit anything to be done or kept in his/her Home, Lot or in or upon the Common Areas which will result in the cancellation of insurance on any Lot, Home or Common Areas, or which will be in violation of any law.

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

ARTICLE SIX  
THE ASSOCIATION

6.01 IN GENERAL: The Association is an Illinois not-for-profit corporation under the laws of the State of Illinois. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Areas and for the maintenance, repair and replacement of such portions of the Total Property as expressly provided herein.

6.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Home or Lot to the extent a Home is not yet constructed thereon. Membership shall be appurtenant to and may not be separated from ownership of a Home or Lot, as the case may be. Ownership of a Home or Lot (as applicable) shall be the sole qualification for membership. The purchasing Owner shall give to the Association written notice of the change of ownership within ten (10) days after such change.

6.03 VOTING MEMBERS: Subject to the provisions of Section 6.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Home or Lot, to the extent a Home is not yet constructed thereon. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Home or Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the respective Lot shall be designated by such Owner or Owners in writing to the Board and, if in the case of multiple individual Owners, no designation is given, then the Board at its election may recognize an individual Owner of the Home or Lot, as the case may be.

6.04 BOARD: The Board shall consist of not less than three (3) members, each of whom shall be an Owner or Voting Member.

6.05 VOTING RIGHTS: All of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member shall have one vote for each Lot it owns. 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 such meeting by Voting Members, except where a higher number of votes is otherwise expressly required in this Amended and Restated Declaration or by applicable law.

6.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and officers, and their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors and officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments

paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director or officer may be involved by virtue of such person being or having been such a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

6.07 MANAGING AGENT: The Association may engage the services of a property manager who shall act as the managing agent for the Association, and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement approved by the majority of the Board.

6.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes to enforce the provisions of this Amended and Restated Declaration, the By-Laws or the Rules and Regulations.

6.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association which may not be reinstated under applicable Laws, any Common Areas owned by the Association shall be conveyed to the Owners as tenants in common.

## ARTICLE SEVEN ASSESSMENTS

7.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Expenses of the Association and to accumulate reserves for any such Expenses.

7.02 COMMON ASSESSMENT: Commencing with the 2022 calendar year and each year thereafter, on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Common Capital Reserve (as defined in Section 7.11);
- (c) The estimated net available cash receipts from the operation and use of the Common Areas, plus the estimated excess funds, if any, from the current year's assessments;



(d) The amount of the "Common 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 Common Assessment which shall be payable by the Owner hereunder each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be equal to the Common Assessment (as determined in accordance with (d) above).

7.03 DUPLEX ASSESSMENT: Commencing with the 2022 calendar year and each year thereafter, on or before December 1, the Board shall adopt and furnish each Owner of a Duplex Home with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Duplex Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Duplex Expenses including, without limitation, amounts to maintain the Duplex Capital Reserve (as defined in Section 7.13);

(c) The estimated net available cash receipts from the maintenance, repair and replacement of the Duplex Exteriors and the Limited Duplex Common Area, plus the estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Duplex Assessment" payable by the Owners of a Duplex Home, 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 Duplex Assessment which shall be payable by the Owner of each Duplex Home which is subject to assessment hereunder each month until the next Duplex Assessment or revised Duplex Assessment becomes effective, which monthly amount shall be equal to the Duplex Assessment (as determined in accordance with (d) above), divided by the number of Duplex Homes (when constructed), divided by twelve (12), so that each Owner of a Duplex Home shall pay equal Duplex Assessment.

7.04 MANOR HOME ASSESSMENT: Commencing with the 2022 calendar year and each year thereafter, on or before December 1, the Board shall adopt and furnish each Owner of a Manor Home with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Manor Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Manor Expenses including, without limitation, amounts to maintain the Manor Capital Reserve (as defined in Section 7.12);

(c) The estimated net available cash receipts from the maintenance, repair and replacement of the Manor Building Exterior and the Limited Manor Common Area, plus the estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Manor Home Assessment" payable by the Owners of a Manor Home, 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 Manor Home Assessment which shall be payable by the Owner of each Manor Home which is subject to assessment hereunder each month until the next Manor Home Assessment or revised Manor Home Assessment becomes effective, which monthly amount shall be equal to the Manor Home Assessment (as determined in accordance with (d) above), divided by the number of Manor Homes, divided by twelve (12), so that each Owner of a Manor Home shall pay equal Manor Home Assessments;

7.05 REVISED COMMON ASSESSMENT: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised Assessment. Any increase by more than ten percent (10%) shall require the majority vote of the Owners of the Duplex Homes, voting separately as a class.

7.06 REVISED MANOR HOME ASSESSMENT: If the Manor Home Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner of a Manor Home not less than ten (10) days prior to the effective date of the revised assessment. Any increase by more than ten percent (10%) shall require the majority vote of the Owners of the Manor Homes voting separately as a class.

7.07 REVISED DUPLEX ASSESSMENT: If the Duplex Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner of a Duplex Home not less than ten (10) days prior to the effective date of the revised assessment. Any increase by more than ten percent (10%) shall require the majority vote of the Owners of the Duplex Homes voting separately as a class.

7.08 SPECIAL COMMON ASSESSMENT: The Board may levy a special assessment to (i) pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Areas or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. No special assessment shall be adopted without the affirmative vote of Voting Members

representing at least a majority of the votes of all the Owners. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

7.09 SPECIAL MANOR HOME ASSESSMENT: The Board may levy a special assessment (i) to pay (or build up reserves to pay) expenses other than Manor Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Manor Building Exterior and/or the Limited Manor Common Area, or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Manor Homes in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least a majority of the votes of the Owners of the Manor Homes voting separately as one class of Owners. The Board shall serve notice of a special assessment on all Owners of Manor Homes by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment

7.10 SPECIAL DUPLEX ASSESSMENT: The Board may levy a special assessment (i) to pay (or build up reserves to pay) expenses other than Duplex Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Duplex Exteriors and/or the Limited Duplex Common Area, or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Duplex Homes in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least a majority of the votes of the Owners of the Duplex Homes, voting separately as one class of Owners. The Board shall serve notice of a special assessment on all Owners of Duplex Homes by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment

7.11 CAPITAL RESERVE FOR COMMON EXPENSES: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Total Property Common Area (the "Common Capital Reserve"). The Board shall determine the appropriate level of the Common Capital Reserve based on a periodic review of the useful life of improvements to the Total Property Common Area, and periodic projections of the cost of anticipated major repairs or replacements to the Total Property Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder. The Common Capital Reserve may be built up by separate or special assessments or out of the Common Assessment as provided in the budget. Special accounts set up for portions of

the Common Capital Reserve to be used to make capital expenditures with respect to the Total Property Common Area and other property owned by the Association shall be held by the Association as agent and trustee for the Owners, and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners.

7.12 CAPITAL RESERVE FOR MANOR EXPENSES: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Manor Building Exterior and the Limited Manor Common Area with respect to which the Association is responsible for repair and replacement (the "Manor Capital Reserve"). The Board shall determine the appropriate level of the Manor Capital Reserve based on a periodic review and periodic projections of the cost of anticipated major repairs or replacements to the building and the Limited Manor Common Area. The Manor Capital Reserve may be built up by separate or special assessments or out of the Manor Assessment as provided in the budget. Special accounts set up for portions of the Manor Capital Reserve to be used to make capital expenditures with respect to the buildings and the Limited Manor Common Area shall be held by the Association as agent and trustee for the Owners of the Manor Homes, and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners of the Manor Homes.

7.13 CAPITAL RESERVE FOR DUPLEX EXPENSES: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Duplex Exteriors and Limited Duplex Common Area with respect to which the Association is responsible for repair and replacement (the "Duplex Capital Reserve"). The Board shall determine the appropriate level of the Duplex Capital Reserve based on a periodic review and periodic projections of the cost of anticipated major repairs or replacements to the Duplex Exteriors and the Limited Duplex Common Area. The Duplex Capital Reserve may be built up by separate or special assessments or out of the Duplex Assessment as provided in the budget. Special accounts set up for portions of the Duplex Capital Reserve to be used to make capital expenditures with respect to the Duplex Exteriors and the Limited Duplex Common Area shall be held by the Association as agent and trustee for the Owners of the Duplex Homes, and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners of the Duplex Homes.

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

## ARTICLE EIGHT COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

8.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), shall be and is deemed to covenant, and hereby agrees to pay to the Association, all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest

thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

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

8.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within fifteen (15) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Areas or by abandonment or transfer of his Lot.

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

8.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Amended and Restated Declaration, the By-Laws, or Rules and Regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days prior written notice to the Owner, shall have the right to enter upon that part of the Property where the violation or breach exists to remove or rectify the violation or breach; provided that if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amended and Restated Declaration, the Bylaws and/or Rules & Regulations shall subject the Owner to the payment of all expenses, costs and attorneys' fees at the time they are incurred by the Association. All such expenses, costs and attorneys' fees as a result of the foregoing that remain unpaid shall be deemed to be a lien against the Owner and

collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

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

8.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 8.01.

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

## ARTICLE NINE USE RESTRICTIONS

9.01 AGE RESTRICTIONS: The Total Property is intended to provide housing primarily for persons fifty-five (55) years of age or older. The Total Property shall be operated as an age restricted residential community in compliance with all applicable state and federal laws. No person under nineteen (19) years of age shall stay overnight in any Single Family Home, Manor Home or Duplex Home for more than sixty (60) days in a consecutive twelve (12) month period. Subject to 2.01 and 2.35, each Single Family Home, Manor Home and Duplex Home, if occupied, shall be occupied by at least one (1) individual fifty-five (55) years of age or older; provided, however, that once such a Home is occupied by an Age-Qualified Occupant, other Qualified Residents of that Home may continue to occupy that Home, regardless of the termination of the Age-Qualified Occupant's occupancy. Other Qualified Residents are defined as:

- (a) An Age Qualified Occupant; or
- (b) A Person between the ages of nineteen (19) years of age and fifty-five (55) years of age occupying a Home with an Age-Qualified Occupant who resides in the Home as a primary

caregiver or aide for the Owner of the Home; or

(c) A Person nineteen (19) years of age or older who previously met the requirements of subparagraph (b) above, who occupied a Home with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Home after termination of the Age-Qualified Occupant's occupancy thereof, for a maximum period of nine (9) months after the termination of the Age Qualified Occupant's occupancy of the Home.

Notwithstanding the foregoing, at all times at least eighty percent (80%) of the Homes in the Total Property shall be occupied by at least one (1) individual 55 years of age or older.

The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state or federal law.

The provisions of this Section may be enforced by the Association by an action at law or in equity including, without limitation, an injunction requiring specific performance hereunder.

9.02 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Areas, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Total Property, except as permitted by the Board or as permitted to a Designated Builder in accordance with Section 12.06.

9.03 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Lot or Home or the Common Areas. The Total Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Board or the Village.

9.04 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state and local regulations, laws and ordinances, no television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Lot, Home or the Common Areas without the prior written approval of the Board.

9.05 RESIDENTIAL USE ONLY: Except as may be used by a Designated Builder in accordance with Section 12.06 hereof, each Lot shall be used only for residential purposes and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises; provided that;

(a) No Resident shall be precluded with respect to his Home from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom; and

(b) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Home.

9.06 PARKING: Unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers, commercial vehicles or other similar vehicles shall be parked or stored on any portion of the Total Property (other than a garage which is part of a Home) for more than twenty-four (24) hours at a time. All vehicles must be fully operational and properly licensed. Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Total Property (other than within a garage). Parking spaces on the Limited Manor Common Area owned by the Association ("Guest Parking Spaces"), if any, shall be unallocated and available on first come, first serve basis. Guest Parking Spaces shall not be used for overnight Resident parking.

All licensed vehicles such as, but not limited to, go-carts, mini-bikes, snowmobiles, motorcycles, motorbikes, etc. are strictly prohibited from being operated or from being parked on driveways or Common Areas.

9.07 OBSTRUCTIONS: Except as permitted by Section 4.06, there shall be no obstruction of the Common Areas and nothing shall be stored in the Common Areas without the prior written consent of the Board.

9.08 PETS: No animal of any kind shall be raised, bred or kept in the Common Areas. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include a limit on the number of pets which may be kept in a Home and/or may prohibit certain species of pets from being kept in the Home, and (b) use of the Common Areas by pets, including, without limitation, rules and regulations which require an Owner to clean up after his/her pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board to the Owner of the Home containing such pet, and the decision of the Board shall be final.

9.09 NO NUISANCE: No noxious or offensive activity shall be carried out on the Total Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

9.10 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Home which would impair the structural integrity of any building or structure located on the Total Property.

9.11 WATERING: The Board may adopt Rules and Regulations governing the watering of grass, shrubs, trees and other foliage on the Common Areas. Without limiting the foregoing, the Board may require the Owner of a particular Lot to be responsible for watering specific portions of the Common Areas as designated from time to time by the Board.

9.12 BALCONIES / GRILLS: The use and placement of grills and other seasonal items on balconies shall be subject to applicable Laws and the Rules and Regulations. All charcoal grills and open flame devices are prohibited from being used on any wooden structures, including decks and balconies. Grills fueled by propane tanks which are twenty (20) pounds or less are permitted to be used on the balconies and patios as long as they stand not less than eighteen (18) inches off the ground, are not used within eighteen (18) inches of any exterior walls of the buildings, and are not unattended when lit.



9.13 FENCES: No fencing shall be permitted other than as may be approved by the Board.

9.14 SHEDS, PLAYGROUND EQUIPMENT, SWIMMING POOLS: No sheds (or other outdoor accessory buildings), playground equipment (including, without limitation, basketball goals), swimming pools of any kind (above ground or in ground) shall be permitted on a Lot.

9.15 USE AFFECTING INSURANCE: Nothing shall be done or kept on any Lot, in any Home or in the Common Areas which will increase the rate of insurance maintained by the Association pursuant to Article Five without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Lot and Home or on the Common Areas which will result in the cancellation of insurance maintained by the Association pursuant to Article Five or which would be in violation of any law.

9.16 DRAINAGE: No Owner shall alter the rate or direction of flow of water to or from the drainage, water retention and detention areas or in any way change the boundaries or composition of said areas without prior written approval of (i) the Association, (ii) all Owners whose Lot would be materially affected thereby, (iii) the Village, and (iv) all required governmental authorities.

9.17 GARBAGE: Garbage is to be placed next to the street in front of the Home no earlier than dusk or 7:00 p.m., whichever is later, the evening before scheduled pickup.

## ARTICLE TEN AMENDMENTS

10.01 AMENDMENTS: This Amended and Restated Declaration may only be modified, amended or repealed by the affirmative vote of a majority of the Owners, except as otherwise provided for in this Amended and Restated Declaration, wherein voting separate as a class shall be required, and shall be effective upon the recording of written instrument reflecting the modification, amendment or repeal. . Further, no provision of this Amended and Restated Declaration shall be modified, amended or repealed without the prior written consent of the Village.

## ARTICLE ELEVEN PARTY WALLS

11.01 PARTY WALL: The Owner of a Home immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding Party Walls.

11.02 RIGHTS IN PARTY WALL: Each Owner of a Home which is adjacent to a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

11.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall, with prior notice to the Association and the Owner of the other adjoining portion of the Home, forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining portion of the Lot.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent portion of the Lot to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that (i) the cost of repairing or replacing any portion thereof which is part of a Duplex Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association as a Duplex Expense to the extent not covered by insurance and (ii) the cost of repairing or replacing any portion thereof which is part of an building with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association as a Manor Expense to the extent not covered by insurance

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section, and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Lot.

11.04 CHANGE IN PARTY WALL: Any Owner who proposes to modify, rebuild, repair or make additions to any structure upon his Lot in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent portion of the Home and the Board, in addition to meeting any other requirements which may apply including, without limitation, those of the Village. In the event that a Party Wall is altered, the Owner who alters the Party Wall shall be responsible for any and all damage caused to any adjacent Homes or Limited Common Areas affected thereby.

11.05 ARBITRATION: In the event of a disagreement between Owners of the Homes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other, the matter shall be submitted to the

Board and the decision of the Board shall be final and binding.

## ARTICLE TWELVE MISCELLANEOUS

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

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

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

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

12.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

12.06 DESIGNATED BUILDERS: The Association shall have the right and power to

designate, in a Supplemental Declaration, a "Designated Builder" and to grant to the Designated Builder some or all of the rights hereunder, including, without limitation, one or more of the following rights:

(a) The right to construct homes and to temporarily store construction equipment and materials on the Lot owned by such Designated Builder;

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

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

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

(e) The right not to pay assessments under Article Seven hereof with respect to Lots owned by the Designated Builder during the period prior to the sale of such Single Family Home to a third party purchaser.

12.07 FORESTAR DESIGNATED BUILDER: At the transfer and conveyance of the Forestar Lots to Forestar, Forestar shall be designated as a Designated Builder substantially in accordance with the Supplemental Declaration attached hereto as Exhibit K.

<b>EXHIBIT A</b>	<b>TOTAL PROPERTY</b>
<b>EXHIBIT B</b>	<b>FORESTAR LOTS</b>
<b>EXHIBIT C</b>	<b>TERMINATION OF EXISTING SF HOME DECLARATION</b>
<b>EXHIBIT D</b>	<b>TERMINATION OF EXISTING DUPLEX HOME DECLARATION</b>
<b>EXHIBIT E</b>	<b>TERMINATION OF EXISTING MANOR HOME DECLARATION</b>
<b>EXHIBIT F</b>	<b>BYLAWS</b>
<b>EXHIBIT G</b>	<b>EXISTING DUPLEX LOTS</b>
<b>EXHIBIT H</b>	<b>EXISTING MANOR LOTS</b>

**EXHIBIT I**

**FORM OF SUPPLEMENTAL DECLARATION**

**EXHIBIT A**  
**TOTAL PROPERTY**

LOTS 1-99 AND 103-105 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

**EXHIBIT B**  
**FORESTAR LOTS**

LOTS 1, 2, 3, 4, 7, 8, 11, 14, 15, 16, 17, 18, 21, 23, 24, 25, 26, 28, 29, 32, 34, 35, 36, 37, 40, 44, 55, 56, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 103, 104 AND 105 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

**EXHIBIT C**  
**TERMINATION OF EXISTING SF DECLARATION**



PREPARED BY AND MAIL TO:

Law Offices of Jeanne M. Miller, LLC  
1320 Tower Road  
Schaumburg, IL 60173

**TERMINATION AND EXTINGUISHMENT  
OF  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR GRAND RESERVE SINGLE-FAMILY HOMEOWNER'S  
ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association recorded with the McHenry County Recorder (the "Recorder") on September 3, 2004, as document number 2004R0079892 (the "Single Family Declaration"), is recorded against that portion of the Total Property as such property is legally described on Exhibit A (the "Total Property") and commonly known as the single family residential development (the "Development") within the Grand Reserve subdivision (the "Community");

WHEREAS, the Single Family Declaration contemplated that an Illinois not-for-profit corporation known as the Grand Reserve Homeowners Association (the "Single Family Association") be formed to provide for the maintenance and operation of the Common Areas (as such term is defined in the Declaration) and to maintain and promote the desired character of the Development;

WHEREAS, the Total Property is also subject to a Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document 2012R0004872 (the "Master Declaration");

WHEREAS, the Grand Reserve Algonquin Master Association Inc. (the "Master Association") is the Illinois not-for-profit corporation created in accordance with the Master Declaration to address the relationship and division of responsibilities by and among the Master Association, the Single Family Association, the Grand Reserve Manor Homes Condominium Association created with respect to the multi-unit condominium development (the "Condos") and governed by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association recorded with the Recorder on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, recorded with the Recorder on May 4, 2007, as document number 2007R0030701, and re-recorded with the Recorder on May 10, 2007, as document number 2007R0033006 (collectively, referred to as the "Condo Declaration"), and the Grand Reserve Duplex Association (the "Duplex Association") with respect to the duplex homes ("Duplex Units") and governed by the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the Recorder on June 19, 2007, as document number 2007R0042573 (the "Duplex Declaration");

WHEREAS, the Single Family Association was involuntary dissolved with the Illinois Secretary of State (the "SOS") effective October 9, 2009, the Condo Association was involuntary dissolved with the SOS on October 10, 2014, and the Duplex Association was involuntarily dissolved with the SOS on October 9, 2009;

WHEREAS, the current members of the Single Family Association, the Duplex Association and the Condo Association, deem it in the best interest to repeal the Single Family Declaration, the Condo Declaration and the Duplex Declaration, respectively, and adopt an amended and restated declaration which shall comprehensively incorporate the division of responsibilities between the owners of the Single Family Homes, the Condos and the Duplex Units into one declaration known as the Amended and Restated Comprehensive Declaration;

WHEREAS, the Amended and Restated Declaration shall be approved by not less than seventy five percent (75%) of the Master Association wherein each owner of a Single Family Home, a Duplex Unit e and a Condo shall have one vote and the Master Declarant (as defined in the Master Declaration) shall have the number of votes equal to the total number of developed or approved units of the project minus the then current number of votes held by all the Owners;

WHEREAS, in accordance with Article X, Section 5 of the Single Family Declaration, not less than seventy five percent (75%) of the Master Association has consented to repeal by this written instrument the Single Family Declaration;

NOW THEREFORE, in consideration of the facts set forth above, the representing not less than seventy five percent (75%) of the Master Association hereby certifies as follows:

1. That the Recitals set forth above are incorporated herein as though fully set forth.
2. That the Single Family Declaration is hereby terminated and extinguished and that the Single Family Homes shall, as of the date of the recording of this written instrument, be forever held free and clear of any covenants, conditions or restrictions as may be set forth in the Single Family Declaration.
3. That the Amended and Restated Comprehensive Declaration shall be immediately recorded following the recording of this Termination and Extinguishment.

IN WITNESS WHEREOF, the undersigned, as seventy five percent of the Master Association, attests and certifies as set forth above.

ATTESTATION BY SECRETARY, GRAND RESERVE ALGONQUIN MASTER ASSOCIATION, INC., an Illinois not-for-profit corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as both an individual and as such Secretary, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

**JOINDER AND CONSENT**

The undersigned does hereby join in and consent to the Termination and Extinguishment of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association recorded with the McHenry County Recorder's Office on September 3, 2004, as document number 2004R0079892, subject to and contingent upon the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association being implemented and being put in full force and effect with all the necessary approvals by the lot owners of the Grand Reserve Single-Family Homeowner's Association with the Termination and Extinguishment of Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association, and all other requirements at law.

THE VILLAGE OF ALGONQUIN,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

## **JOINDER AND CONSENT**

The undersigned, as Master Declarant under that certain Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872 (the "Master Declaration"), and as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements For Grand Reserve Single-Family Homeowner's Association recorded with the Recorder on September 3, 2004, as document number 2004R0079892 (the "Single Family Declaration"), does hereby join in and consent to the Termination and Extinguishment of the Single Family Declaration.

GRAND RESERVE ALGONQUIN, LLC, an Illinois limited liability company

By: PJ Manager, LLC  
Its: Manager

By: Petry Trust No. 1989  
Its: Manager

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Jeffrey G. Petry  
Trustee

## EXHIBIT A

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM; BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE THEREOF 1645.16 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 19 SECONDS EAST 613.02 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 27 SECONDS EAST 232.53 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 120. FEET AN ARC DISTANCE OF 100.27 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 31 DEGREES 56 MINUTES 42 SECONDS WEST 97.3 FEET); THENCE NORTH 55 DEGREES 53 MINUTES 55 SECONDS WEST 153.75 FEET TO A POINT OF CURVE THENCE NORTHERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 280.0 FEET AN ARC DISTANCE OF 311.14 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 24 DEGREES 02 MINUTES 52 SECONDS WEST OF 295.38 FEET); THENCE NORTHERLY ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 770.0 FEET AN ARC DISTANCE OF 97.64 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 04 DEGREES 09 MINUTES OF 97.64 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 04 DEGREES 09 MINUTES 12 SECONDS EAST 97.57 FEET), THENCE SOUTH 75 DEGREES 51 MINUTES 55 SECONDS WEST 202.74 FEET; THENCE NORTH 20 MINUTES 06 SECONDS WEST 490.76 FEET; THENCE NORTH 30 DEGREES 08 MINUTES 30 SECONDS WEST 183.97 FEET; THENCE NORTH 55 DEGREES 23 MINUTES 03 SECONDS WEST 358.17 FEET, THENCE NORTH 12 DEGREES 13 MINUTES 53 SECONDS WEST 81.33 FEET, THENCE NORTH 24 DEGREES 33 MINUTES 55 SECONDS EAST 699.21 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1,159.90 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 49 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,637.76 FEET TO THE POINT OF BEGINNING, AND ALSO INCLUDING THE NORTH 296.0 FEET OF THE WEST 295.0 FEET AS MEASURED AS ALONG THE NORTH AND WEST LINES THEREOF IN ALGONQUIN TOWNSHIP, MCHENRY COUNTY ILLINOIS.

AS AMENDED BY THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF

CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND  
CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO.  
2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS;  
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS  
PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS;  
SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

## EXHIBIT B

LOTS 1-44 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.



**EXHIBIT D**  
**TERMINATION OF EXISTING DUPLEX DECLARATION**

PREPARED BY AND MAIL TO:

Law Offices of Jeanne M. Miller, LLC  
1320 Tower Road  
Schaumburg, IL 60173

**TERMINATION AND EXTINGUISHMENT  
OF  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR  
GRAND RESERVE DUPLEX UNITS**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the McHenry County Recorder (the "Recorder") on June 19, 2007, as document number 2007R0042573 (the "Duplex Declaration") is recorded against a portion of the Total Property as such property is legally described on Exhibit A (the "Total Property") and commonly known as the duplex units with attached garages (the "Duplex Units") within the Grand Reserve subdivision (the "Community");

WHEREAS, the Duplex Declaration contemplated that an Illinois not-for-profit corporation known as the Grand Reserve Duplex Association (the "Duplex Association") be formed to provide for the maintenance and operation of the Duplex Lots (as defined in the Duplex Declaration) and, in general, to maintain and promote the desired character of the Duplex Units;

WHEREAS, the Total Property is also subject to a Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872 (the "Master Declaration");

WHEREAS, the Grand Reserve Algonquin Master Association Inc. (the "Master Association") is the Illinois not-for-profit corporation created in accordance with the Master

Declaration to address the relationship and division of responsibilities by and among the Master Association, the Duplex Association, the Grand Reserve Single-Family Homeowner's Association (the "Single Family Association") created with respect to the detached single family homes (the "Single Family Homes") and governed by the Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association, recorded with the Recorder on September 3, 2004, as document number 2004R0079892 (the "Single Family Home Declaration"), and the Grand Reserve Manor Homes Condominium Association created with respect to the multi-unit condominium development (the "Condos") to be constructed in the Community and governed by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association recorded with the Recorder on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, recorded with the Recorder on May 4, 2007, as document number 2007R0030701, and re-recorded with the Recorder on May 10, 2007, as document number 2007R0033006 (collectively, referred to as the "Condo Declaration");

WHEREAS, the Duplex Association was involuntarily dissolved with the Illinois Secretary of State (the "SOS") on October 9, 2009, the Condo Association was involuntarily dissolved with the SOS effective October 10, 2014, and the Single Family Association was involuntarily dissolved with the SOS effective October 9, 2009;

WHEREAS, the current members of the Single Family Association, the Duplex Association and the Cond Association deem it in the best interest of the Community to repeal the Duplex Declaration, the Single Family Declaration and the Condo Declaration, respectively, and adopt an amended and restated declaration which shall comprehensively incorporate the division of responsibilities between the owners of the Single Family Homes, the Condos and the Duplex Units into one declaration known as the Amended and Restated Declaration;

WHEREAS, the Amended and Restated Declaration shall be approved by not less than seventy five percent (75%) of the Master Association wherein each owner of a Single Family Home, a Duplex Unit and a Condo shall have one vote and the Master Declarant (as defined in the Master Declaration) shall have the number of votes equal to the total number of developed or approved units of the project minus the then current number of votes held by all the owners;

WHEREAS, in accordance with Article X, Section 6 of the Duplex Declaration, not less than seventy five percent (75%) of the Duplex Association has consented to repeal by this written instrument the Duplex Declaration;



**JOINDER AND CONSENT**

The undersigned does hereby join in and consent to the Termination and Extinguishment of that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the Recorder on June 19, 2007, as document number 2007R004257, subject to and contingent upon the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association being implemented and being put in full force and effect with all the necessary approvals by the lot owners of the Grand Reserve Duplex Association with the Termination and Extinguishment of Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units, and all other requirements at law.

THE VILLAGE OF ALGONQUIN,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

## **JOINDER AND CONSENT**

The undersigned, as Master Declarant under that certain Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872, and Declarant under that Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the Recorder on June 19, 2007, as document number 2007R0042573 ("Duplex Declaration"), does hereby consent to the Termination and Extinguishment of the Duplex Declaration.

GRAND RESERVE ALGONQUIN, LLC, an Illinois limited liability company

By: PJ Manager, LLC

Its: Manager

By: Petry Trust No. 1989

Its: Manager

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Jeffrey G. Petry

Trustee

## EXHIBIT A

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM; BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE THEREOF 1645.16 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 19 SECONDS EAST 613.02 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 27 SECONDS EAST 232.53 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 120. FEET AN ARC DISTANCE OF 100.27 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 31 DEGREES 56 MINUTES 42 SECONDS WEST 97.3 FEET); THENCE NORTH 55 DEGREES 53 MINUTES 55 SECONDS WEST 153.75 FEET TO A POINT OF CURVE THENCE NORTHERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 280.0 FEET AN ARC DISTANCE OF 311.14 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 24 DEGREES 02 MINUTES 52 SECONDS WEST OF 295.38 FEET); THENCE NORTHERLY ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 770.0 FEET AN ARC DISTANCE OF 97.64 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 04 DEGREES 09 MINUTES 12 SECONDS EAST 97.57 FEET), THENCE SOUTH 75 DEGREES 51 MINUTES 55 SECONDS WEST 202.74 FEET; THENCE NORTH 20 MINUTES 06 SECONDS WEST 490.76 FEET; THENCE NORTH 30 DEGREES 08 MINUTES 30 SECONDS WEST 183.97 FEET; THENCE NORTH 55 DEGREES 23 MINUTES 03 SECONDS WEST 358.17 FEET, THENCE NORTH 12 DEGREES 13 MINUTES 53 SECONDS WEST 81.33 FEET, THENCE NORTH 24 DEGREES 33 MINUTES 55 SECONDS EAST 699.21 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1,159.90 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 49 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,637.76 FEET TO THE POINT OF BEGINNING, AND ALSO INCLUDING THE NORTH 296.0 FEET OF THE WEST 295.0 FEET AS MEASURED AS ALONG THE NORTH AND WEST LINES THEREOF IN ALGONQUIN TOWNSHIP, MCHENRY COUNTY ILLINOIS.

AS AMENDED BY THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED.

NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.



## EXHIBIT B

LOTS 45-99 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

**EXHIBT E**  
**TERMINATION OF EXISTING MANOR HOME DECLARATION**

PREPARED BY AND MAIL TO:

Law Offices of Jeanne M. Miller, LLC  
1320 Tower Road  
Schaumburg, IL 60173

**TERMINATION AND EXTINGUISHMENT  
OF  
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS,  
RESTRICTIONS AND COVENANTS FOR GRAND RESERVE, LLC AND  
DECLARATION OF BY-LAWS FOR THE GRAND RESERVE, LLC  
CONDOMINIUM ASSOCIATION, AN ILLINOIS LIMITED LIABILITY COMPANY**

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association (the "Declaration") recorded with the McHenry County Recorder (the "Recorder") on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, recorded with the Recorder on May 4, 2007, as document number 2007R0030701, and re-recorded with the Recorder on May 10, 2007, as document number 2007R0033006 (the "First Amendment" and together with the Declaration, referred to as the "Condo Declaration"), is recorded against that portion of the Total Property as such property is legally described on Exhibit A attached hereto (the "Total Property") and commonly known as the multi-family condominium development (the "Condos") within the Grand Reserve subdivision (the "Community");

WHEREAS, the Condo Declaration contemplated that an Illinois not-for-profit corporation known as the Grand Reserve Manor Home Condominium Association, (the "Condo Association") be formed to provide for the maintenance, repair, replacement, administration and operation of the Common Elements (as such term is defined in the Condo Declaration) and for such other purposes as provided in the Condo Declaration;

WHEREAS, the Total Property is also subject to a Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the

Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872 (the "Master Declaration");

WHEREAS, the Grand Reserve Algonquin Master Association Inc. (the "Master Association") is the Illinois not-for-profit corporation created in accordance with the Master Declaration to address the relationship and division of responsibilities by and among the Master Association, the Condo Association, the Grand Reserve Single-Family Homeowner's Association (the "Single Family Association") created with respect to the detached single family homes (the "Single Family Homes") and governed by the Declaration of Covenants, Conditions, Restrictions and Easements for Grand Reserve Single-Family Homeowner's Association recorded with the Recorder on September 3, 2004, as document number 2004R0079892 (the "Single Family Declaration") and the Grand Reserve Duplex Association (the "Duplex Association") with respect to the duplex homes ("Duplex Units") and governed by the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Grand Reserve Duplex Units recorded with the Recorder on June 19, 2007, as document number 2007R0042573 (the "Duplex Declaration");

WHEREAS, the Condo Association was involuntarily dissolved with the Illinois Secretary of State (the "SOS") effective October 10, 2014, and the Single Family Association and Duplex Association were each involuntarily dissolved with the SOS on October 9, 2009;

WHEREAS, the current members of the Single Family Association, the Duplex Association and the Condo Association deem it in the best interest to repeal the Condo Declaration, the Single Family Declaration and the Condo Declaration, respectively, and adopt an amended and restated declaration which shall comprehensively incorporate the division of responsibilities between the owners of the Single Family Homes, the Duplex Units and the Condos into one declaration known as the Amended and Restated Declaration;

WHEREAS, the Amended and Restated Declaration shall be approved by not less than seventy five percent (75%) of the Master Association wherein each owner of a Single Family Home, a Duplex Unit and a Condo shall have one vote and the Master Declarant (as defined in the Master Declaration) shall have the number of votes equal to the total number of developed or approved units of the project minus the then current number of votes held by all the owners;

WHEREAS, in accordance with Article IV of the Condo Declaration not less than three quarters (75%) of the Unit Owners (as defined in the Condo Declaration) have signed this written instrument to repeal the Condo Declaration;

WHEREAS, in accordance with Article XVIII of the Condo Declaration, the Secretary of the Board attests that the First Mortgagees (as defined in the Condo Declaration) of the Unit Owners have been notified of the Unit Owners' intent to remove the Property from the provisions of the Declaration and the Condo Act;

WHEREAS, in accordance with Section 27(a) of the Condominium Property Act of the State of Illinois (the "Condo Act"), one hundred percent (100%) of the Unit Owners have elected to remove the Property from the provisions of the Condo Act;

NOW THEREFORE, in consideration of the facts set forth above, each signatory below, representing all of the Unit Owners of the property subject to the Condo Declaration, hereby agrees as follows:

1. That the Recitals set forth above are incorporated herein as though fully set forth herein.
2. That in accordance with Article XVIII of the Condo Declaration and Section 16 of the Condominium Property Act (765 ILCS 605 *et seq.*) (the "Act"), all of the Unit Owners of the property as legally described on Exhibit B attached (the "Property") have elected to remove the Property from the Act and the Declaration and all First Mortgagees shall be deemed to have consented and agreed thereto and/or consent thereto or agree, in either case by this written instrument of Termination and Extinguishment, that their liens be transferred to the undivided interest of the Unit Owner.
3. That the Declaration is hereby terminated and extinguished and that the Condos shall, as of the date of the recording of this written instrument, which shall in no event be less than thirty (30) days from the date of notice, be forever held free and clear of any covenants, conditions or restrictions as may be set forth in the Declaration, and that the Property is withdrawn from the provisions of the Act.
4. That the Amended and Restated Comprehensive Declaration shall be immediately recorded following the recording of this written instrument, and that in accordance therewith, the undivided interest in that portion of the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the common elements.

IN WITNESS WHEREOF, the undersigned, as one hundred percent (100%) of the Unit Owners, attest and certify as set forth above.

ATTESTATION BY SECRETARY, GRAND RESERVE ALGONQUIN MASTER  
ASSOCIATION, INC., an Illinois not-for-profit corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF ILLINOIS       )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

### **JOINDER AND CONSENT**

The undersigned does hereby join in and consent to the Termination and Extinguishment of that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association recorded with the Recorder's Office on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, recorded with the Recorder on May 4, 2007, as document number 2007R0030701, and re-recorded with the Recorder on May 10, 2007, as document number 2007R0033006, subject to and contingent upon the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association being implemented and being put in full force and effect with all the necessary approvals by the lot owners of the Grand Reserve Manor Homes Condominium Association with the Termination and Extinguishment of Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, and all other requirements at law.

THE VILLAGE OF ALGONQUIN,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

## JOINDER AND CONSENT

The undersigned, as Master Declarant under that certain Master Declaration of Easements, Restrictions, Covenants, and By-Laws for Grand Reserve Master Association recorded with the Recorder on January 5, 2006, as document number 2006R0000830, and initially recorded with the Recorder on September 9, 2004, as document number 2004R0081142 (the "Original Master Declaration"), as amended by the First Amendment recorded with the Recorder on July 1, 2011, as document number 2011R0026754, and the Second Amendment recorded with the Recorder on February 3, 2012, as document number 2012R0004872, and Declarant under that Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Grand Reserve Manor Homes Condominium Association recorded with the Recorder on November 1, 2006, as document number 2006R0080668, as amended by the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Grand Reserve, LLC and Declaration of By-Laws for the Grand Reserve, LLC Condominium Association, an Illinois limited liability company, recorded with the Recorder on May 4, 2007, as document number 2007R0030701, and re-recorded with the Recorder on May 10, 2007, as document number 2007R0033006 (the "Condo Declaration"), does hereby consent to the Termination and Extinguishment of the Condo Declaration.

GRAND RESERVE ALGONQUIN, LLC, an Illinois limited liability company

By: PJ Manager, LLC  
Its: Manager

By: Petry Trust No. 1989  
Its: Manager

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Jeffrey G. Petry  
Trustee



EXHIBIT A  
TOTAL PROPERTY

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM; BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE THEREOF 1645.16 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 19 SECONDS EAST 613.02 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 27 SECONDS EAST 232.53 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 120. FEET AN ARC DISTANCE OF 100.27 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 31 DEGREES 56 MINUTES 42 SECONDS WEST 97.3 FEET); THENCE NORTH 55 DEGREES 53 MINUTES 55 SECONDS WEST 153.75 FEET TO A POINT OF CURVE THENCE NORTHERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 280.0 FEET AN ARC DISTANCE OF 311.14 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 24 DEGREES 02 MINUTES 52 SECONDS WEST OF 295.38 FEET); THENCE NORTHERLY ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 770.0 FEET AN ARC DISTANCE OF 97.64 FEET (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 04 DEGREES 09 MINUTES 12 SECONDS EAST 97.57 FEET), THENCE SOUTH 75 DEGREES 51 MINUTES 55 SECONDS WEST 202.74 FEET; THENCE NORTH 20 MINUTES 06 SECONDS WEST 490.76 FEET; THENCE NORTH 30 DEGREES 08 MINUTES 30 SECONDS WEST 183.97 FEET; THENCE NORTH 55 DEGREES 23 MINUTES 03 SECONDS WEST 358.17 FEET, THENCE NORTH 12 DEGREES 13 MINUTES 53 SECONDS WEST 81.33 FEET, THENCE NORTH 24 DEGREES 33 MINUTES 55 SECONDS EAST 699.21 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1,159.90 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 49 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,637.76 FEET TO THE POINT OF BEGINNING, AND ALSO INCLUDING THE NORTH 296.0 FEET OF THE WEST 295.0 FEET AS MEASURED AS ALONG THE NORTH AND WEST LINES THEREOF IN ALGONQUIN TOWNSHIP, MCHENRY COUNTY ILLINOIS

AS AMENDED BY THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED

NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

CONDO PROPERTY:

BUILDING #20 A- D AND BUILDING #21 A-D AS DEPICTED ON LOT 105.

**EXHIBIT F  
BYLAWS**

By-Laws

BY-LAWS OF  
THE GRAND RESERVE ALGONQUIN MASTER ASSOCIATION INC.  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I  
NAME OF CORPORATION

The name of this corporation is Grand Reserve Algonquin Master Association Inc. an Illinois not-for-profit corporation.

ARTICLE II  
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, and for the promotion of the health, safety and welfare, and the common use and enjoyment thereof by members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit E to the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association ("Amended and Restated Declaration"), recorded with the Office of the Recorder of Deeds for McHenry County, Illinois. All terms used herein shall have the meanings set forth in the Amended and Restated Declaration.

2.02 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 Amended and Restated Declaration and these By-Laws.

ARTICLE III  
OFFICES

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

ARTICLE IV  
MEETINGS OF MEMBERS

4.01 MEMBERSHIP: The owner ("Owner") from time to time of each Home or Lot, to the extent a Home is not constructed yet thereon, shall automatically be a "Member" of the Association. There shall be one membership per Home or Lot, as the case may be, and all of the voting rights at each meeting of the Association shall be vested exclusively in the Members. Any action may be taken by the Members at any meeting at which a quorum is present upon an affirmative vote of a majority of

the votes represented at such meeting by the Members, except as vote may otherwise be required in the Amended and Restated Declaration or by applicable law. The Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.02 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of this Association or at such other place in McHenry County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Ten percent (10%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein or in the Amended and Restated Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the Members present at such meeting.

4.03 ANNUAL MEETINGS: There shall be an annual meeting of the Owners on the date as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting.

4.04 SPECIAL MEETINGS: Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Amended and Restated Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.05 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by mail to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice, or to the Lot of the Owner if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

## ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association shall be vested in the board of directors (the "Board"), which shall consist of not less than three (3) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of fifty percent (50%) of the votes of Voting Members. Each Director shall be an Owner or a Voting Member.

5.02 BOARD OF DIRECTORS: The Board of Directors shall be comprised of three (3) members, each of which shall serve a two year term or until his successor is duly appointed. The Board of Directors may be increased to up to a five (5) person Board.

5.03 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting, and such notice shall state the time and place of such regular meeting.

5.04 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.

5.05 ATTENDANCE AT MEETINGS BY OWNERS: Owners may attend meetings of the Board only to the extent permitted by the Board in its discretion. It is not the intention that Owners shall have the right to attend meetings of the Board in the same manner as provided for members of condominium Associations under the Illinois Condominium Property Act. The Board shall give notice to the Owners, within ten (10) to sixty (60) days of a meeting called for the purpose of adopting a special assessment.

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

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

5.08 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.09 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the affirmative vote of a majority of the Members at a duly called special meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose, and any successor so appointed shall serve the balance of his predecessor's term.

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

(a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of such portions of the Total Property for which the Association is responsible under the Amended and Restated Declaration and these By-Laws;

(d) To procure insurance as provided for under the Amended and Restated Declaration;

(e) To estimate and provide each Owner with an annual budget showing the Common Expenses, the Manor Expenses and the Duplex Expenses;

(f) To pay the Common Expenses, Manor Expenses and the Duplex Expenses;

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

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

(i) To delegate the exercise of its power to committees appointed pursuant to Article VII of these By-Laws; and

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

## ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

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

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Amended and Restated Declaration and these By-Laws as provided in the Amended and Restated Declaration and these By-Laws;

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

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

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## ARTICLE VII COMMITTEES DESIGNATED BY BOARD

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

7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners, and the President of the Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Association whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board. The chairman of each standing committee shall be a Director (who shall act as the liaison between the committee and the Board), and the other members of the committee (which need not be Directors) shall be appointed and removed from time to time by such chairman.

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

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

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

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Amended and Restated Declaration, these By-Laws or with rules adopted by the Board.

## ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

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

## ARTICLE IX FISCAL MANAGEMENT

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

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

9.03 SPECIAL STATEMENT: Within thirty (30) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the Owner with a statement containing the following information:

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



(b) The status and amount of any and all capital reserves.

9.04 ASSESSMENT PROCEDURE: Common Assessments, Manor Assessments, Duplex Assessments (and any modification as permitted under the Amended and Restated Declaration) and any special assessments and other Charges shall be made and collected as provided in the Amended and Restated Declaration.

## ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner or his mortgagee, agent or attorney for any proper purpose at any reasonable time.

## ARTICLE XI AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds (2/3) of the Directors then serving, provided that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Amended and Restated Declaration or the Act.

**EXHIBIT G**  
**EXISTING DUPLEX LOTS**

LOTS 45-99 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

**EXHIBIT H**  
**EXISTING MANOR LOTS**

LOT 105 AS DESIGNATED UPON THE PLAT OF GRAND RESERVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AS DOCUMENT NO. 2004R0049463 ON JUNE 2, 2004 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 2004 AS DOCUMENT NO. 2004R0099240 AND CERTIFICATE OF CORRECTION RECORDED JUNE 18, 2004 AS DOCUMENT NO. 2004R0055483 AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NO. 2004R0080452 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON AREAS PURSUANT TO AND IN ACCORDANCE WITH THOSE CERTAIN DECLARATIONS; SITUATED IN THE COUNTY OF MCHENRY COUNTY AND THE STATE OF ILLINOIS.

**EXHIBIT I**  
**FORM OF SUPPLEMENTAL DECLARATION**

THIS INSTRUMENT PREPARED  
BY AND RETURNED TO:

Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, IL 60540

**SUPPLEMENTAL DECLARATION OF DESIGNATED BUILDER**  
**AMENDED AND RESTATED DECLARATION FOR GRAND RESERVE ALGONQUIN**  
**HOMEOWNERS ASSOCIATION**

This Supplemental Declaration of Designated Builder to the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association ("Supplemental Declaration of Designated Builder") effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

**R E C I T A L S**

Declarant recorded the Amended and Restated Declaration for Grand Reserve Algonquin Homeowners Association with the McHenry County Recorder of Deeds on \_\_\_\_\_, as document no. \_\_\_\_\_ (the "Amended and Restated Declaration").

In Section 12.06 of the Amended and Restated Declaration, the Association has the right and power to record a Supplemental Declaration to the Amended and Restated Declaration to designate a Designated Builder under the Declaration.

The Association desires to exercise the right and power reserved in Section 12.06 to designate a Designated Builder under the Amended and Restated Declaration.

NOW, THEREFORE, Declarant does hereby amend and supplement the Amended and Restated Declaration as follows:

1. Terms. All Terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Amended and Restated Declaration.
2. Designation of Designated Builder. The Association designates Forestar (USA) Real Estate Group, Inc., a Delaware corporation, or its designee, as a "Designated Builder" with respect to the real property legally described on Exhibit A attached hereto (the "Designated Builder Property") and grants and assigns such rights as are set forth in Section 12.06. All rights granted by Declarant to a Designated Builder pursuant to the Amended and Restated Declaration and this Supplemental Declaration of Designated Builder shall continue until such time as the Designated Builder is no

longer vested with, or controls title to, any portion of the Property. The Designated Builder shall have no independent fiduciary duty to the Association and the Owners.

3. Approval of Plans and Specifications. The Association hereby approves any plans and specifications of Designated Builder as attached hereto as Exhibit B with respect to the external design and location in relation to surrounding structures and topography of the improvements proposed to be constructed on the Designated Builder Property.

4. Covenants to Run with Land. The covenants, conditions, restrictions, and easements contained in the Amended and Restated Declaration, as supplemented by this Supplemental Declaration of Designated Builder shall run with and bind the Designated Builder Property.

5. Continuation. As expressly hereby supplemented and amended, the Amended and Restated Declaration shall continue in full force and effect in accordance with its terms.

(Signature page and joinder follow)

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public