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_____ for Recorder's Use Only _____

RESTATED and AMENDED
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR

**SPRINGACRES HILLS
HOMEOWNER ASSOCIATION**

An IL Not-For-Profit Corp.
Carpentersville, Kane County, Illinois

(IN COMPLIANCE WITH THE COMMON INTEREST COMMUNITY ASSOCIATION ACT, AN ACT CONCERNING CIVIL LAW EFFECTIVE JULY 29, 2010 AND ALL AMENDMENTS THERETO EFFECTIVE THROUGH JANUARY 1, 2018).

The Re-Stated and Amended DECLARATION and BY-LAWS are submitted to replace the Declaration made by Suburban Bank of Barrington, as Trustee under Trust Agreement dated April 9, 1993, and known as Trust Number 1016 (Declarant) recorded July 25, 1994 as Document Number 94K058701; and Amendments thereto recorded as 95K063037, 98K119947, 1999K072885, 1999K072876, 2001K081874, 2001K138482, 2004K028114, 2004K154285, 2004K028203, and 2006K050656 all of which are incorporated into and referred collectively as the Declaration. Pursuant to the Declaration at Article 7, Par. 7-5 whereby the Declaration may be amended by an instrument executed and acknowledged by not less than fifty-one percent (51%) of the voting members, or in the alternative by the Board pursuant to Section 1-60 of Public Act 096-1400 which authorizes 2/3rds of the board to amend the Declaration and Bylaws

as may be required to conform to the Common Interest Community Association Act.

WITNESSETH:

WHEREAS the Owners presently hold legal title to 233 Lots (single family homes) together with certain Community Areas, which real estate is legally described on Exhibits attached hereto and made a part hereof (the "Property") all in Carpentersville, Kane County, State of Illinois; and

WHEREAS the original Declarant and subsequent amendments adding additional lots, established for the mutual benefit of all owners and occupants of the Property certain easements or rights in, over, under, upon and along the Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS in order to preserve and enhance the values and amenities of the Property, Declarant established the Springacres Hills Homeowner Association (the "Association") which owns and is responsible for maintaining the Common Areas and any improvements or facilities thereon, and for administering and enforcing the covenants, conditions, restrictions and easements set forth herein and for collecting and disbursing the assessments and charges hereinafter created; and said Property is subject to the covenants, conditions, restrictions, easements, assessments, charges and liens as hereinafter set forth; and

WHEREAS Public Act 096-1400 enacted by the Illinois General Assembly and cited as The Common Interest Community Association Act (Act), became effective July 29, 2010 and was amended by Public Act 097-0605 which became effective August 26, 2011, and most recently updated to include changes effective January 1, 2018. This Act is a separate law governing homeowner associations and significantly changes the operation of a common interest community association. The Act dictated that a common interest community association come into compliance with the Act. As such the Board has acted to incorporate the new Act into this Declaration and By-Laws, deleting those portions of the original declaration and by-laws which are obsolete or no longer in effect.

NOW THEREFORE, the Membership acting through a duly elected Board of Directors under an irrevocable agency coupled with an

interest, as beneficiary and assignee of the original Declarant, hereby declare that all of the property described herein shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, as well as their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

All property subject to this Declaration and its amendments shall be held, conveyed, hypothecated, or encumbered, leased, used, occupied and improved subject to the limitations, restrictions, conditions, and covenants contained in said Declaration, its amendments and these presents having or acquiring any right, title, or interest in the described lands or any part thereof.

Note - "This Act" used herein references the Common Interest Community Association Act.

ARTICLE I DEFINITIONS

1.01 "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

1.02 "Common Interest Community Association" means the association of all the members of a common interest community, acting pursuant to the bylaws through its duly elected board of directors. Herein shall mean the Springacres Homeowners' Association, an Illinois not-for-profit corporation and a common interest community association.

1.03 "Board" means a common interest community association's board of directors. "Board member or 'member of the board'" means a member of the board of directors.

1.04 "Board of Directors" shall mean the group of people elected by the Members as the governing body to exercise for the Members all powers, duties, and authority vested in the Board of

Directors under the common interest community association's declaration and bylaws.

1.05 "Common Areas" shall mean property other than a Lot (single family residence), more specifically, wetlands, common easements, entranceways, non-municipal rights of way, non-municipal common planting areas, drainage retention and detention areas not otherwise located upon the lot of another owner, and all such other real property as may be deeded to or owned by the Association as well as all improvements thereon. Further, although not owned by the Association, the planting areas within the cul-de-sacs shall, except for ownership, be considered a common area subject to maintenance by the Association as though it were in fact a common area.

1.06 "Common Expenses" shall mean the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board as authorized by the Act and community instruments.

1.07 "Common interest community" means real estate other than a Lot with respect to which any person by virtue of his or her ownership of a Lot therein is obligated to pay for the maintenance, improvement, insurance premiums or real estate taxes of common areas described in the declaration which is administered by the association.

1.08 "Community instruments" shall mean all documents and authorized amendments thereto recorded by the association, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

1.09 "Declaration" shall mean this re-stated Declaration and By-Laws duly recorded to conform to the Common Interest Community Association Act and any duly recorded amendments thereto.

1.10 "Dwelling Unit" shall mean the platted Lot improved with a single family residence. "Lot" shall mean and refer to the numbered Lots 1 through 233 shown and designated upon the recorded Plat(s).

1.11 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and

reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.12 "Majority or Majority of the Members" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership. "Majority or majority members of the Board" shall mean more than 50% of the total number of persons constituting such board pursuant to the bylaws.

1.13 "Management Company or Community Association Manager" shall mean a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the general operation and management of the Property subject to the Act.

1.14 "Meeting of the board or board meeting" shall mean any gathering of a quorum of the members of the board held for the purpose of conducting board business.

1.15 "Member" shall mean the person or entity designated as an owner and entitled to one vote as defined by the community instruments. The terms "member" and "Lot Owner" may be used interchangeably as defined by the community instruments, except in situations in which a matter of legal title to the Lot is involved or at issue, in which case the term "lot owner" would be the applicable term used.

1.16 "Membership" means the collective group of members entitled to vote as defined by the community instruments.

1.17 "Occupant" shall mean and refer to any person lawfully residing or in possession of a Dwelling Unit, regardless of whether said person is an Owner. All occupants shall be bound by the terms and provisions of this Declaration, although all Owners are responsible for the actions or inactions of their occupants.

1.18 "Owner" shall mean and refer to the record owner (last recorded deed as shown in the records of the Kane County Recorder), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

1.19 "Parcel" means the lot or lots or tract or tracts of land described in the declaration as part of a common interest community.

1.20 "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.21 "Plat" means a plat or plats of survey of the parcel and of all Lots in the common interest community, which may consist of a three-dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the Property.

1.22 "Prescribed delivery method" shall mean mailing, delivering, posting in an association publication, that is routinely mailed to all lot owners, or any other delivery method that is approved in writing by the lot owner and authorized by the community instruments.

1.23 "Property" shall mean all the land, property, and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the members, under the authority or control of the Association.

1.24 "Purchaser" shall mean any person or persons who purchase a Lot in a bona fide transaction for value.

1.25 "Record" shall mean to record in the office of the Recorder for Kane County wherein the Property is located.

1.26 "Reserves" shall mean those sums paid by lot owners which are separately maintained by the association for purposes specified by the declaration and bylaws.

1.27 "Unit" means a part of the Property designed and intended for any type of independent use. Unit, residence, and Lot shall have the same meaning and are interchangeable for purposes of this declaration.

1.28 "Unit Owner and Lot Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

1.29 "Village" shall mean the Village of Carpentersville, Kane County, Illinois.

Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine; words imparting the singular shall include the plural, and words imparting the plural, shall include the singular.

Note - wherever found, the term "common interest community" and "Association" for purposes of this document shall have the same meaning and are interchangeable.

ARTICLE II COVENANTS RUNNING WITH THE LAND

2.01 Burden upon the Property. This Re-Statement Declaration and Bylaws and the covenants, conditions, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Lot Owner, and his or her respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of any portion of the Property, a Lot, or any interest therein, the Person to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Re-Statement Declaration, By-Laws and rules and regulations of the Springacres Hills Homeowner Association whether or not they are referred to or set forth in any deed or other transfer of title or interest.

2.02 Rights of Village. The Village of Carpentersville shall have the right, but not the obligation, to enforce covenants or obligations of the Association or the Owners of the Lots as defined and provided within the Declaration, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of the default, to enter upon the Common Areas or any drainage-retention and detention area upon a Lot and cure such default or any failure to maintain or cause the same to be cured at the cost and expense of the Association or the Owner or Owners thereof. The Village shall also have the right to charge

or place a lien upon the property of the Association for the repayment of such costs and expenses and or any Lot wherein a retention or detention area is located (but as to any Lot the amount of the lien shall be limited to cost or expense upon such Lot), including reasonable attorneys' fees in enforcing such obligation. This provision may not be amended without the approval of the President and Board of Trustees of the Village. Police, fire, public works, health and other authorized municipal officers of the Village shall have reasonable ingress and egress to the Community Areas and detention and retention drainage areas upon any Lot for performance of official duties.

ARTICLE III DRAINAGE

3.01 No Owner shall alter the rate or direction of flow of water to or from any drainage, water retention and detention areas or in any way change the boundaries or composition of said areas without prior approval of the Board and required governmental authorities.

3.02 The following provisions apply to all drainage detention and retention areas as noted on the plats of survey and areas to which these covenants are or may become applicable:

a. No excavation or placement of dredged or fill material, debris, or landscape waste may be placed upon said areas.

b. No structures of any kind may be placed upon said areas.

c. Said areas may be landscaped by grass seeding only.

d. Bicycles and any other types of vehicles are prohibited from operation upon said areas.

e. There shall be no modifications to the hydrology of these restricted areas, either directly or indirectly, that would allow more water onto, or that which would naturally drain water from such areas. Such prohibitive modifications include but are not limited to ditching, changes to any water control structure, alteration to drain tiles or any natural occurring contours or those contours installed by the developer.

3.03 The Association is charged with the responsibility to

maintain, repair, or improve all water drainage ways, retention and detention areas as defined by a Plat of Subdivision whether located on common areas or property of other owners or association Members. There is hereby granted to the Association an easement of ingress and egress over and upon subject individual lots for the purpose of maintaining such drainage and detention areas.

3.04 The Village of Carpentersville shall also have the privilege to drain stormwater onto, in and over, stormwater management areas noted in the several plats of subdivision and the right, but not duty or obligation, to keep such discharges clean and clear for such purposes.

ARTICLE IV ASSOCIATION AND ADMINISTRATION

4.01 There is established an Association commonly known as the Springacres Hills Homeowners Association. The provisions of this Article shall constitute the By-Laws by which, in addition to the other provisions of this Declaration, shall govern the administration of the Common Areas. Unless specifically provided otherwise, the Association shall own, maintain, repair, replace and improve the Common Areas within the Property as defined herein.

4.02 Member/Voting Member. The Association shall have one class of Membership. Every Lot Owner shall be a member of the Association, which membership shall automatically terminate upon the sale of a Lot at which time the new owner shall automatically become a member. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Lot Owners. Such person shall be known as the "voting member". Owners with multiple lots shall be entitled to one vote per lot on all matters herein subject to ballot. Such voting member may be the Owner or may be some person designated by such Owner to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the board. The total number of votes of all voting members shall be equal to the total number of Lots then subject to this Declaration, and each Lot shall be entitled to one vote. Where there is more than one owner of a Lot and there is only one member vote associated with that Lot, if only one of the multiple owners is present at a meeting of the Membership, he or she is entitled to cast the member vote associated with that Lot.

4.03 Voting. Members may vote as follows:

(1) by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the written proxy itself states otherwise, proxies will not be valid for more than eleven (11) months after the date of execution; or

(2) by submitting an association-issued ballot in person at the election meeting; or

(3) by submitting an association-issued ballot to the association or its designated agent by mail or other means of delivery specified in the governing documents; or

(4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

4.04 Electronic Voting. The association may, upon adoption of the appropriate rules by the board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in electronic voting board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all members not less than 10 and not more than 30 days before the election meeting. The Instruction Notice must include the names of all candidates who have given the board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The board rules shall provide, and the instructions provided to the member shall state that a member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

4.05 Membership Meetings. The membership shall hold an Annual Meeting and the Board of Directors may be elected at the annual meeting. Annual meetings of the voting members (Membership Meeting) shall be held in Dundee Township. Notice of any Membership meeting shall be given detailing the time, place, and purpose of such meeting no less than 10 and no more than 30 days

prior to the meeting through a prescribed delivery method. Twenty percent (20%) of the membership shall constitute a quorum. Special meetings of the membership may be called by the president, the board, or 20% of the membership.

4.06 Board. The Association, by and through a duly elected Board of Directors, shall be the sole governing body for the administration and operation of the Common Areas and all the terms and provisions of the Declaration. The board shall have standing and capacity to act in a representative capacity in relation to matters involving the common areas or more than one lot, on behalf of the members as their interests may appear. The board shall act by a majority vote of those present at its meetings when a quorum exists. A majority of the members then presently sitting on the board shall constitute a quorum. Elections shall be held in accordance with these by-laws, provided that an election shall be held no less frequently than once every 24 months, for the board of directors from among the membership of the Association. The Board of Directors (hereinafter referred to as the "Board"), shall consist of five (5) persons who shall be elected at large and the terms of at least one-third of the members of the board shall expire annually. No member of the board or officer shall be elected for a term of more than 4 years, but officers and board members may succeed themselves. If there are multiple owners of a single Lot, only one of the multiple owners shall be eligible to serve as a member of the board, at any one time. Each member of the board shall be an Owner of a Lot; provided, however, that in the event a Lot Owner is a corporation, partner or partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the board.

4.07 Officers. The board shall elect from among its members certain officers: (1) a President who shall preside over the meetings of the board and of the membership; (2) a Secretary from among the members of the board, who shall keep the minutes of all meetings of the board and of the membership who shall, in general, perform all the duties incident to the office of secretary; and (3) a treasurer from among the members of the board, who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. If no election is held to elect board members within the time period specified in the bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the members may

bring an action to compel compliance with the election requirements specified in the bylaws. If a court finds that an election was not held to elect members of the board within the required period due to the bad faith acts or omissions of the board, the members shall be entitled to recover their reasonable attorney's fees and costs from the association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, this subsection does not apply.

4.08 Board Meetings. The Board must meet at least 4 times annually. Except to the extent otherwise provided by this Act, the board shall give the members notice of all board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways or other conspicuous places in the common areas of the property at least 48 hours prior to the meeting. The board shall give members notice of any board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment with 10 to 60 days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of this Act. Special meetings of the board may be called by the president, by 25% of the members of the board, or by any other method that is prescribed in the Bylaws. Robert's Rules of Order (most recent Revision) shall govern the conduct of business, parliamentary procedure, and fair and orderly procedure in meetings.

4.09 Board meetings, cont. Meetings of the board shall be open to any unit owner, except that the board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the association has been filed and is pending in a court or administrative tribunal, or when the association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the association, (v) to discuss a Lot Owners unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall

be taken at a meeting or portion thereof open to any Lot Owner.

4.10 The board must reserve a portion of the board meeting for comments by members; provided, however, the duration and meeting order for the member comment period is within the sole discretion of the board. Any lot owner may record the proceedings at meetings of the board or portions thereof required to be open, by tape, film or other means, and the board may prescribe reasonable rules and regulations to govern the right to make such recordings.

4.11 Members of the Board shall serve without compensation, unless expressly allowed by the direction of the voting members of at least two-thirds (2/3) of the number of Lots. The association may not enter into a contract with a current board member, or with a corporation, limited liability company, or partnership in which a board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to members within 20 days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, siblings, and children.

4.12 Vacancies. If there is a vacancy on the board, the remaining members of the board may fill the vacancy by a two-thirds vote of the remaining board members until the next annual meeting of the membership or until members holding 20% of the votes of the association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the association requesting such a meeting. Two-thirds of the membership may remove a board member as a director at a duly called special meeting.

4.13 Property Management. The association may engage the services of a manager or management company, enter into a contract and establish a method of approving payment vouchers.

4.14 Fines. The Board shall have the power, after notice and

an opportunity to be heard, to levy and collect reasonable fines from members or lot owners for violations of the declaration, bylaws, and rules and regulations.

4.15 Board records.

(1) The board shall maintain the following records of the association and make them available for examination and copying at convenient hours of weekdays by any Lot Owner subject to the authority of the board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

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

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

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

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

(vi) With regard to Lots owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the member or Lot Owner and a designation shall remain in effect until a subsequent document is filed with the association.

(vii) Where a request for records under this subsection is made in writing to the board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board. A reasonable fee may be charged by the board for the cost of retrieving and copying records properly requested.

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

4.16 Rules & Regs. The board by a vote of three of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Common Areas, Detention, Drainage, and Retention Areas and the planting areas with the cul-de-sacs. Written notice of such rules and regulations shall be given to all Lot Owners and the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of the adoption of any such rule and regulation, the voting members for at least one-fourth (1/4) the number of lots shall file with the board a written objection thereto; then such rule and regulations shall be deemed rescinded until approved by the voting members of at least two-thirds (2/3) of the number of lots at an Annual or Special meeting of the Lot Owners.

4.17 Other than attorney's fees and court or arbitration costs, no fees pertaining to the collection of a member's financial obligation to the association, including fees charged by a managing agent, shall be added to and deemed a part of a member's respective share of the common expenses, unless (i) the managing agent fees relate to the costs to collect common expenses for the association; (ii) the fees are set forth in a contract between the managing agent and the association; and (iii) the authority to add the management fees to a member's respective share of the common expenses is specifically stated in the declaration, or bylaws of the association.

ARTICLE V
ASSESSMENTS AND FINANCES

5.01 Each year each member shall receive before December 1st through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs. On or before December 15th the board shall notify each lot owner in writing as to the annual assessment amount which is assessed equally per Lot. On or before January 1st of the ensuing year each Lot Owner shall be jointly and severally liable for and obligated to pay to the association such annual assessment.

5.02 On or before April 1 of each calendar year, the board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs and with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the association.

5.03 If an adopted budget or an separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the association, upon written petition by members with 20% of the votes of the association delivered to the board within 14 days of the board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessments; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

5.04 If total common expenses exceed the total amount of the approved budget, the association shall disclose this variance to all its members and specifically identify the subsequent

assessments needed to offset this variance in future budgets.

5.05 Emergencies. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board without being subject to member approval or the provisions of subsection 4.03 or 4.06 of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the association. "Emergency" also includes a danger to the life, health or safety of the membership.

5.06 Assessments for additions and alterations to the common areas or to association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

5.07 The board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections 4.05 and 4.06 of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

5.08 An association subject to this Act that consists of 100 or more units (Lots) shall use generally accepted accounting principles in fulfilling any accounting obligations.

5.09 The failure or delay of the board to prepare or serve the annual budget shall not constitute a waiver or release in any manner or such Lot Owner's obligation to pay the annual assessment, and in the absence of any annual assessment, the Lot Owner shall continue to pay the most annual assessment at the existing rate.

ARTICLE VI EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA

6.01 The Common Areas shall include, wetlands, common easements, entranceways, non-municipal rights-of-way, nonmunicipal common planting areas, drainage retention and detention areas not otherwise located upon the lot of another owner, and all such other real property as may be deeded to or owned by the Association as well as all improvements thereon. Said Common Areas

as owned by the association shall be held and maintained for the sole enjoyment of all Lot Owners and their guests. Further, although not owned by the Association, the planting areas within the cul-de-sacs shall, except for ownership, be considered a common area subject to maintenance by the Association as though it were in fact a common area.

6.02 As to the portions of the premises owned by the Association, same shall be held for the sole enjoyment of all Lot Owners and their guests. The use thereof by others is prohibited.

6.03 If due to the negligent act or omission of a Lot Owner, a member of his family, household or guest shall cause any damage to be occasioned to the property of the Association, the cost of such repairs shall be added to the Lot assessments of such Owner.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

7.01 General Use. No Dwelling Unit shall be used for any purpose other than residential purposes. No business, industry, trade, occupation, or profession of any kind or noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners. The use restrictions contained herein shall not prohibit Owners and Occupants from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment therein; (v) any other use permitted under the Village of Carpentersville home occupation uses of a residence as provided under the Village of Carpentersville Zoning Ordinance.

7.02 Lots. All lots shall be residential lots. No structures shall be erected, altered, placed, or permitted to remain on any lot other than one building for a private residence. No lot shall be re-subdivided or divided other than as shown on the recorded plat made and covering the premises or portion thereof.

7.03 No animals, livestock or poultry of any kind shall be raised bred, or kept on any Lot, except that 2 dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided they are not kept, bred, or maintained

for commercial purposes.

7.04 No commercial vehicles (as the same is defined by Chapter 95 ½ of the Illinois Revised Statutes, Sec. 18b-101), mobile home or trailer shall be parked on any lot unless such vehicle shall be wholly contained within a fully enclosed garage attached to the residence. No automotive repairs shall be conducted except in the confines of an attached garage.

7.05 No signs of any kind shall be displayed to public view on any lot except one sign advertising a lot for sale.

7.06 Exposed laundry poles and lines are prohibited on any lot. No radio, television or tower of any kind shall be erected on any lot except as allowed by the Board. One mesh style satellite dish antenna may be placed on a lot only with the prior approval of the Board which shall be substantially landscape screened from public view. No above-ground pools shall be erected on any lot. There shall be not obstruction of the Common Areas or Drainage Retention/Detention Areas nor anything stored thereon.

7.07 No trailer, shack, shed, garage, barn, or other outbuilding in said subdivision shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No garage or outbuilding shall be constructed or placed on any lot prior to construction of any residence. No out-building, accessory buildings, sheds, or detached garages shall be erected upon any lot at any time.

7.08 No lot shall be used in whole or in part for storage or rubbish of an character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be dept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Every Owner shall promptly dispose of all his refuse and garbage.

7.09 If Declarant installed a mailbox on a Lot or for use by a Lot Owner, the respective Lot Owner shall be responsible for

maintaining it in good condition and repair, and shall replace such mailbox, if necessary. A replacement mailbox must be approved by the Board prior to installation.

7.10 Passenger vehicles shall be parked first in the garage and then in the driveway serving the residence, provided that no vehicle shall be parked in such a manner that it blocks access to a neighbor's driveway or garage. Overhead garage doors must be kept closed on a consistent basis. No part of any Lot shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snow mobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty-eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage.

7.11 Except as otherwise provided in this Declaration, each Lot Owner shall regularly mow and trim all areas of his Lot covered with ground cover and shall keep all areas of his Lot designed or intended for the proper drainage or detention for water, including swale lines and ditches unrestricted and shall vow and maintain such areas regularly to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structures, landscaping treatment or other obstructions shall be planted, placed, or allowed to remain in such areas and no Lot Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking, or regrading or redirecting swales, ditches, or drainage areas or otherwise. No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

7.12 No window air conditioning units may be installed or operated on any residence.

7.13 Basketball hoops must be installed in accordance with the then current Rules and Regulations of the Association and approved by the Board.

7.14 Display of American flag or military flag. Notwithstanding any provision in the declaration, bylaws, community instruments, rules, regulations, or agreements or other

instruments of a common interest community association or a board's construction of any of those instruments, a board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. The board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but the board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "Military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

7.15 The Association reserves the right to enter upon any Lot to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Lot Owner to properly maintain those areas and items not the responsibility of the Association. The cost of such entry and work shall be assessed by the Association against the individual Lot Owner. If any such assessment is not made, it shall become a lien on the Lot, the

personal obligation of the Lot Owner and subject to all covenants for assessments contained in this Declaration.

ARTICLE VIII
ARCHITECTURAL CONTROL

8.01 (a) All building plans for any building, fence, corral, wall, pool, antenna or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, and exterior remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon any lot shall first require the approval in writing of the Board. Before beginning the construction of any road, driveway, building, fence or other structure whatsoever, or exterior remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit two (2) complete sets of road or driveway plans, showing the locations, course and width of same, or two (2) complete sets of building plans and specifications for the building, fence or other structure as is applicable, so desired to be erected, constructed or modified.

8.01 (b) No structure of any kind, the plans, elevations, and specifications of which have not received written approval of - and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective building, road, driveway structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Designee. All structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village of Carpentersville. If an to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Declaration, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules, and regulations of the Village.

8.02 Each residence constructed shall have a minimum floor

space square footage of 2000 square feet for single-story and 2300 square feet for two-story homes, exclusive of porches, basements, and garages.

8.04 The landscape plans and any amendments shall likewise be submitted to and approved by the Board who shall be the sole judge as to the harmony of design of all buildings and landscape designs. The Board may require such landscaping as may be necessary and deemed by it to be desirable to cover foundations, walls, and entrances. The exterior of all improvements including finished grade, landscaping and exterior decorating shall be completed within one year from such date of approval of the Board or else such approval shall abate.

8.05 The erection of any new structure and the re-erection or repair of any structure shall be completed as rapidly as practicable. All unused building materials and temporary construction shall be removed from a lot within thirty (30) days after substantial completion of building construction. Any lot upon which excavation and construction work is completed shall be finish graded and grass seeded as soon as weather construction circumstances permit.

8.06 All driveways are to be hard-surface construction.

8.07 All outside building and construction shall be completed within one (1) year after ground is broken for foundation.

8.08 No solid, unbroken, view-obstructing fence, wall, hedge or any other fencing or screening shall be erected on any lot without architectural approval of the Board. Any fence, wall or hedge screening shall be of an ornamental type only and shall be no higher than five (5) feet from the ground.

ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENTS

9.01 Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner whose share for assessments is computed in Section 4.01 as hereinafter set forth for each Lot (Residence) owned within the Property, hereby covenants, by acceptance of such deed of conveyance, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to

pay to the Association: (i) annual assessments or charges representing his proportionate share of the expenses of maintenance, repair, replacements, taxes, administration and operation of the Community Areas ("Association Expenses"); and(ii) special assessments for any purpose, including capital improvements and unforeseen expenses to be collected from time to time as hereinafter provided. Certain expenses, such as utility charges for Residences, shall not be deemed to be Association Expenses, and shall be the responsibility of the individual Lot Owners. Payments of assessments shall be in such amounts and at such times as provided by the Board. The annual and special assessments, together with such interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon a Lot (Residence) against which each assessment is made. Each such assessment shall also be the personal obligation of the person who was the Owner of such Residence at the time when the assessment fell due. Such personal obligation shall pass to his successors in title and shall also constitute a lien on the land affected thereby until fully paid.

9.02 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of all taxes, insurance, repair, replacement and maintenance relating to the Common Areas and for services and facilities devoted to this purpose and related to the use and enjoyment thereof.

9.03 If a Lot Owner is in default in the payment of maintenance charges or assessments 30 days after due the board may bring suit to enforce collection thereof or to foreclose the lien thereof as hereinafter provided. There shall be added to the amounts due the costs of said suit, and other fees and expenses together with annual interest at the rate of 10% from date of default and reasonable attorney fees. The amount of any delinquent or unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Lot when payable and may be foreclosed as provided by law.

9.04 The lien for assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the lots subject to assessment; provided, however, that such subordination shall apply only to assessments which have become

due and payable prior to the issuance of a Sheriff's Deed pursuant to foreclosure of any such mortgage. Such transfer shall not relieve the property involved from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

9.05 Lot Owners' Responsibilities. Any expenses or costs incurred with respect to maintenance and/or repair of any portion of the Common Areas due to the willful or negligent act or any owner, his family, lessees, guests, invitees or pets shall be borne by such Owner and shall be added to such Lot Owner's assessment.

ARTICLE X INSURANCE

10.1 The Association shall have the authority to and may obtain fire and all risk coverage insurance covering the improvements to the Common Areas and, based on current replacement cost for the full insurable replacement value, of any improvements thereto. The Association will not maintain fire and all risk coverage on any Lot or its improvements.

10.02 The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner, the Association, its directors and officers, and the managing agent and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Areas. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions within the scope of their respective authorities.

10.03 The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered

by the Association shall maintain and furnish to the association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the association and management company.

10.04 The premiums for any insurance obtained under this Article shall be considered a part of the maintenance expenses.

10.05 In the event the Common Areas shall suffer damage or destruction from any cause. The proceeds of any policy insuring against such loss or damage and payable by reason thereof shall be applied to cause such damage or destruction to be reconstructed, repaired, or restored unless the Board decides that such proceeds not be so applied.

10.06 The Association and each Lot Owner hereby waives and releases any and all claims which it or he may have against any Lot Owner, including relatives of any Lot Owner, the Association, its directors and officers, and the Managing Agent and their respective employees and agents, for damage to the residences, the Common Areas and to any personal property located in the residence or the Common Areas caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Section 10.01 and 10.02 shall contain waivers of the insurer's rights to subrogation against any Lot Owner, relatives of a Lot Owner, the Association, its directors and officers and the managing agent and their respective employees and agents. This waiver shall not pertain to general liability claims.

10.07 In the case of a taking or condemnation by competent authority of any part of the Common Areas, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds shall, in the discretion of the Board, either (i) be applied to pay expenses authorized to be paid by the Board, (ii) be distributed to the Lot Owners and their respective mortgagees, as their interest may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Lot Owners as Common Areas under this

Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Areas hereunder shall not become effective unless and until a supplement to this Declaration which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and is recorded.

10.08 That portion of any right of way dedicated to the Village of Carpentersville and identified on the attached Exhibit C, which is a portion of the plat for the Springacres Hills development, shall for all purposes set forth in the Declaration be considered part of the Common Areas of the Association. The Association shall be responsible to insure and maintain said right-of-way area until such time as it is either utilized by the Village of Carpentersville as a street, or the right-of-way area is conveyed to the Association as additional Common Areas of the Association.

ARTICLE XI RESALE OF RESIDENCE

11.01 In the event of any resale of a Residence (Lot) by a Owner, the board shall make available for inspection and copying to the prospective purchaser, upon demand, the following:

1. A copy of the declaration, by-laws, other instruments, and any rules and regulations.

2. A statement of any liens, including a statement of the account of the Lot Owner setting forth the amount of any unpaid assessments and other charges due and owing.

3. A statement of any capital expenditures anticipated by the association within the current or succeeding 2 fiscal years.

4. A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for association projects.

5. A copy of the statement of financial condition of the association for the last fiscal year for which such a statement is available.

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

7. A statement setting forth what insurance coverage is provided for all lot owners by the association for common properties.

The President of the board or such other officer as is specifically designated shall furnish the above information within 30 days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the association to the lot owner (Seller) for providing the information.

ARTICLE XII GENERAL PROVISIONS

12.01 Each Owner of any lot within the premises accepts conveyance thereof subject to all conditions and restrictions herein set forth. In the event of the breach of any covenant herein contained, it shall be the right of any person owning an interest in the premises or any part thereof, which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, including a right for reimbursement of attorney fees from one found to have breached this Declaration.

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

12.03 No covenant, restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.04 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan of

exclusive executive residential properties.

12.05 The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of (10) years.

12.06 Amendment. This Declaration may be amended or terminated by an instrument executed and acknowledged by not less than fifty-one percent (51%) of the voting members. Any such amendment must be signed by the Board President, and shall be effective only upon recordation in the office of the Recorder of Deeds of Kane County.

12.07 If any of the options, privileges, covenants or rights created by this Declaration shall 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 provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Joseph Biden, the now incumbent President of the United States.

12.08 The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

12.09 Each grantee (Owner) by acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for deed, accepts the same subject to all easements, restrictions, conditions and covenants contained herein and all such covenants, conditions and restrictions hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

12.10 Management Company. A management company that provides common interest community association management services for more

than one association shall maintain separate, segregated accounts for each common interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the Springacres Hills Homeowner Association.

12.11 Use of Technology.

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the association governing document or any provision of the Act may be accomplished using acceptable technological means.

(b) The association, lot owners, and other persons entitled to occupy a residence may perform any obligation or exercise any right under the governing documents by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any governing documents or any provision of the Act.

(d) Voting on, consent to, and approval of any matter under any association matter may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, not action required or permitted by any community instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the board.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the association shall, at its expense, conduct business with the person without the use of acceptable technological means.

(g) This Section does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure, or (ii) in connection with foreclosure proceedings in enforcement of any lien

rights under the Act.

This Amended Declaration and Bylaws shall become effective upon recording with the Kane County Recorder of Deeds. To the extent that the provisions of the original Declaration are contrary or in conflict with this Amendment, said provisions are amended and superseded by this Amendment.

I, _____, am the President of the Board of Directors for the SPRINGACRES HILLS HOMEOWNERS' ASSOCIATION, an Illinois Not-For-Profit Corporation, established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing Re-Stated and Amended Declaration and ByLaws.

President

Board of Directors Signature Page

**We the undersigned members of the Board do hereby approve the Re-
Stated and Amended Declaration and By-Laws.**

Director

Director

Director

Director

Director

SPRINGACRES HILLS HOMEOWNERS ASSOCIATION

LEGAL DESCRIPTION

Phase 1: LOTS 1 THROUGH 30 OF SPRINGACRES HILLS, UNIT 1 BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, AND PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.

Phase II: (1st Addition). LOTS 31 THROUGH 57 INCLUSIVE, IN SPRINGACRES HILLS UNIT 2, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.

Phase III: (2nd Addition). LOTS 58 THROUGH 78 IN SPRINGACRES HILLS UNIT 3, A SUBDIVISION LOCATED IN PARTS OF SECTIONS 16 AND 17, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.

Phase IV: (3rd Addition).

Parcel One

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING . . .

Parcel Two

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING . . .

Phase V: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING . . .

Phase VI: THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBES AS FOLLOWS: COMMENCING . . .

Phase VII: LOTS

193,194,195,196,197,198,199,200,201,202,203,204,205,206,207,208, 209,210,211,212,213,214,215,216,217,218,219,220,221,222,223,224, 225,226,227,228,229,AND 230 IN SPRINGACRES HILLS UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2001 AS DOCUMENT 2001K085320 IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.