

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND
GRANTS OF THE SPLITRAIL FARM POA**

**ARTICLE I
DECLARATION – PURPOSES**

This Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Splitrail Farm (Amended and Restated Declaration) has been approved this ____ day of _____, 20____, by no less than two-thirds (2/3) of the Owners of Lots pursuant to Article IX Section 1 of the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Splitrail Farm as set forth in the certification of Secretary attached is Exhibit "B".

WHEREAS, the property described in Exhibit A of this Declaration was submitted to a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Splitrail Farm, recorded with the Recorder of Deeds of Kane County, Illinois as Document No. _____ ("Original Declaration"); and

WHEREAS, it is the purpose of this Amended and Restated Declaration to set out the provisions governing the use, occupancy, administration and maintenance of the property for the mutual use, benefit and enjoyment thereof by the Owners, and more specifically for the purpose of enhancing and protecting the value of aforesaid Property.

NOW, THEREFORE, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

**ARTICLE II
DEFINITIONS**

Section 1. The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to "The Splitrail Farm Property Owners Association", its successors and assigns.

(b) "Existing Properties " shall mean and refer to the Existing Properties , defined in Section 1 of Article III, and additions to Existing Properties , defined in Section 2 of Article III hereof.

(c) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which

the Declarant grants, assigns or conveys to the Association any title, interest in or rights of use, or with respect to which the Declarant permits use by the Association and its Members, and any replacement of or for any of the foregoing.

(d) "Lot" shall mean any Lot of land described by a number upon any recorded subdivision map of the properties, but shall not include any Lot designated therein as a "tract".

(e) "Living Unit" shall mean and refer to any portion of a Structure situated upon the properties designed for occupancy by a single family.

(f) "Owner" shall mean the record Owner (whether one or more persons or entities) of a fee or undivided fee interest or having an interest in real estate as a Contract Purchaser of any Lot or Living Unit situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for performance of an obligation. The terms Owner, Lot Owner and Unit Owner may be used interchangeably

(g) "Member" shall mean all Owners who are Members as hereinafter provided.

(h) "Dwelling Lot" shall mean any Lot intended for improvement with a Dwelling.

(i) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(j) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(k) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(l) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and ceiling next above.

(m) "Living Area" shall mean those portions of a Dwelling which are enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

(n) "Developer" shall mean the Declarant and any assignee of Declarant including the Karlas Corporation, a Delaware corporation.

(o) "Structure" shall mean any building or other improvement erected, constructed, placed or maintained upon the property which is more or less permanently located on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising devise, attached to a Structure on or in the ground, shall be construed to be a separate Structure.

(p) "Contract Purchaser" shall mean any person(s) or entity that purchases a Lot by way of an Installment Sales Contract.

(q) "Installment Sales Contract" shall mean an agreement made by the record Owner of any Lot to sell such Lot to one or more purchasers by means of which a series of installment payments are made by such purchaser, followed by delivery of a deed to such Lot, to such purchaser, only after all such installment payments have been made.

(r) "Prescribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

(s) "Community Instruments" means all documents and authorized amendments thereto recorded by the developer or common interest community Association including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

ARTICLE III EXISTING PROPERTIES - ADDITIONS THERETO

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Kane County, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE IV ARCHITECTURAL REVIEW PROCESS

Section 1. Matters Requiring Approval of Board of Directors

(a) The following matters require the prior written approval from the Board of Directors pursuant to the procedures set forth in Article IV, Section 2: (1) all plans and specifications for any buildings, fences, walls, driveways, and any other Structures of any kind which are to be erected, constructed, placed, or maintained upon the Properties; (2) all plans and specifications for any landscaping, including without

limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed, or maintained upon the Properties; (3) all plans and specifications for any exterior addition to, or change or alteration in, any Dwelling, Dwelling Accessory Building, any other building, fences, walls, driveways, and any other Structures, or any additions to, or changes or alterations in, any landscaping; and (4) all site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Board of Directors having first been obtained. The erection and construction of a Dwelling shall not be commenced without the prior written approval of the Board of Directors having first been obtained for the site plans, in addition to the plans and specifications for the Dwelling.

(b) The plans and specifications submitted to the Board of Directors must be adequate to allow the Board of Directors to make a determination of the compliance with the matters set forth in this Article both for site plans and for plans and specifications for the Dwelling. Once approved by the Board of Directors, they shall then be submitted in exact duplicate to the Kane County Building Department for approval of building permit.

Section 2. Procedure for Approval of Plans and Specifications.

(a) Except as otherwise provided herein, whenever approval is required of the Board of Directors of matters set forth in Article IV, Section 1, two complete sets of the plans and specifications shall be submitted to the Board of Directors along with a \$50.00 processing fee. Upon receipt of such plans and specifications, the Board of Directors shall either approve or disapprove said plans and specifications within a reasonable time after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the Owner of the Lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Board of Directors, which shall be obtained pursuant to the submittal process set forth herein. The Board of Directors shall not be responsible for any structural defects in such plans or specifications, or in any building or Structure erected according to such plans or specifications.

(b) If the plans and specifications are disapproved by the Board of Directors in any respect, then the Board of Directors shall notify the Owner submitting the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Board of Directors may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The Owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Board of Directors shall then have a

reasonable time to either approve or disapprove the revised plans and specifications. The Owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Board of Directors or are permanently withdrawn by Owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, until such time as the plans and specifications have been approved in all respects by the Board of Directors.

(c) The landscape plans shall be submitted for approval within ninety (90) days after the building permit is issued unless such time is extended in writing by the Board of Directors.

Section 3. Assignability. The functions of the Board of Directors under this Article shall be assignable to a committee at the sole discretion of the Board of Directors.

Section 4. In reviewing the plans pursuant to this Article IV, the Board of Directors shall pay particular attention to the following matters.

- (1) The silhouette and outside elevation of the home to be constructed.
- (2) The type of material and color of the exterior of the home.
- (3) The trim and window treatment.
- (4) The type material and color of any masonry including the chimneys.
- (5) The design and material used in any porches, garages, patios, and retaining walls.
- (6) The location of the home on the Lot and the landscaping of same.

ARTICLE V GENERAL RESTRICTIONS

Section 1. Land Use - Single Family Residential. The Existing Properties (and any additions thereto pursuant to Section 2 of Article III hereof) shall be used only as Dwelling Lots for Single Family residences and shall be subject to all those Restrictions and Covenants set forth in this Declaration. No building shall be erected on any Lot except one Dwelling designed for occupancy by a Single Family.

Section 2. Subdivision of Lots. No Lot shall be subdivided or resubdivided to make smaller Dwelling Lots, provided however, this restriction shall not prevent a purchaser of two or more contiguous Lots from building one Dwelling on more than one adjoining platted Lots or two Dwellings on three or more adjoining platted Lots as shown on the subdivision plat.

Section 3. Structural Restrictions. That with respect to Lots in Unit No. 5 of Splitrail Farm Subdivision, no structure shall be erected, maintained or permitted which exceeds three stories in height, or which contains a private garage for less than two or more than four motor vehicles, A Dwelling erected in Unit 5, Splitrail Farm, Campton

Township, Kane County, Illinois on a Lot or Lots as herein provided shall have a ground floor square footage area, exclusive of open porches and/or garages, of not less than three thousand square feet (3,000) for a one-story Structure, and three thousand seven hundred (3,700) square feet for a two-story Structure with sixteen hundred (1,600) square feet minimum on the first floor. Interior space below ground elevation of the exterior walls of any proposed Dwelling shall not be a factor in computing the square footage requirements. There shall be no bi-level, tri-level or raised ranch houses constructed on any Lots.

That with respect to the remaining Lots in the subdivision, No Structure shall be erected, maintained or permitted which exceeds three stories in height, or which contains a private garage for less than two or more than four motor vehicles. A Dwelling erected on a Lot or Lots as herein provided shall have a ground floor square footage area, exclusive of open porches and/or garages, of not less than two thousand five hundred (2,500) square feet for a one-story Structure and three thousand one hundred (3100) square feet for a two-story Structure with sixteen hundred (1,600) square feet minimum on the first floor. Interior space below ground elevation of the exterior walls of any proposed Dwelling shall not be a factor in computing the square footage requirements. There shall be no bi-level, tri-level or raised ranch houses constructed on any Lots.

Section 4. Quality of Structures. All Structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

Section 5. Location of Structures on Lot. The Board of Directors reserves the right to establish setback lines on a Lot by Lot basis.

Section 6. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 7. Radio and Television Receivers. Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes (except satellite dishes of one meter or less in diameter shall be permitted) are not permitted, except within the interior portion of a Dwelling.

Section 8. Gardens. Except as otherwise approved by Declarant, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods, are permitted, with the exception that one garden of a dimension not larger than eight hundred (800) square feet shall be permitted on each Lot.

Section 9. Letter and Delivery Boxes. Any letter or delivery box not permanently attached to a Dwelling shall be considered a Structure and shall be subject to the provisions of Article IV.

Section 10. Swimming Pools. Swimming pools above ground level are expressly prohibited.

Section 11. Temporary Structures. Any mobile or stationary trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary Structures used during construction of a Structure shall be on the same Lot as the Structure and shall be removed upon completion of construction.

Section 12. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement thereon except "For Sale" signs which shall be promptly removed upon execution of contract of sale of the subject premises, or as otherwise expressly permitted by the Board of Directors.

Section 13. Fences. No fences are allowed on any Dwelling Lots except for those constructed and completed prior to May 1, 1986, except for a fence enclosing in-ground swimming pools as required by local government regulations which shall not exceed six feet in height and which shall be completely shielded by landscape material which provides year round screening. No other fence of any type shall be erected or maintained on any Dwelling Lot. This Section shall not apply to fences placed upon the Common Properties by the Developer or Board of Directors.

Section 14. Lot Appearance. No Owner shall accumulate or allow to accumulate on his Lot, junked vehicles, litter refuse or other unsightly materials. Natural growth shall be kept trim and neat. Garbage shall be placed in receptacles provided therefor and, if outside, they shall be properly screened. Fuel tanks shall be underground. Tarpaulins and similar covering materials are prohibited. There shall be no burning of refuse or building materials by Owner or their contractors.

Section 15. Other Prohibited Matters. No animals, other than inoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Association. Parking of commercial vehicles on any Lot or parking area adjacent is prohibited. Habitual parking on roadways is prohibited.

Section 16. Display of American Flag or Military Flag.

(a) Notwithstanding any provision in the declaration, bylaws, community of this common interest community Association or the board's construction of any of those instruments, the 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. The 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, balloons, or any other similar building, landscaping, or decorative component.

Section 17. Easements Reserved with Respect to Lots. The Board of Directors as successor to the Developer reserves for itself, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements as follows:

(a) Utility easements shown on any recorded plat of the properties, except that if any plat fails to establish easements for such purposes, a 10-foot wide easement contiguous with the perimeter of all Lots is reserved for installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The Owner shall not place any Structure on any such easement and shall be responsible for maintaining the easement; however, any damages caused by the user of the easement shall be repaired and restored by such user.

(c) Prior to commencement of construction upon any Lot, the Board of Directors, its successors, assigns and licensees, shall have the right to enter upon any Lot for the purpose of offensive underbrush removal and/or pest control. No such entry shall be deemed a Trespass.

(d) No Owner shall have any claim or cause of action, except as herein provided, against the Board of Directors, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

Section 18. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period with the Board of Director's approval may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No Structure shall be deemed completed until installation of approved landscaping and a paved driveway. The Association shall have the right to complete any construction not completed within such time and to (a) recover the costs of same from the Owner; and (b) place a lien on the Lot in the amount of such costs.

Section 19. The provisions of this Act, the declaration, bylaws, other community instruments, and rules and regulations that relate to the use of an individual unit or the common areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of this Act. With regard to any lease entered into subsequent to the effective date of this Act, the unit Owner leasing the unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

Section 20. Any Lot Owner which desires to lease a Lot in the Association must first perform a criminal background check on the proposed tenant and share the results with the Board of Directors. The Lot Owner will be prohibited from entering into a lease with any individual and/or will be prohibited from entering into a lease whereby any individual residing therein 1) that is a registered sex offender under the laws of any State; 2) has ever been convicted of a drug related felony under the laws of any State; 3) has ever been convicted of any felony or any misdemeanor involving injury to persons or damage to property.

ARTICLE VI SPLITRAIL FARM PROPERTY OWNERS ASSOCIATION

Section 1. Creation and Purposes. The Splitrail Farm Property Owners Association, hereafter referred to as the "Association" shall be Incorporated as an Illinois not-for-profit corporation.

Section 2. Membership and Voting. Every record Owner of a fee simple interest in Splitrail Farm shall become and be a Member of the Association, and each such Member shall be entitled to one vote, except as set forth in the following sentence, on each matter submitted to a vote of Members for each Lot owned by him or it, or its successor or assigns, and each Lot beneficially owned by it. Where title to a Lot is in the name of more than one person, such co-Owners must designate one spokesman or spokeswoman, and shall be entitled to but one vote.

Section 3. Powers of the Association. The Association shall have the following powers:

(a) to the extent such services are not provided by any governmental body:

(1) to care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the parkways which are in the streets and set aside for the general use of all residents and Owners of property in Splitrail Farm Property Owners Association.

(2) to provide for the plowing and removal of snow as needed.

(3) to spray and to take other measures for mosquito and fly abatement.

(4) to employ duly qualified peace officers for the purpose of providing such additional security protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.

(5) to maintain entranceways and any other common ground accepted by the Association in Splitrail Farm.

(b) to mow, care for, and maintain vacant or improved property, remove rubbish from same, and to do any other things necessary or desirable in the judgment of the officers of the Association to keep all private property and all parkways in front of any property in Splitrail Farm neat in appearance and in good order. Accompanying this authority will be the right to make and collect reasonable charges, from the Owners of such property -- and the right to lien such property or properties as a remedy.

(c) to own or lease such real estate as may be reasonably necessary in order to carry out the purpose of the Association, and to pay taxes on such real estate as may be owned by it.

(d) to make such improvements to the entrance ways to Splitrail Farm and parkways within streets in Splitrail Farm and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the Members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Splitrail Farm a highly desirable and exclusive residential community.

(e) Rules & Regulations. The Association may promulgate such rules and regulations with respect to the Properties as it may determine.

Section 4. Method of Providing General Funds.

(a) The Association shall have the power to levy a reasonable annual assessment uniformly against each Lot.

(1) Each unit Owner shall receive, at least 30 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 or payment of real estate taxes.

(2) The board shall annually supply to all Owners 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 or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

(3) If an adopted budget or any 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 common interest community Association, upon written petition by Owners 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 Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(4) Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.

(5) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board without being subject to unit Owner approval or the provisions of subsection (3) or (6) of this Section. As used herein, "emergency" means an immediate danger to the structural integrity of the common areas or to the life, health, safety, or property of the Owners.

(6) 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 two-thirds of the total votes of all Owners.

(7) The board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (5) and (6) 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.

(b) In the event of failure of any Owner to pay an assessment on or before 30 days following due date and following proper notice to such Owner of such assessment, then said assessment shall become delinquent and shall bear interest at the rate of 10 percent per annum from the due date thereof to the date of payment of both principal and interest and may thereafter be enforced against the Owner personally. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever such assessments are delinquent, which said certificates shall become a lien on said real estate. The Association shall be entitled to collect from the Owner or Owners of the real property described therein an additional reasonable fee and reasonable attorney's fees which fees are hereby declared to be in addition to the lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. Additionally, the Association may utilize the procedure set forth in the Illinois Forcible Entry and Detainer Act.

(c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens.

(d) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

Section 5. Procedure for Amendments. This Article VI may be amended at any time by the written consent of the Members of the Association who own, legally or beneficially, two-thirds of the Lots in Splitrail Farm. The agreement or agreements to amend shall be duly executed and acknowledged by such Members and recorded in the Office of the Recorder of Deeds of Kane County, Geneva, Illinois.

ARTICLE VII SANITARY DISPOSAL

Section 1. Sewage disposal for Lots will be by individual septic systems or other approved methods for individual Lots acceptable to and approved by the Kane County Health Department.

Section 2. Sanitary disposal or other approved methods must be designed by an Illinois registered professional engineer or an Illinois registered sanitarian.

Section 3. The design plans for any system shall be submitted to and a permit for installation obtained from the Kane County Health Department or other authority having jurisdiction.

Section 4. Proof acceptable to the Kane County Health Administrator that a separate percolation test has been taken on each Lot must be submitted with the above mentioned permit application.

Section 5. Final approval by the Developer pursuant to Article IV herein shall be subject to the issuance of the above required permit for sanitary disposal.

Section 6. All systems installed must have a test drain installed per instructions of the Kane County Health Department in such a manner as to test the effluent content from time to time, if required by Kane County resolution.

Section 7. Any such system as installed shall be subject to inspection and final approval by the Kane County Health Department before back filling. Said inspection shall be visual and on the Owner's Lot. Any system work covered up prior to inspection shall be uncovered and inspected prior to issuance of an occupancy permit.

Section 8. Lot Owners shall hire only competent contractors to install said systems and said contractors shall construct same in accordance with the rules and regulations of the Kane County Department of Health or the State of Illinois Department of Health. In the event that the Kane County Board of Supervisors develops a method of licensing contractors for the construction of sewage systems, said contractor hired by the Lot Owner shall be so licensed.

Section 9. In the event a sewage and sanitary disposal system malfunctions the Owners thereof agree to forthwith have said malfunction repaired and alleviated. Said repair must be completed and the system satisfactorily inspected within 120 days or within 120 days from the last frost whichever is sooner and an updated written sanitarian's report filed with the Developer or the Association and the Kane County Board of Health indicating the malfunction has been cured. All said repairs and the cost of the additional inspection shall be at the Lot Owner's expense.

Section 10. Each Lot Owner shall grant a right of access to his Lot to the Association and its Agents and employees for the purpose of making said inspections and, in the event that the Lot Owner does not comply with Section 9 hereof, for the purposes of abating any malfunction indicated in the inspection report. Any such entry onto Lot Owners' land by the Association or its Agents for the purposes of inspecting or abating the malfunction shall not be done without 5 days notice to Lot Owners. Any such entry exercised by the Association will not unreasonably interfere with the use of the Lot by the Lot Owners. All work done for the purposes of abating the malfunction of a sewage system shall be billed to and paid for by the Lot Owner.

Any such entry by the Association or its Agent shall not subject such persons to liability in any manner for Trespass. At the Association's option, it may enjoin, abate, or remedy any malfunction of a sewage system by any other appropriate legal proceeding either at law or in equity. The failure of the Association to exercise its right under this Article shall in no way constitute a waiver of said rights or result in liability on the part of the Association or its Board of Directors for its failure to do so.

ARTICLE VIII THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS AND RESERVATIONS WITH RESPECT THERETO

Section 1. Members' Easement of Enjoyment. Subject to the provisions of this Article VIII, every Member shall have the nonexclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Obligation of the Association with Respect to Common Properties. The Association, for itself, its successors and assigns, hereby covenants with the Developer as follows:

(a) The Association will accept conveyance of the Common Properties which the Developer is obligated to or may convey to the Association.

(b) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed thereon, shall keep the same in good and sightly appearance carry insurance with respect thereto as determined by its board of directors, which shall include the obligation to obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. 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 available 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 a management company.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby for the benefit of Association Members and other users of right shall be subject to the following:

(a) the right of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties, and in addition thereto, to mortgage such properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the-Association and all Members' rights fully restored.

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.

(c) the right of the Association, as provided in its Articles and by-laws, to make reasonable rules and regulations with respect to the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against such Member remains unpaid, and for any period not to exceed thirty days, for any infraction of its published rules and regulations.

(d) the right of the Association to dedicate or transfer all or any part of the roads and Common Properties to any public agency, authority or utility, subject to the conditions and limitation as provided in its Articles of Incorporation.

Section 4. Rights and Easements Reserved by Developer. The Board of Directors for itself, its successors and assigns, reserves the following rights and easements in and with respect to Common Properties transferred to the Association:

(a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate and maintain utility lines and conduits and underground or overhead poles and equipment, and Structures and devices relating to utility services for the purpose of serving the Properties with telephone, electricity, water, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

(b) An easement is reserved for surface drainage over any open areas.

(c) The Board of Directors reserves for itself, its successors and assigns, the right from time to time to construct additional recreational facilities and Structures upon any of the open areas which are Common Properties, and at sites

selected by the Board of Directors, which additional facilities upon completion will be a part of the Common Properties.

(d) Agents, representatives and licensees of the Board of Directors shall have the right at all times to enter upon the open areas for the purpose of exercising any such reserved rights, and no such entry shall constitute Trespass, provided that no such entry shall interfere unreasonably with the use and enjoyment of the Common Properties by the Members, except as restricted herein.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded with the Kane County Recorder after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots within the Existing Properties has been recorded agreeing to change said Covenants and Restrictions in whole or in part; provided, the amendment to the declaration or bylaws shall be deemed effective upon recordation unless the amendment sets forth a different effective date. The amendment to the Community Instruments authorized to be recorded shall be executed and recorded by the President of the Board.

Section 2. Correcting errors in Association Instruments by Amendment

(a) If there is an omission or error in the declaration or other instrument of the Association, the Association may correct the error or omission by an amendment to the declaration or other instrument, as may be required to conform it to this Act, to any other applicable statute, or to the declaration. The amendment shall be adopted by vote of two-thirds of the Members of the board of directors or by a majority vote of the Owners at a meeting called for that purpose, unless the Act or the declaration of the Association specifically provides for greater percentages or different procedures.

(b) If a scrivener's error in the declaration or other instrument is corrected by vote of two-thirds of the Members of the board pursuant to the authority established in subsection (a) or subsection (b), the board, upon written petition by Owners with 20% of the votes of the Association received within 30 days of the board action, shall call a meeting of the Owners within 30 days of the filing of the petition to consider the board action. Unless a majority of the votes of the Owners of the Association are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages or against the land to enforce any lien created by these Covenants. Should the Association employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Association shall have a lien upon any Lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the Association, or the Owners of any land subject to this Declaration, in exercising any right, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Association.

Section 3. Notices. Any notice sent or required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Lot Owner on the records of the Developer or the Association at the time of mailing.

Section 4. Modification. By recorded Supplemental Declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of ten years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding Supplemental Declaration.

Section 5. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 6. Occupants. All of the obligations, liabilities, and covenants imposed upon Owners hereunder shall also be applicable to and imposed upon all persons occupying any Lot who are not Owners.

Section 7. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared all as though same were recited at length in such deed or installment sale contract.

PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I _____, am the President of the Board of Directors of The Splitrail Farms Property Owners Association Inc., an Illinois not-for-profit corporation and Common Interest Community Association established by the aforesaid Declaration and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 1-20(b) of the Illinois Common Interest Community Association Act.

EXECUTED this day of , 2015

BY: _____
 President

**BY-LAWS
OF
SPLITRAIL FARM PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE ONE: Name of Corporation

The name of this corporation is SPLITRAIL FARM PROPERTY OWNERS ASSOCIATION, INC.

Section One: This Association has been organized to accept and hold title to the Common Properties; to maintain and administer the Common Properties as provided by the Declaration; to administer and enforce the covenants and restrictions as set forth in the Declaration; and to collect and disburse the assessments and charges as provided in the Declaration.

Section Two: Subject to the provisions of the Declaration, and to the extent provided bylaw, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same or similar purposes.

Section Three: 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 Act, the Declaration, and these By-Laws.

Section Four: This Association shall be a corporation which administers a common-interest community as defined in Sub-Section (c) of Section 9-102 of the Illinois Code of Civil Procedure;

Section Five: All present and future Owners, tenants, future tenants, and their Agents and employees, and any other person that may have access to or use the Common Properties in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition of a Lot or rental of a Dwelling or the mere act of occupancy of a Dwelling will signify acceptance and ratification of, and intention of compliance with, the Declaration and these By-Laws.

ARTICLE TWO: Membership and Voting

Section One: Every record Owner of a fee simple interest in Splitrail Farm shall become and be a Member of the Association. Each such Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned, except that where title to a Lot is in the name of more than one person, such co-Owners must designate one spokesperson who shall hereinafter be referred to as "Voting Member" and shall be entitled to but one vote.

Section Two: A Certificate of Membership in the Association may be issued to Members in such form as the Board may determine. Failure to issue such a certificate shall not affect the rights of a Member.

Section Three: The Voting Member may vote in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the Secretary before the meeting. Unless otherwise provided in the proxy, the proxy shall be invalid after eleven (11) months from the date of its execution. Every proxy must bear the date of execution.

ARTICLE THREE: Board of Directors

Section One: The affairs of the Association shall be managed by a Board of Directors who shall be Members of the Association.\

Section Two: The Board shall be seven (7) in number and shall serve a term of two years. The Board by resolution at any time may increase the number of Directors to nine (9).

ARTICLE FOUR: Election of Directors

Section One: Election to the Boards shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and as stated in Article Three above. The names receiving the largest number of votes shall be declared elected.

Section Two: Nominations for elections to the Board shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section Three: The Nominating Committee shall consist of a chairperson who shall be a Member of the Board (but not an Officer) and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. Such appointment shall be announced at each such annual meeting.

Section Four: The Nominating Committee shall make as many nominations for elections to the Board as it in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section Five below, and shall be made in advance of the time fixed in Section Five for the mailing of such ballots to Members.

Section Five: All elections to the Board shall be made on written ballots which shall:

- (a) Describe the vacancies to be filled;
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) Contain a space for a write-in vote by the Members for such vacancy.

Such ballots shall be prepared and mailed by the Secretary to the Members at least thirty (30) and not more than forty-five (45) days in advance of the date set forth therein for return of ballots which shall be no later than a day before the annual or special meeting called for elections.

Section Six: Each Member shall receive as many ballots as he has votes. Notwithstanding that Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. Where there is more than one Owner of a unit, if only one of the multiple Owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that unit. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section Seven below, the inclusion of more than one ballot in anyone "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes if the Member or his proxy is exercising more than one vote, shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board may determine will serve to establish his right to cast the vote(s) presented in the ballot(s) contained therein. The ballots shall be returned to the Secretary at the address stated in the ballot transmittal. Notwithstanding the procedure set forth above, an Owner may vote:

- (a) By proxy executed in writing by the Owner or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Proxies will not be valid for more than 11 months after the date of its execution; or
- (b) By submitting an Association-issued ballot in person at the election meeting; or

(c) By submitting an Association-issued ballot to the Association or its designated Agent by mail or other means of delivery specified in the declaration or bylaws.

Section Seven: Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of three (3) Members appointed by the Board. The Election Committee shall then adopt a procedure which shall:

(a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the outside envelope containing them;

(b) That the signature of the Member or his proxy on the outside envelope is genuine; and

(c) If the vote is by proxy, that a proxy has been filed with the Secretary as provided herein and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe place or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes on the day, of the annual or special meeting. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted.

Section Eight: The Association may, upon adoption of the appropriate rules by the board, conduct elections by secret ballot whereby the voting ballot is marked only with the voting interest for the unit and the vote itself, provided that the Association shall further adopt rules to verify the status of the unit Owner issuing a proxy or casting a ballot. A candidate for election to the board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

Section Nine: 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 Owners may bring an action to compel compliance with the election requirements specified in the bylaws. If the 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 of directors,

the Owners 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, then this section does not apply.

Section Ten: The purchaser of a unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of Members of the board at any meeting of the Owners called for purposes of electing Members of the board, shall have the right to vote for the election of Members of the common interest community Association and to be elected to and serve on the board unless the seller expressly retains in writing any or all of such rights.

ARTICLE FIVE: 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 Declaration, these By-Laws and the General Not-For-Profit Corporation Act, including, without limitation, the following power and duties:

- (a) To procure insurance as provided in the Declaration;
- (b) To engage the services of a manager or Managing Agent to assist the Association in performing and providing such services as the Association is required to provide its Members under the Declaration;
- (c) To estimate and provide each Member with an annual budget showing estimated Common Expenses, reserves and receipts, as provided for in the Declaration;
- (d) 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 for the effective administration of the Association;
- (e) To set, give notice of, and collect assessments from the Members as provided in the Declaration;
- (f) To pay all maintenance, repairs and replacements in or to the common property and the cost and expense thereof shall be charged uniformly to the Lots as a common expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Member, in which case such cost shall be borne by such Member;
- (g) To delegate the exercise of its power to committees pursuant to Article Nine of these By-Laws;

(h) To provide any Member so requesting a written statement of all unpaid charges due from the Lot in which he holds an interest;

(i) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those, if any, reserved to the Members in the Declaration or in the Articles of Incorporation;

(j) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or, at any special meeting, when requested by the Members;

(k) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified;

(l) To elect and remove the Officers of the Association as provided hereinafter;

(m) To administer the affairs of the Association and the Common Property;

(n) To formulate policies for the administration, management and operation of the Common Property;

(o) To adopt rules and regulations governing the administration, management, operation and use of the Common Property, and to amend such rules and regulations from time to time, after a meeting of the Members called for the specific purpose of discussing the proposed rules and regulations or amendments, notice of which contains the full text of the proposed rules and regulations or amendments;

(p) To pay the real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association;

(q) To seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses, but only upon authorization by the

affirmative vote of a majority of the Board at a meeting duly called for such purposes;

(r) To impose charges for late payments of a Member's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

(s) To record the dedication of a portion of the Common Property to a public body for use as, or in connection with a street or utility, where authorized by the Members;

(t) To establish from time to time user charges to defray the expense of services, facilities or benefits this may not be used equally or proportionately by all Members;

(u) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or By-Laws which, in its opinion, shall be necessary or proper for the maintenance and operation of Splitrail Farm as a first class planned unit development or for the enforcement of the Board's rules and regulations.

(v) The board shall meet at least 4 times annually.

(w) A Member of the board of the common interest community Association may not enter into a contract with a current board Member, or with a corporation 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 Owners within 20 days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by 20% of the Owners, 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, and children.

(x) Other than attorney's fees, no fees pertaining to the collection of a unit owner's financial obligation to the Association, including fees charged by a manager or Managing Agent, shall be added to and deemed a part of a unit owner's respective share of the common expenses unless:

1. The Managing Agent fees relate to the costs to collect common expenses for the Association;

2. The fees are set forth in a contract between the Managing Agent and the Association; and

3. The authority to add the management fees to a unit owner's respective share of the common expenses is specifically stated in the declaration or bylaws of the Association.

(y) In the event of any resale of a unit in a common interest community Association by a unit Owner other than the developer, the board shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the declaration, other instruments, and any rules and regulations.

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

(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 for replacement fund and any portion of such fund earmarked for any specified project by the board.

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

(8) A statement that any improvements or alterations made to the unit, or any part of the common areas assigned thereto, by the prior unit Owner are in good faith believed to be in compliance with the declaration of the Association. The principal officer 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 or the board to the unit seller for providing the information.

(z) The board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any unit Owner in a common interest community subject to the authority of the board, their mortgagees, and their duly authorized Agents or attorneys:

(1) 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. Prior to the organization of the board, the developer shall maintain and make available the records set forth in this paragraph (i) for examination and copying.

(2) 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.

(3) The minutes of all meetings of the board this shall be maintained for not less than 7 years. 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 Owners, which shall be maintained for not less than one year.

(4) 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.

(5) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in

writing, a person to cast votes on behalf of the unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(aa) 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.

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

(cc) If the board fails to provide records properly requested under this subsection within the time period provided herein the unit Owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the unit Owner prevails and the court finds that such failure is due to the acts or omissions of the board of managers or the board of directors.

(dd) 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 unit, on behalf of the Owners as their interests may appear.

ARTICLE SIX: Officers and their Duties

Section One: The Officers of the Association shall be a President, Vice-President/Secretary and Treasurer.

Section Two: The election of Officers shall be by a majority of the Board of Directors and shall take place at the first meeting of the Board following each annual meeting of the Members.

Section Three: The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section Four: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term for the officer he replaces.

Section Five: The PRESIDENT shall (a) preside at all Board of Directors and general Membership meetings of this Association; (b) be an ex-officio Member of all committees except the Nominating Committee ; (c) set an agenda available to the Vice-President/Secretary for distribution no less than forty-eight (48) hours prior to a meeting; (d) shall be the signatory to all checks or drafts of this Association; (e) shall in conjunction with the Treasurer, execute all contracts, agreements, deeds, leases, and other instruments including without limitation, all amendments to the Declaration and these By-Laws, as provided for in said

documents; and (f) perform such other duties as may be assigned by the Members of the Association or the Board.

Section Six: The VICE-PRESIDENT/SECRETARY shall (a) preside in the absence of the President; (b) shall act as an aide to the President; (c) keep the minutes of business conducted at all meetings of the Board of Directors and general Membership; (d) conduct the correspondence of the Association; (e) distribute the agenda for the Board of Director's meetings no less than seventy-two (72) hours prior to the meeting to the general Membership; and (f) perform such other duties as may be delegated. The Vice-President/Secretary shall accept the office of the President upon his retirement.

Section Seven: The TREASURER shall (a) receive and deposit in appropriate bank accounts all monies of the Association; (b) keep proper books of account; (c) cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; (d) prepare an annual budget in conjunction with the Budget and Finance Committee and a statement of income and expenditures to be presented to the general Membership at its regular annual meeting and deliver a copy of each to the Members at least seventy-two (72) hours prior to said meeting; and, in conjunction with the President, execute all contracts, agreements, deeds, leases, and other instruments including without limitation, all amendments to the Declaration and these By-Laws, as provided for in said documents.

ARTICLE SEVEN: Committees

Section One: The Standing Committees of the Association shall be the Nominating Committee the Landscape and Maintenance Committee, the Budget and Finance Committee, the Architectural Review Committee, the Government Liaison Committee and the Community Activities Committee.

Section Two: The Nominating Committee shall have the duties and functions described in Article Five hereof.

Section Three: The Landscape and Maintenance Committee shall survey, inventory and diary the various plantings, natural growth and Structures in the common area annually; and further, to make recommendations to the Board to preserve, enhance and maintain the common areas in conformity with the philosophy of Splitrail Farm as expressed in the plats and drawings submitted to Kane County and the Declarations hereof.

Section Four: The Budget and Finance Committee shall supervise the annual review of the Association's books, prepare in conjunction with the Treasurer and present to the Board the Association's budget, and make recommendations to the Board for the proper investment of any funds held by the Association. The Treasurer shall be an ex-officio Member of said committee.

Section Five: The Architectural Review Committee shall have the duties and functions as those of said committee as established and expressed in the Declaration of Splitrail Farm.

Section Six: The Government Liaison Committee shall send a Member to attend any meetings or hearings presented by any governmental body or agency; and review any legislation, resolution or other action that may impact Splitrail Farm, whether directly or indirectly, and make recommendations to the Board or the Members at large regarding same.

Section Seven: The Community Activities Committee shall plan the Annual Splitrail Picnic and any other activity adopted by resolution of the Board and make recommendations to the Board for activities to maintain and enhance the sense of community and high quality of life of the Members and residents within Splitrail Farm.

Section Eight: In addition to the above Standing Committees, the Board, by resolution adopted by a majority of the Directors in office may designate additional committees which, to the extent consistent with law and as provided in such resolution, shall have and exercise the authority of the Board in the management of the Association. The designation of such committees or those stated above and delegation thereto of authority shall not operate to relieve the Board, or any individual Director of any responsibility imposed upon the Board or the individual by law.

Section Nine: 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 there is a quorum. Except as otherwise provided in such resolution, Members of each such committee shall be Owners or Voting Members and the President of the Association shall appoint the Members thereto. Any Member thereof may be removed by the person or persons authorized to appoint such Member, whenever in their judgment the best interests of the Association shall be served by such removal.

Section Ten: In addition to the duties described above, it shall be the duty of each Committee as established (or hereinafter created by resolution of the Board) to receive complaints from Members of any matter involving Association functions, duties, activities and enforcement of the Declaration, these By-Laws, and any other rule or regulation within its field of responsibility. It shall dispose of such complaint as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with resolution or enforcement of the matter presented. However, notwithstanding the above, it shall be the sole function and responsibility of the Board to authorize the institution of any legal action to resolve the matter presented.

Section Eleven: 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.

Section Twelve: One Member of each committee shall be appointed chairperson.

Section Thirteen: 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

Section Fourteen: 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.

Section Fifteen: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or rules adopted by the Board.

Section Sixteen: Chairpersons of the Committees shall include in their committees' procedure files a statement of purpose, a copy of their proposed budgets, reports of receipts and expenditures, recommendations to their successors and evaluation of the undertakings of their tenure.

ARTICLE EIGHT: Meetings

Section One: Meeting of Members:

(a) Each regular annual meeting of the Members shall be held on the first Monday of November of each year, at the hour of 7:30 P.M. If the day of the annual meeting is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

(b) Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of twenty per cent (20%) of the Voting Members of the Association.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by mailing, facsimile transmission or E-mailed to those Owners consenting to receipt of notice by this method, or personally delivering a copy of such notice, not less than ten (10) nor more than thirty (30) days prior to such

meeting. Such notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of such meeting.

(d) The presence at the meeting of twenty percent (20%) of the Voting Members shall constitute a quorum for any action governed by these By-Laws, except as otherwise may be required by the Declaration. If a quorum is not present or represented at any meeting, the Voting Members shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section Two: Meetings of the Board of Directors:

(a) The Board shall hold an annual meeting within ten (10) days following the annual meeting, of the Members at such place as shall be fixed by the Directors at the annual meeting of the Members.

(b) Regular meetings of the Board of Directors shall be held at such time and place as shall be determined at its annual meeting but no less than quarterly, or from time to time, as determined by a majority of the Directors.

(c) Special, meetings of the Board may be called by the President, or by at least one-quarter (25%) of the Directors then serving.

(d) 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. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except as may be otherwise expressly provided herein or in the Declaration.

(e) Any action required by Law or these By-Laws to be or which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors with respect to the subject matter.

(f) The board shall give the Owners notice of all board meetings at least 48 hours prior to the meeting by using a prescribed delivery method, or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common interest community at least 48 hours prior to the meeting except where there is no common entranceway for 7 or more units, the board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. The board shall give Owners, notice of any board meeting through a prescribed delivery method, concerning the adoption of:

- (1) The proposed annual budget,
 - (2) Regular assessments,
 - (3) A separate or special assessment within 10 to 30 days prior to the meeting, unless otherwise provided elsewhere in the bylaws.
- (g) Meetings of the board shall be open to any unit owner, except for the portion of any meeting held:

(1) To discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the common interest community Association finds that such an action is probable or imminent,

(2) To consider information regarding appointment, employment, or dismissal of an employee,

(3) To discuss violations of rules and regulations of the Association or a unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner.

(h) The board must reserve a portion of the meeting of the board for comments by Owners; provided, however, the duration and meeting order for the unit Owner comment period is within the sole discretion of the board.

ARTICLE NINE: Removal or Resignation

Section One: Two-thirds of the Owners may remove a Board Member as a director any duly called special meeting of the Owners. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation.

Section Two: Any Officer may be removed from office, with or without cause, by an affirmative vote of the majority of the Directors at a meeting of the Board. Any Officer may resign at any time giving written notice to the Board.

ARTICLE TEN: Vacancies

Section One: 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 Owners or until Owners holding 20% of the votes of the Association request a meeting of the Owners to fill the vacancy for the balance of the term. A meeting of the Owners 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 Owners holding 20% of the votes of the Association requesting such a meeting.

Section Two: A vacancy in any office may be filled by appointment by a majority of the Directors at any regular meeting or at any special meeting called for such purpose. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces. Notwithstanding the above, should the office of President become vacant, then the current Vice-President/Secretary shall assume the position of President and the office of Vice-President/Secretary shall be filled by appointment of the Board.

ARTICLE ELEVEN: Corporate Seal

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

ARTICLE TWELVE: Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between this Association and any corporation, firm or Association in which one or more of the Directors of this Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists;

(a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the Minutes and the Board or committee authorizes, approves or ratifies that contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; and

(b) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract transaction.

(c) A Member of the board of the Association may not enter into a contract with a current board Member, or with a corporation 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 Owners within 20 days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by 20% of the Owners, 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, and children.

ARTICLE THIRTEEN: Amendments

These By-Laws may be amended or modified at any time, or from time to time, by the vote of two-thirds (2/3) of all Voting Members at a meeting of the Members duly held for such purpose; provided however, that, no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration.

ARTICLE FOURTEEN: Rules of Order

The rules contained in the latest edition of Roberts Rules of Order shall govern this Association in all cases to which they are applicable, and in which they are not inconsistent with these By-Laws.

ARTICLE FIFTEEN: Fiscal Management

Section One: The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board shall deem advisable.

Section Two: Within a reasonable period of time after the close of each fiscal year, the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

Section Three: Annual assessments and special assessments shall be made and collected as provided in Article VI of the Declaration, and the provisions of said Article VI are incorporated herein by reference.

Section Four: 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 (including amendments to the Declarations or these By-Laws which must be executed by the Association) 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 and Treasurer and attested to by the Secretary or an Assistant Secretary of the Association.

Section Five: All checks, drafts, vouchers or other orders for 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 and countersigned by the President or Vice-President of the Association.

Section Six: 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.

Section Seven: The Board may accept on behalf of the Association any contribution, gift, bequest or other devise for the general purpose, or for any special purpose, of the Association.

ARTICLE SIXTEEN: Miscellaneous Provisions

Section One: The Officers and Directors from time to time constituting the Board shall not be liable to the Owners for any mistake in judgment or for any acts or omissions made in good faith as such Officer or Director.

Section Two: In the performance of their duties, the Officers and Members of the Board are required to exercise the care required of a fiduciary to the Owners.

Section Three: No Officer or Director shall be compensated by the Association for services rendered to the Association except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, an Officer or 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.

Section Four: Nothing in these By-Laws shall be considered to grant to the Board, the Association, or to the Officers of the Association any powers or duties which, by law, have been delegated to the Owners.

Section Five: Certain words and terms which are defined in Article II of the Declarations shall have their same meaning in these By-Laws and those words and terms and their definitions are incorporated herein by reference.

Section Six: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section Seven: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

Section Eight: The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section Nine: No restriction, condition, obligation or provision contained in these By-Laws 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 thereof which may occur.

Section Ten: These By-Laws and the Rules and Regulations promulgated hereunder are intended to comply with the requirements of the State of Illinois General Not-For-Profit Act of 1986 and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations shall conflict with the provisions of said statute, the provisions of said statute shall control.

EXHIBIT "A"

That part of the Southwest quarter of Section 1 and that part of the West half of Section 12, Township 40 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Section 12; thence Southerly along the West line of said Section 12, a distance of 927.91 feet for the point of beginning; thence Easterly on a course making an angle of $90^{\circ} 00'$ with the last described course, 20.00 feet; thence Northerly parallel with the West line of said Section 12, a distance of 700.00 feet; thence Easterly on a course making an angle to the right of $90^{\circ} 26'$ with the prolongation of the last described course, 546.00 feet; thence Northerly on a course making an angle to the left of $75^{\circ} 04'$ with the prolongation of the last described course, 400.53 feet to the center line of Silver Glen Road; thence Southeasterly along said center line making an angle to the right of $97^{\circ} 02'$ with the prolongation of the last described course, 1321.16 feet to a point of curvature in said center line; thence continuing along said center line on a curve to the left having a radius of 2175.98 feet, a distance of 221.47 feet to the center line of Denker Road; thence Southerly along the center line of Denker Road making an angle to the right of $88^{\circ} 31'$ with the prolongation of a chord drawn between the last two described points, 1993.65 feet; thence Southerly along said center line making an angle to the left of $18^{\circ} 48'$ with the prolongation of the last described course, 2043.12 feet; thence Southeasterly along said center line making an angle to the left of $33^{\circ} 41'$ with the prolongation of the last described course, 736.50 feet; thence Westerly parallel with the South line of said Section 12, making an angle to the right of $123^{\circ} 00''$ with the prolongation of the last described course, 242.75; thence Southerly on a course making an angle to the left of $89^{\circ} 35'$ with the prolongation of the last described course, 264.99 feet to the South line of said Section 12; thence Westerly along said South line making an angle to the right of $89^{\circ} 35''$ with the prolongation of the last described course, 1692.61 feet to the Southwest corner of said Section 12; thence Northerly along the West line of said Section 12, making an angle to the right of $91^{\circ} 29'$ with the prolongation of the last described course, 4357.04 feet to the point of beginning, in the Township of Campton, Kane County, Illinois.

