THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer MELTZER, PURTILL & STELLE LLC 1515 East Woodfield Road, Suite 250 Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR PRAIRIE SPRINGS

[Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision and Grant of Easement to Village of Malta for Maintenance]

DECLARATION FOR PRAIRIE SPRINGS

[Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision and Grant of Easement to Village of Malta for Maintenance]

This Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision and Grant of Easement to Village of Malta] ("<u>Declaration</u>") is made by the Owners of Lots who have executed "<u>Consents</u>" to the Recording of this Declaration ("<u>Consenting Owners</u>"). The Village of Malta is executing this Declaration for the purpose of confirming its consent hereto and acknowledging its rights and obligations hereunder. CalAtlantic Group, LLC, a Delaware limited liability company, is executing this Declaration for the purpose of acknowledging its rights and obligations hereunder as the Builder.

RECITALS

The Declaration of Restrictive Covenants for Prairie Springs Subdivision was recorded in in DeKalb County, Illinois on April 25, 2005, as Document 2005007319 (the "Original Declaration").

The Original Declaration was amended and restated by that certain Declaration for Prairie Springs [Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision] which was recorded in DeKalb County, Illinois on November 20, 2024, as Document No. 2024008615, and re-recorded in DeKalb County, Illinois on December 27, 2024, as Document 2024009570 (the "First Amended and Restated Declaration"). Capitalized terms used herein, to the extent not otherwise defined herein, shall have the meanings assigned to them in the Declaration.

Section 10.02 of the First Amended and Restated Declaration provides that the First Amended and Restated Declaration may be amended, abolished, modified, enlarged or otherwise changed in whole or in part by an instrument consented to by Owners of at least sixty-seven percent (67%) of the Lots.

The Consenting Owners represent 97 () Lots, representing 70.2 percent (20.23) of the Owners. Thus, the Consenting Owners have the right and power to amend the Declaration and desire to do so.

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

ARTICLE I Property Subject to this Declaration

The real property legally described in **Exhibit A** attached hereto, which is located in the Village of Malta, DeKalb County, Illinois (the "<u>Premises</u>") is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration. All covenants, conditions, restrictions, easements, rights, benefits, and privileges which are granted by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any person having, at any time, any interest or estate in any part of the Premises.

ARTICLE II General Purpose of this Declaration

The Premises is subject to this Declaration to insure the tasteful and consistent development of the Prairie Springs Subdivision; to protect each Owner from improper use of surrounding Lots that may depreciate the value of their property; to insure adequate and reasonable development of the Premises; to fully inform purchasers of Lots within the Subdivision of the agricultural nature and characteristics of the area surrounding the Subdivision; and, in general, to provide for a Subdivision of high quality and character.

ARTICLE III Definitions

For the purpose of brevity and clarity, certain words and terms used herein shall be defined as follows:

- 3.01 **Builder**: CalAtlantic Group, LLC, a Delaware limited liability company, its successors and assigns.
 - 3.02 **Declaration**: This instrument, as may be amended from time to time.
 - 3.03 **Dwelling:** That portion of a Lot which is improved with a single family home.
 - 3.04 Entrance Maintenance Area: As depicted in Exhibit B attached hereto.
- 3.05 **Landscape Easement**: The five foot (5') landscape easement created pursuant to the Plat of Subdivision, which affects a portion of each of Lots 1-5 through 1-13, inclusive, and Lots 4-1 through 4-8, inclusive, in the Subdivision, and is depicted in **Exhibit C** attached hereto.
- 3.06 Lot: Each subdivided lot in the Premises which is designated as a "Lot" in Exhibit A attached hereto, together with any improvements thereon and thereto.
- 3.07 **Owner:** A record owner or owners of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an

obligation. Builder shall be deemed to be an Owner for all purposes under this Declaration with respect to each Lot owned by Builder.

- 3.08 **Premises**: The real estate which is legally described in Exhibit A hereto, with all improvements thereon and rights appurtenant thereto.
 - 3.09 **Record**: To record with the Register of Deeds of DeKalb County, Illinois.
- 3.10 **Subdivision or Plat of Subdivision**: The Prairie Springs Subdivision, created pursuant to Plat No. 1 of Prairie Springs Subdivision Recorded as Document 2005005530.
 - 3.11 Village: The Village of Malta, Illinois, or any successor thereto.

ARTICLE IV General Restrictions

- 4.01 **Surrounding Area**: Each Owner, by accepting a deed to a Lot, agrees, understands and acknowledges: (i) the Subdivision is located in an agricultural area; (ii) the farming owners and their tenants of the farm lands adjacent or nearby the Subdivision periodically use and spread animal manure, fertilizer and other agricultural products and substances on their farm lands; and (iii) said agricultural products and substances, and the farming activities engaged on property adjacent or nearby the Subdivision, emit odors which will be noticeable by the occupants of Lots within the Subdivision and their guests or invitees.
- 4.02 Fences: Only decorative wood, decorative metal, vinyl, or black or green vinyl coated cyclone fences shall be allowed within the Subdivision, subject to the following provisions: (i) fences on Lots contiguous to Subdivision parks or open spaces (i.e., Lots 4-12, 5-12, 6-1 through 6-15, inclusive, 7-1, 7-9 and 7-10, each an "Open Space Lot") can have any of the above described fence types but shall be limited to four (4) feet in height and may only be located along the rear and side lot lines of the Lot, up to the rear plane of the Dwelling on the Lot, (ii) black and green vinyl coated cyclone fences may be installed on Lots which are not Open Space Lots, but shall be limited to four (4) feet in height and may only be located along the rear and side lot lines of the Lot, up to the rear plane of the Dwelling on the Lot, and (iii) decorative wood, decorative metal and vinyl fences may be installed on Lots which are not Open Space Lots, but shall be limited to up to five (5) feet in height and may only be located along the rear and side lot lines of a Lot, up to the front plane of each side of the front of the Dwelling on the Lot. Notwithstanding the foregoing, to the extent a fence exists on a Lot as of the date of the Recording of this Declaration which is inconsistent with or violates the provisions of this Declaration (each an "Existing Fence"), such Existing Fence shall be grandfathered and permitted hereunder until such time as the Existing Fence is removed.
- 4.03 **Signs**: Subject to the provisions of Article VI below, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises, nor shall any signs or any other advertising be maintained or permitted on any part of a Lot, except that one "For Sale" or "For Rent" which is not larger than 36" x 48" may be maintained on a Lot.

4.04 **Ordinances of the Village**: The use and occupancy of Dwellings and Lots within the Subdivision, and all alterations, additions and improvements to Dwellings and Lots within the Subdivision, shall at all time be subject to applicable ordinances and regulations of the Village.

ARTICLE V Maintenance by Village

The Village shall have a non-exclusive, perpetual easement of access over the Landscape Easement and the Entrance Maintenance Area for the purpose of furnishing the following maintenance:

- (i) Maintenance (including mulching), repair and replacement of landscaping located within those portions of the Landscape Easement which are (a) south of the fencing located on the Landscape Easement along the south property lines of Lots 1-5 through 1-13, inclusive and Lots 4-1 through 4-8, inclusive, (b) east of the fencing located on the Landscape Easement along the east property line of Lot 1-13, and (c) west of the fencing located on the Landscape Easement located along the west property line of Lot 4-1.
- (ii) Maintenance, repair and replacement of fencing located on the Landscape Easement.
- (iii) Maintenance, repair and replacement of entrance features and related landscaping (including mulching) and other improvements located on the Entrance Maintenance Area, including, without limitation, any portion of the Entrance Maintenance Area located on a Lot.
- (iv) Maintenance (including mulching), repair and replacement of landscaping located in the entrance island located on Waters Edge Boulevard.

ARTICLE VI Rights of Builder

In addition to other rights of the Builder under this Declaration, Builder shall have the rights set forth in this Article. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern. The rights of the Builder under this Article shall terminate and be of no further force and effect from and after one (1) year after the date on which the Builder (or an entity controlled by or under common control with, or an entity which will act as a land bank for Builder) is no longer vested with or controls title to any portion of the Premises.

(i) The right to construct single family homes and related improvements that Builder, in its sole judgment, intends to build on the Lots.

- (ii) The right of ingress, egress and parking on the Lots owned by Builder, and the right to store dirt, construction equipment and materials on the Lots owned by Builder.
- (iii) The right to construct and maintain temporary buildings or structures, model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, and other promotional materials and facilities on Lots owned by Builder within the Subdivision, at such locations and in such forms as Builder deems advisable.
- (iv) The right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Property for the purpose of providing electrical, telephone, gas, sewer, water, or any other utility services to the Dwellings constructed or to be constructed by Builder on Lots within the Subdivision.

ARTICLE VII Miscellaneous

- 7.01 **Enforcement**: The terms and provisions of this Declaration shall run with the land and bind each Owner and all parties claiming by, through and under them. Enforcement of the provisions of this Declaration may be by any preceding at law or in equity by one or more Owners or the Village against any person or persons violating or attempting to violate the provisions hereof, either to restrain such violation or to recover damages; and failure by an Owner or the Village to enforce any provision contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
- 7.02 Amendment by Owners: The provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by a Recorded instrument executed by Owners of at least sixty-seven percent (67%) of the Lots and the Village; provided that (i) the provisions of this Section 7.02 may be amended only by a Recorded instrument executed by all of the Owners and the Village, and (ii) provisions relating to the rights and powers of the Builder may only be amended with the written consent of the Builder.
- 7.03 **Duration**: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the Premises for a period of twenty (20) years from the date of Recording of this Declaration and for successive periods of twenty (20) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by instrument executed by Owners of at least sixty-seven percent (67%) of the Lots and the Village.
- 7.04 **Severability**: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

ARTICLE VIII <u>Dissolution of Association</u>

The Association established pursuant to the First Amended and Restated Declaration shall be dissolved and the firm Meltzer, Purtill & Stelle, LLC, is hereby authorized to file Articles of Dissolution with the Illinois Secretary of State to dissolve the Association immediately upon the Recording of this Declaration.

[Signature pages follow]

The undersigned, as Owner(s) of Lot(s) _ recorded in DeKalb County, Illinois as Do the recording of Declaration for Prairie Sp Restrictive Covenants for Prairie Springs St	ocument 2005005530, herorings [Second Amended a	eby irrevocably consents to and Restated Declaration of
	CONSENTING OWNER	R(S):
	Printed Name:	
	Printed Name:	
	Dated:	2025

The undersigned, as Owner of the following 39 Lots in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530: Lots 1-9, 1-10, 1-11, 1-12, 1-13, 2-1, 2-9, 3-3, 3-5, 3-6, 3-7, 3-8, 4-3, 4-6, 7-6, 8-4, 8-5, 8-6, 8-8, 8-9, 8-13, 8-20, 8-21, 8-22, 8-23, 8-26, 8-27, 8-28, 8-29, 8-30, 8-31, 8-32, 9-3, 9-4, 9-5, 9-6, 9-8, 9-10, 9-11, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER:

CalAtlantic	Group,	LLC,	a De	laware	limited
-------------	--------	------	------	--------	---------

liability company

Christopher Gillen, Vice President

Dated: 2-24, 2025

The undersigned, as Owner(s) of Lot(s) <u>\$\mathbb{E}\$-\frac{1}{1}\$</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name:

Printed Name:

Dated , 2025

The undersigned, as Owner(s) of Lot(s) <u>7-3</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name:

Printed Name: AMRESH CHAND

Dated: 2 19 , 2025

The undersigned, as Owner(s) of Lot(s) 5-\2 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):	
Rachel Menath	
Printed Name: Rachel McNay	V
Printed Name:	

The undersigned, as Owner(s) of Lot(s) <u>56</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Printed Name: Maria Tomburdo
Printed Name:
Dated: 2/19, 2025

1027 Misty Landing Ct Malta, IL 60150

The undersigned, as Owner(s) of Lot(s) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: / aura Mora

Printed Name: Manuel Elizondo

Dated: Feb. 19th, 2025

940 Pond Brook Ave

The undersigned, as Owner(s) of Lot(s) 2 - 7 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):	
Carlo Sasa	
Printed Name: 10/12 3037	
Deleta 1NI-	
Printed Name:	
Dated: #673 / 97 ,2025	

936 Fond Brook

recorded in DeKalb County, Illinois as D the recording of Declaration for Prairie Sp	in Plat No. 1 of Prairie Springs Subdivision, ocument 2005005530, hereby irrevocably consents to prings [Second Amended and Restated Declaration of Subdivision], to which this Consent is attached.
	COMSENTING OWNER(S):
	Printed Name: Jasun Schroeder
	Timied Ivaine. Joesov. So (1020)
	Printed Name:
	- 2 10
	Dated: 2-19- 2025

The undersigned, as Owner(s) of Lot(s) 1-2 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Kulls
Printed Name: Kelly Schroeder
Printed Name:
Dated: Fab 19 2025

The undersigned, as Owner(s) of Lot(s) $+ (v - \frac{1}{4})$ in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

John Ray Mamaed

Printed Name:

Dated: 2 1 1 25 , 2025

937 Pond Brook, Ave, Malta, L

The undersigned, as Owner(s) of Lot(s) 9-12 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

> 726 Prairie Pand Cir

The undersigned, as Owner(s) of Lot(s) \(\frac{1}{100} \) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
mles R. Dinhe
Printed Name: MYLGS R. GKLANLA
830 SPRING MEADON LN
MALTA, IL. 60150
Printed Name:
Dated: 2-19 2025

The undersigned, as Owner(s) of Lot(s) 5-2 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Ropald of Chrame

Printed Name: Cotherine Schramer

Dated: 2/19, 2025

#5-7

CONSENT

The undersigned, as Owner(s) of Lot(s) 5-7 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Deanna J Lames of

Printed Name:

Dated: 2 1 9 , 2025

1005 missly Yanding Ct

#8-3

CONSENT

The undersigned, as Owner(s) of Lot(s) Sin Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name:

Printed Name: Diane Shad

Dated: 2/19/2025,2025

766 Waters Edge Blvd.

The undersigned, as Owner(s) of Lot(s) 6-17 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSE	NTING	OWNER(S	S):	
6	#S			
Printed 1	Name: _	0 4	steve	Sines
Printed	Name:			
Datada	Feb	1 grth	2025	

941 Pond Brook Auc.

The undersigned, as Owner(s) of Lot(s) $\int - Q$ in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Danies I
Printed Name: TAMES GHUDIO
Printed Name:
Dated: FER 19 . 2025

926 WATER STONE WAY

The undersigned, as Owner(s) of Lot(s) 7-2 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Jaked Bunge

Printed Name:

Dated: <u>62//8</u>, 2025

752 Prairie Pond Cir

The undersigned, as Owner(s) of Lot(s) <u>5-3</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

Printed Name: JOSE, PH D. MEEKS

Printed Name: Cryste/J. Meeks

Dated: 2/19, 2025

1033 MISTY LANDING CT
MALTA TO GO150

The undersigned, as Owner(s) of Lot(s) 7-9 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
a
Printed Name: Covstwy Oakes
Printed Name:
Dated: 2/19 .2025

837 Pond Brook Auc

The undersigned, as Owner(s) of Lot(s) 2^{-10} in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
400
Printed Name: Talvi Bandele
Printed Name:
Dated: February 19, 2025
915 Water Stane Way

The undersigned, as Owner(s) of Lot(s) 7-8 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONGENIED COMPLETE
CONSENTING OWNER(S):
QM/
Printed Name: Daniga Krabill
Rodana (1)
Printed Name: Bri Hakvabill
Dated: 2/19, 2025
839 Pard Break AU

The undersigned, as Owner(s) of Lot(s) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Party May May Surprised Name:

931 misty landing Lane Golso maltez the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

753 Prairie Pond (B) Printed Name: Michelle Weber (Smith)

Printed Name:

Dated: 2/19, 2025

The undersigned, as Owner(s) of Lot(s) and in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to

The undersigned, as Owner(s) of Lot(s) — in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Ma.	Max	ihe	1 M	aga	na
Printed	Name:	1.1 */	ÅΛ		

Printed Name:

Dated: 2/19/____, 2025

The undersigned, as Owner(s) of Lot(s) <u>(o - (a)</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Keur

Dated: <u>02 - /9</u>, 2025

1024 Misty Landing Ct. Mate IL 60150

The undersigned, as Owner(s) of Lot(s) 3-10 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Printed Name: CARISSA PRIM
Printed Name:
Dated: <u>Feb. 19</u> , 2025
315 WATER STONE WAY
MAHA, IL 60150

The undersigned, as Owner(s) of Lot(s) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Melinda Nunez

Printed Name:

Dated: Feb 19____, 2025

1016 Misty Landing C+

The undersigned, as Owner(s) of Lot(s) 6-13 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: WA. (

Printed Name: ARNOLD JUGOS

Dated: Feb. 19, 2025

The undersigned, as Owner(s) of Lot(s) \(\frac{1}{2} \) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: JAYSON PRICE-CARTER

Printed Name: Nicole Finneste M

Dated: 2/19/ ,2025

761 waters edge Blvd

The undersigned, as Owner(s) of Lot(s) $\frac{2}{2}$ in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

919 waterstone Way

The undersigned, as Owner(s) of Lot(s) 9-14 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Jason Diericks

Printed Name:

Dated: 2/19/, 2025

The undersigned, as Owner(s) of Lot(s) 5-8 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
James R. Milligs A.
Printed Name: Phillps
Printed Name:
Dated: Feb 1944, 2025

1023 Misty Landing Gt.

The undersigned, as Owner(s) of Lot(s) 2-2 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Christopha A. Ziola

Printed Name:

Dated: <u>Feb</u>, 1975, 2025

746 Prosirie Bond Circle
Malta IC 60150

The undersigned, as Owner(s) of Lot(s) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING	GOWNER(S):	
Dobilal	LHard	
Printed Name:	Papielle	Gritanel
	Close	
Duinted None	**************************************	
Printed Name:		
Dated: Jeh	10Hh 2025	

947 Pond Brok Acr

The undersigned, as Owner(s) of Lot(s) 4-7 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name:

Printed Name:

Dated: February 19, 202

The undersigned, as Owner(s) of Lot(s) 7-5 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

		CONSENTING OWNER(S): The Manager Williamson
		Printed Name:
)	Pond	Brook Ave

The undersigned, as Owner(s) of Lot(s) <u>Q~l</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Bryon Chandle

Printed Name:

Dated: ______, 2025

1014 Wisty Landing Ct.

The undersigned, as Owner(s) of Lot(s) $\int - \frac{1}{2}$ in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING	G OWNE	R(S):		
12				
Printed Name:	Sean	Conton		
Printed Name:				
Dated:		, 2025		
	929	Misty	landing	1-1

Maita, IL GOISO

The undersigned, as Owner(s) of Lot(s) — in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Justa Davis

Printed Name: Lemedy Davis

Dated: 2/19, 2025

The undersigned, as Owner(s) of Lot(s) 4-9 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name:

Dated: 2/18, 2025

828 Spring Madedow Come

The undersigned, as Owner(s) of Lot(s) 6-4 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):	
Lan HOWARD	
Printed Name: JOHN HOWARD	
Printed Name:	
Dated: 2-19, 2025	

1020 MISTIL LANDING CT MALTA, IL 60150

The undersigned, as Owner(s) of Lot(s) 4/-1 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Danie Bro
Printed Name: David Bruno
Dail Bung
Printed Name: David Bruno
Dated: $2 - 19$, 2025

The undersigned, as Owner(s) of Lot(s) \(\frac{1}{2} \) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):	
Printed Name: //	
Brad Hancel	
Printed Name:	
Dated: 19 ft 2025	

834 Springmeadow LN

The undersigned, as Owner(s) of Lot(s) <u>O//</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Jacob Mus

Printed Name: 1/1000 Treas

Dated: 7/19 / , 2025

The undersigned, as Owner(s) of Lot(s) $\boxed{740}$ in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Sannago Bagorio

Printed Name:

Dated: 2/19/25, 2025

835 Pond Brook Ave 1001018 Halta IL (10150)

The undersigned, as Owner(s) of Lot(s) <u>3-9</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Sheil a (Buchholz) Cregier

Printed Name:

Dated: 2/19/25, 2025

817 Water Stone Way Maita

The undersigned, as Owner(s) of Lot(s) 4-8 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

[EREST GRZYWA
Printed Name: Terest GrzywA

Printed Name:

Dated: 2-19-2025, 2025

The undersigned, as Owner(s) of Lot(s) 5 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: John

Printed Name:

Dated: 19 FeB 25, 2025

The undersigned, as Owner(s) of Lot(s) 7 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: RAMAY HOLLE-1

Printed Name: RANDY Holley

Dated: $\frac{2-19-35}{}$, 2025

The undersigned, as Owner(s) of Lot(s) in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Sa belle A Bautosi K

Printed Name:

Dated: 02 19 , 2025

Address: 1029 Misty Landing Ct

The undersigned, as Owner(s) of Lot(s) In Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

The undersigned, as Owner(s) of Lot(s) <u>Y-25</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

200 Brailie Bord

CONSENTING OWNER(S):

Printed Name: My McWire

Printed Name:

Dated: 2/18/25 , 2025

The undersigned, as Owner(s) of Lot(s) 6-8 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):	
Et 5/6/6/	and the second s
Printed Name: Eric Schlosser	
Printed Name:	
Dated: February 19, 2025	
1028 Misty Landing	Ct
Malta IL 60150	

The undersigned, as Owner(s) of Lot(s) 2-14 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

Printed Name: Girsten Petric	
Printed Name:	
Dated: 2 - /9, 2025	
923 water Stone Wa	Y
Malter IL 60150	0

The undersigned, as Owner(s) of Lot(s) <u>\(\gamma - i \Gamma \)</u> in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

EDWIN PETERSON
Printed Name:
CANDY PETELSON
Printed Name:
Dated: 2.19.2025 2025

The undersigned, as Owner(s) of Lot(s) 6-10 in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

	CONSENTING OWNER(S): Printed Name:
	SCOTT KACKA Printed Name: Dated: 2-19, 2025
945	POND BRODIL AVE

#5-11

CONSENT

The undersigned, as Owner(s) of Lot(s) 5-// in Plat No. 1 of Prairie Springs Subdivision, recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):

Printed Name: Boy and Some

Printed Name:

Dated: _\(\frac{7/19/}{}, 2025

1017 Misty Landing C+ Molte IL 6015

The state of the s
The undersigned, as Owner(s) of Lot(s) $\frac{9}{1}$ in Plat No. 1 of Prairie Springs Subdivision,
recorded in DeKalb County, Illinois as Document 2005005530, hereby irrevocably consents to
the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of
Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

CONSENTING OWNER(S):
Soel, m, Fox
Printed Name: Journ Sup
Printed Name:
Dated: 2 - \) .2025

The Village of Malta, an Illinois municipal corporation, hereby consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

Dated as of 2/2/2, 2025.



VILLAGE OF MALTA, an Illinois municipal corporation

Village President Robert Iversen
Village Clerk Mary Johansen

STATE OF ILLINOIS COUNTY OF DEKAL

I, Ken's B. Brick, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Iverson, the Village President, and Mary Johansen, the Village Clerk, of the Village of Malta, an Illinois municipal corporation (the "Village") who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of February 2025. **KEVIN BUICK** Notary Public

OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires

CalAtlantic Group, LLC, a Delaware limited liability company, hereby consents to the recording of Declaration for Prairie Springs [Second Amended and Restated Declaration of Restrictive Covenants for Prairie Springs Subdivision], to which this Consent is attached.

BUILDER:

CalAtlantic Group, LLC, a Delaware limited

liability company

By: Christopher Gillen, Vice President

Dated: Z - Z - 4, 2025

STATE OF ILLINOIS) SS COUNTY OF () SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Gillen, as a Vice President of CalAtlantic Group, LLC, a Delaware limited liability company (the "Company") personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of

Notary Public

Official Seal SUSAN EILEEN SMITH Notary Public, State of Illinois Commission No. 986789 Ay Commission Expires February 7, 2028

EXHIBIT A TO DECLARATION FOR PRAIRIE SPRINGS

Premises/Lots

Lots 1-1 through 1-13, inclusive, 2-1 through 2-14, inclusive, 3-1 through 3-12, inclusive, 4-1 through 4-12, inclusive, 5-1 through 5-12, inclusive, 6-1 through 6-15, inclusive, 7-1 through 7-10, inclusive, 8-1 through 8-32, inclusive, and 9-1 through 9-18, inclusive, in Final Plat No. 1 of Prairie Springs Subdivision, being a subdivision of part of Section 22, Township 40 North, Range 3 East of the Third Principal Meridian, in DeKalb County, Illinois, according to the plat thereof recorded in DeKalb County, Illinois on March 29, 2005, as Document 2005005530.

EXHIBIT B TO DECLARATION FOR PRAIRIE SPRINGS

Entrance Maintenance Area

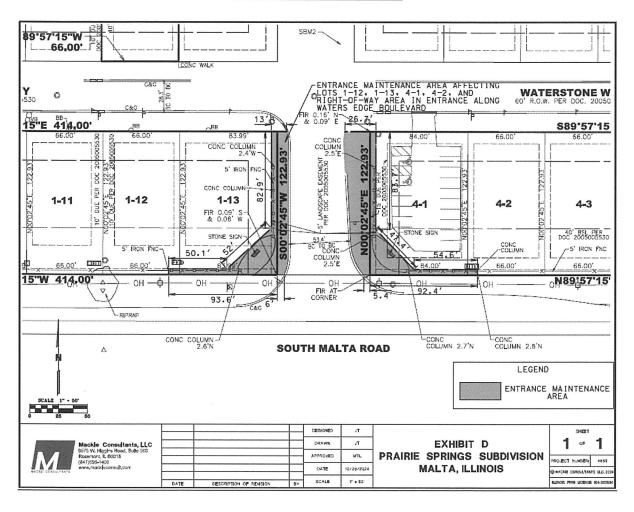


EXHIBIT C TO DECLARATION FOR PRAIRIE SPRINGS

Landscape Easement Area

