

BYLAWS of  
PANTHER CREEK WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1 NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section I. Name. The name of the Association shall be Panther Creek West Homeowners' Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2)-classes of membership, "Class A" and "Class B", as more-fully set forth in the Articles of Incorporation of Panther Creek West Homeowners' Association and described as follows:

Class A. Class A Members shall be all lot owners in all additions to Panther Creek West Subdivision, Sangamon County, Illinois. with the exception of the Developer of Panther Creek West Subdivision, J.C. Dowson, Inc., or its successor. Class A Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an ownership interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the rate for such lot votes shall be suspended in the event that more than one person seeks to exercise it.

Class B. Class B Member shall be the Developer of Panther Creek West Subdivision, J.C. Dowson, Inc., or its successor, as Developer. The Class B Member shall be entitled to four (4) votes for each lot owned. In computing the number of outstanding Class B votes, the Class B Member shall have votes for lots shown on the Preliminary Plan of Panther Creek West Subdivision that was submitted to the City of Springfield, even though such lots may not have yet been platted of record, providing that the Class B Members own the underlying ground on which such unplatted lots are located. The Class B membership shall terminate and be converted to Class A membership upon the happening of the earlier of the following: (i) when the total votes outstanding of the Class A membership equals the total votes outstanding of the Class B membership; (ii) at such time as J.C. Dowson, Inc., or its successor, voluntarily relinquishes its Class B membership rights. From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be a Class A Member entitled to one (1) vote for each lot it owns.

Section 3. Definitions.

A. All references herein to "the Developer" shall mean and refer to J.C. Dowson, Inc., or its successor.

EXHIBIT B

B. "The Community" shall mean and refer to Panther Creek West Subdivision, including all plats thereof.

C. "The Protective Covenants" shall mean and refer to the Protective Covenants of Panther Creek West Subdivision, including all plats thereof and all amendments to such Protective Covenants.

D. "Common Areas" shall mean and refer to the Series 1000 lots and traffic island as referred to in Section III of the Protective Covenants and any other portions of Panther Creek West Subdivision deemed to be Common Areas by the Developer.

E. "Owner" shall refer to the record owner, whether one or more persons or entities, of fee simple title to a lot in Panther Creek West Subdivision, including all plats thereof.

F. "Member" shall mean and refer to each Owner who is a Member of the Association.

G. "Board" shall mean and refer to the Board of Directors of the Association.

H. "Properties" shall mean and refer to the real estate described in Exhibit B attached hereto, which said real estate includes Plats I and 2 of Panther Creek West Subdivision land to be developed into further additions to said subdivision.

ARTICLE 11 ASSOCIATION: MEETINGS, QUORUM VOTING, PROXIES

Section I. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either in the community or as convenient thereto as possible and practical.

Section 2, Membership Meetings. There shall be at least two general membership meetings yearly held on days decided upon by the majority vote of the Board of Directors. One membership meeting shall be designated as the annual meeting. At this meeting:

- a. The President shall report on the state of the association.
- b. The Treasurer shall give an annual financial report.
- c. Elections for Members of the Board shall be held.

Each annual meeting shall occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or upon a petition signed by at least twenty-five percent (25%) of the Class A Members. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Agenda. The President shall prepare the agenda for general and special meetings of the membership. Any member may suggest an item to be added to the agenda by submitting the item in writing to the Board of Directors at least seven days in advance of the membership meeting. Any member of the Association may make a motion to add an item to the board, general or special agendas at those respective meetings. Adoption of that motion requires a second and majority vote.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each lot a notice of each annual or special meeting of the Association slating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than that of his or her lot, he or she shall have designated such other address by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 7. Participation. Any general, special, or committee meeting is open to any person and all that wish to may be heard. However, only members are entitled to vote. All actions or recommendations of the general or special meetings shall be communicated to all affected parties.

Section 8. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 9. Voting. The voting rights of the Members shall be as set forth above in these Bylaws, and such voting rights are specifically incorporated herein.

Section 10. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 11. Quorum. The presence, in person or by proxy, of twenty five percent (25%), (as measured in terms of votes) of the Class A and Class B Members to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 12. Procedures. The Association shall follow Roberts Rules of Order (revised) in all areas not covered by the bylaws.

## ARTICLE 111

### BOARD OF DIRECTORS; NUMBER, POWERS, MEETINGS A. COMPOSITION AND SELECTION.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors must reside in the Community and shall be Members, spouses, or significant others of such Members; provided, however, that no person, spouse, or significant other may serve on the Board at the same time.

Section 2. Number of Directors. The Board shall consist of seven (7) Members.

Section 3. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 4. Election and Term of Office.

At annual meetings of the membership, Directors shall be elected. All eligible Members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

The term of two (2) Directors shall be fixed at one (1) year, the term of three (3) Directors shall be fixed at two (2) years, and the term of two (2) Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Member of the Board, a successor shall be elected to serve for a term of two (2) years. The Members of the Board shall hold office until their respective successors shall have been elected by the Association.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Members of the Board may be removed, with or without cause, by a majority vote of the Class A Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

Section 6. Vacancies. Vacancies in the Board caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority or the remaining Directors, even though less than a quorum, at any meeting of the Board. Each person so selected shall serve the unexpired portion of the term.

#### B. MEETINGS.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 8. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by First Class Mail, postage prepaid; or (c) telephone communications, either directly to the Director or to a person at the Director's home or office who would be reasonably expected to communicate such notice promptly to the Director. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by First Class Mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the Directors who are not present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation: No Director shall receive any compensation from the Association for acting as such unless approved by a majority of the Class A Members.

Section 12. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 13. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that 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 of the Directors.

#### C. POWERS AND DUTIES

Section 16. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administrator of the Association's affairs and, as provided by law, may do all acts and things as are not by these Bylaws or the Articles of Incorporation of the Association directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws

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or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following. in way of explanation; but not limitation:

- A. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of Members in connection with the affairs of the Association, including the acquisition, mortgaging or disposal of common areas, as described in the Protective Covenants;
- B. To establish, modify and enforce rules and regulations for the use of the common areas, as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural Control Committee, as described in the Protective Covenants;
- C. To fix, levy and collect assessments as provided in Article VI hereof,
- D. To grant and convey easements to the common area as may become necessary;
- E. To prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- F. To provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association;
- G. To designate, hire and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- H. To collect the assessments, deposit the proceeds thereof in a bank depository which it shall approve, and use the proceeds to administer the Association;
- I. To make and amend use restrictions and rules and regulations for the common areas, and to suggest to the Members amendments, if necessary, to the Protective Covenants;
- J. To appoint the members of the Architectural Control Committee of Panther Creek West. as described in the Protective Covenants.
- K. To open bank accounts on behalf of the Association and designate the signatories requires;
- L. To enforce, by legal means, the provisions of the Protective Covenants, These Bylaws and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the owners concerning the Association;
- M. To obtain and carry insurance against casualties and liabilities and pay the premium cost thereof;
- N. To pay the cost of all services rendered to the Association or its Members which are not directly chargeable to the Owners;
- O. To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred; and
- P. To contract with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums and other associations.
- Q. To create, manage and disband committees as described in Article IV.

Section 19. Management Agent. The Board of Directors may employ, for the Association, a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$ 10,000.00) outstanding debt at any one time.

#### ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the Members of the Board.

Section 2. Election Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of the president of a corporation organized under the Illinois General Not-for-Profit Corporation Act.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Illinois law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns.

Section 8. Committees of the Board. The Board of Directors may create committee(s) by resolution, from time to time, as may be necessary to carry out the activities of the Association. Association members who are Eligible Voting Members can be appointed by the Board to a committee(s). All activities of these committees must be authorized by a majority of the Board.

All committees shall be appointed by the Board. Each committee will keep regular records and fully account for any monies expended and/or received. A designated Board member will be assigned to each committee and will serve as the Board's liaison.

Any committee member may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby.

Notwithstanding the foregoing, the Board shall create and maintain at all times an Architectural Control Committee as described in the Protective Covenants, Section II, paragraph 8 (e). The provisions of the Protective Covenants regarding the Architectural Control Committee shall be binding on the Board and shall preempt any contrary provisions of the By-Laws.

#### ARTICLE V COMMON AREAS

Section 1. Use Fees. The Association shall have the right to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Areas and to impose reasonable limits on the number of guests who may use the facilities. Reference herein to such improvements shall not be construed as imposing any requirement on the Developer to make such improvements.

Section 2. Suspension of Owner's Rights. The Association shall have the right to suspend the voting rights and right to use the Common Areas and facilities by any Owner for any period during which any assessment of the Association against said Owner's lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days.

Section 3. Grant of Easement. The Developer shall have the right with regard to the Properties which may be owned for the purpose of development into additional plats of Panther Creek West, to grant easements in and to the Common Areas contained with the properties to any public agency, authority or utility for such purposes as benefit the properties or parties thereof and Owners of lots contained therein.

Section 4. Borrowing Rights. The Association shall have the right by a majority vote of all of the Members of the Board to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Owner encumbering any' lot or other property located within the properties.

Section 5. Transfer of Ownership. The Association shall have the right to dedicate or transfer all or any portion of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least 662/3% of the votes which the total membership, including both the Class A and Class 13 Members, present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

#### ARTICLE VI COVENANT OF MEMBERSHIP FEE AND ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association are for the purpose of the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the Owners and occupants of residences, improvement and maintenance of the Common Areas and other common facilities and areas of common responsibilities, including, but not limited to, replacement and additions thereto, and for the cost of labor and equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

Section 2. Creation of Lien and Personal Obligations of Assessments. Each Owner of a lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (a) an entering membership fee, (b) annual assessments, (c) special assessments and/or individual assessments against any particular lot shall be established and collected pursuant to the terms of these Bylaws, including, but not limited to, reasonable fines as may be imposed herein. All such assessments, together with interest thereon, late charges and cost of collection thereof, including reasonable attorneys' fees (0 shall be a charge and a continuing lien upon the lot against which such assessment is made, and (ii) shall also be the joint and several obligation of each person who was an Owner of said lot at the time when any such assessment made against said lot fell due. No Owner shall be entitled to a refund of any portion of the entering membership fee, any annual or special assessment or installment of a special assessment paid by him, even though said Owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No Owner may avoid or escape liability for the entering membership fee, any annual or special assessment or any individual assessment imposed or levied pursuant to Article VI by abandonment of his property or by attempted waiver as a nonuser of the benefits of membership in the Association or of the Common Areas of facilities.

Section 3. Entering Membership Fee. Each person or entity who holds an ownership interest in a lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, within ten ( 10) days after becoming a Member of the Association, an entering membership fee of One Hundred Dollars(\$ 100.00) to be used by the Association or the same purposes for which annual and special assessments may be levied; provided, however, that: (1) a person or entity that purchases a lot for the purpose of constructing a single-family residence thereon for resale and who does not intend to reside therein shall not pay the entering membership fee at the time of purchase of the lot. Said person or entity shall, however, on the sale of said lot to a homeowner, be obliged to collect said entering membership fee from such homeowner and shall pay the same to the Association at that time, and (2) an catering membership fee shall be paid on a particular lot only once, without regard to the number of times the lot might be sold.

Section 4. Annual Assessment. It shall be the duty of the Board, at least thirty (30) days prior to the Association's animal meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the assessments to be levied against each lot for the following year to be delivered to the last-known residence address of each Member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total Association membership votes, including those votes of the Class B Member. Notwithstanding the foregoing, however, in the event the Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then-current year shall continue for the succeeding year.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the total membership, including the Class B Member who is voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 6. Individual Assessment. In the event that the need for maintenance or repairs of the Common Areas is caused through the willful or negligent act of an Owner, his family, guests or invitees, or in the event that an Owner of any lot shall fail or refuse to maintain such lot, or repair or replace the improvements situated thereon in a manner satisfactory to the Board or the Architectural Standards Committee, then the Association, after approval by vote of seventy-five percent (75%) of all Members of the Board shall give such written notice of the Association's intent to provide the required maintenance, repair or replacement at such Owner's sole cost and expense. The Owner shall have fifteen ( 1 5) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen-day period, to commence said maintenance, repair or replacement. If such Owner fails or refuses to discharge properly his obligations as outlined above, the Association shall have the right, through its duly authorized agents or employees to enter upon said lot, at reasonable hours of a day, to perform such work. The Association may levy an individual assessment upon any lot, except as provided in Section 7 of this Article, to cover the cost and expense incurred by the Association in fulfilling the provisions of this Section.

Section 7. Exemption from Assessment. The following property subject to these Bylaws shall be exempt from all assessments, charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.
- B. All Common Areas as defined in Article I hereof.
- C. Any vacant land or lots owned by a Class B Member, unless a lot is occupied as a residence. Any such land or lots owned by a Class B Member shall be maintained by such Class B Member at such Member's sole cost and expense.

Section 8 Assessments Due Dates. The annual assessment installments for each lot shall be due on the first day of the month following the transfer of ownership of the lot from Developer to Owner, and shall become due and payable on the first day of each fiscal year thereafter. The method of payment and due dates for special assessments shall be as established by the Association in accordance with Section 5 of this Article VI. The method of payment and due dates for individual assessments shall be as determined by the Board in accordance with Section 6 of Article VI. The Association shall prepare a roster of lots and assessments applicable thereto, which shall be open to inspection by any Member upon reasonable notice to the Board.

Section 9. Computation. Annual and special assessments shall be charged equally against each lot, except such lots exempted pursuant to Section 7 above..

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty' (30) days, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition, the lien shall include the late charge, interest on the principal amount due at their maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a deed or other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against such Owner or Owners, personally, for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement areal property. The lien provided in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the lot.

Section 11. Subordination of Lien. The lien provided for these Bylaws shall be subordinate to the lien of any first mortgage now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Estoppel Certificates. The Association shall, upon request of a Member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said Member's tot up to a given date or time of conveyance. The Association shall also certify as to whether or not there are violations of the governing documents on the lot as of the date preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the seller's account at the closing and transmitted directly to the Association.

#### ARTICLE VII MAINTENANCE BY AND SERVICE OF THE ASSOCIATION

Section 1. Maintenance, Repairs and Services by the Association. The Association, subject to the provisions of these Bylaws, shall maintain in perpetuity and keep in good repair, the area of common responsibility, which responsibility shall be deemed to include by example, and not by limitation, (a) maintenance and repair of all Common Areas and facilities including, retention areas, traffic islands, Series 1000 lots, park areas, landscaping, utility lines, pipes, wires and conduits not dedicated to any public authority, if any, (b) furnish and provide the necessary maintenance and repair services for the utility system and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon, (c) furnish and provide the necessary maintenance and repair services for the paved portions of any storm drainage ditches.

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#### ARTICLE VIII FINANCIAL AFFAIRS

Section I. Checks,, Drafts. Etc. All checks or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be approved by the Board of Directors in such manner as shall, from time to time, be determined by resolution of the Board of Directors. Such instruments shall be signed by the Treasurer or any other Board officer.

All checks, drafts or other orders of for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, purchases, contracts for purchase of goods and/or services that are \$3,000.00 or total more than \$3,000.00 for the same general purpose, must be authorized by the Board of Directors before they are executed. Any checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association that is under \$3,000.00 shall be documented and ratified by the Board of Directors at the next regular Board Meeting.

All transactions must be documented sufficiently to comply with generally accepted accounting principles.

Section 2. Deposits. All funds of the Association shall be deposited within thirty days to the credit of the Association at such banks, trust companies, or depositories as the Board of Directors may approve.

Section 3. Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift or bequest for the specific or general use of the Association.

Section 4. Property. All land and/or property owned and/or leased by the Association must be held in the name of the Association. All changes in the status of land and/or property owned and/or leased by the Corporation must be approved by an absolute majority of the Board of Directors.

Section 5. Excess Operating Income. If there is any income which is in excess of the amounts used for operation, maintenance, or management of the Association property for any fiscal year, the Board of Directors, with a majority vote, is authorized to invest that excess for future capital expenditures by the Association in FDIC insured accounts and to treat that excess as a can-y-over to apply toward the next year's expenses.

Section 6. Books and Records. The Association shall keep correct and complete books and records of accounts and shall maintain minutes of the proceedings of its members and Board of Directors. All books and records of the Association may be inspected by any member, or their agent or attorney, with proper purpose and prior notification in writing to the President of the Association. If at least 2/3 of the Board of Directors deems the inquiry as a nuisance inquiry, the Board, at its discretion, is not obligated to provide further details.

The financial books will be maintained by the Treasurer and will be audited within sixty days of the close of each calendar year. The audit will be conducted by the Treasurer and at least one other Officer. The Board of Directors, at its discretion, can have the financial books of the Association audited by an independent accounting firm.

The Treasurer will present a financial report at each Board meeting and at the Annual Meeting of the Membership.



Section 7. Accounting Year. The accounting year of the Association shall be on a calendar year basis.

## ARTICLE IX ENFORCEMENT AUTHORITY AND PROCEDURE

Section 1. Authority. The Board shall be authorized and empowered to: (i) make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Common Areas; (ii) impose reasonable fines, which shall constitute a lien upon the lot of a Member and/or suspend such Member's right to use the Common Areas and the right to vote for not more than thirty (30) days, or such time as a violation may continue, and sixty (60) days thereafter for violation of these Bylaws or any rules and regulations which have been duly adopted by the Association; (iii) begin any action in any court on behalf of the Association and all owners to abate any nuisance or otherwise to protect the values and integrity of the community.

Section 2. Procedure. The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a Member or other occupant for violation of rules unless and until the following procedure is followed:

- A. Demand - Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.
- B. Notice - Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and (4) the proposed sanction to be imposed.
- C. Hearing - The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed..

## ARTICLE X GENERAL PROVISIONS

Section 1. Articles and Bylaws of Association. The Articles of Incorporation and Bylaws of the Association have been appended hereto and, by this reference, are incorporated herein and made a part hereto.

Section 2. Severability. If any provisions of these Bylaws of the Association or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held invalid by the judgment or order of any court of general jurisdiction, the validity of the remainder of these Bylaws and the validity of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 3. Title-Holding Trust. In the event title to any lot is conveyed to a title holding trust, under the terms of which trust the powers of management operation and construction of said lot remain vested in the trust beneficiary or beneficiaries thereunder, said beneficiaries shall be deemed the Owner or Owners of said lot and subject to all of the terms and provisions of these Bylaws. No claim shall be assessed against any such title-holding trustee personally for payment of any entering membership fee, assessment, lien or other charge created by these Bylaws, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such entering membership fee, assessment, lien or other charge; provided, however, the amount of such entering membership fee, assessment, lien or other charge shall continue to be a charge and lien upon each lot conveyed to said title-holding trust, and the joint or several personal obligation of the beneficiaries of said trust at the time any entering membership fee, assessment, lien or other charge with respect to any such lot became due and payable, notwithstanding any transfers of the beneficial interest of said trust or any transfers of title to any such lot.

Section 4. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or executes a contract for deed of the Owner's a lot, the Owner will be required to give the Association, in writing, the name of the purchaser, lessee or mortgagee of the lot.

Section 5. Rights of Developer. For such time as the Developer or its assigns shall hold Class B votes, or has an interest in any portion of the property described in Exhibit B attached hereto, the Association shall not oppose the development activities thereon.

Section 6. Amendments. These Bylaws may be amended by affirmative vote of not less than seventy percent (70%) of the Class A and Class B votes.



IN WITNESS WHEREOF, the initial Board of Directors of Panther Creek Homeowners' Association has unanimously adopted these Bylaws this day of April 26, 2018.

BOARD OF DIRECTORS OF PANTHER CREEK WEST HOMEOWNERS' ASSOCIATION

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Parcel I:

That part of the West Half of the Northwest Quarter of Section 24, lying south of the State road containing 50 acres, more or less; and the West Half of the Southwest Quarter of Section 24, except the West 670.15 feet of the South 670 feet thereof; all in Township 1 5 North, Range 6 West of the Third Principal Meridian.

Situated in Sangamon County, Illinois.

Parcel II:

Part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence South 00 degrees 36 minutes 52 seconds East, 201.29 feet along the East line of said quarter-quarter section; thence South 87 degrees 06 minutes 19 seconds West, 69.74 feet; thence along a tangential curve to the right having a radius of 358.31 feet, arc length of 141.47 feet and a chord which bears North 81 degrees 35 minutes 03 seconds West, 140.55 feet; thence North 70 degrees 16 minutes 24 seconds West, 380.98 feet; thence along a tangential curve to the left having a radius of 278.31 feet, arc length of 95.53 feet, and a chord which bears North 80 degrees 06 minutes 24 seconds West, 95.06 feet; thence North 89 degrees 56 minutes 23 seconds West, 4.83 feet: thence North 00 degrees 03 minutes 37 seconds East, 40.00 feet to a point on the North line of said quarter section; thence South 89 degrees 56 minutes 23 seconds East, 663.58 feet along said North line to the Point of Beginning.

EXHIBIT

PANTHER CREEK WEST PLAT 1

being part of the West Half of the southwest Quarter of Section 24, and part of the Northwest Quarter of the Northwest Quarter

Of Section 25, all in Township 15 North, Range 6 West OE the Third Principal Meridian, Sangamon County, Illinois, further described as follows :

Beginning at the Southeast corner Of the west Half of the Southwest Quarter of said Section 24; thence N 00° 00' 00" W, measure 2075.00 feet along the east line of said West Half, Southwest Quarter. Section 24; thence N 90° 00' 00" W, measure 589.00 feet; thence S 00° 00' 00" E, measure 735.00 feet; thence N 90° 00' 00" E, measure 341.42 feet; thence along a non-tangent curve to the right having a radius of 532.96 feet, arc length of 52.49 feet and a chord bearing S 02° 49' 17" E, 52.47 feet; thence S 00° 00' 00" E, measure 1283.89 feet to a point on the south line of said West Half, Southwest Quarter, Section 24\* said line also being the north line of the west Half, Northwest Quarter of said Section 25; thence continuing S 00° 00' 00" E, measure 86.14 feet; thence S 20° 32' 02" W, measure 80.00 feet; thence S 69° 27' 58" E, measure 68.30 feet; thence along a tangential curve to the left having a radius of 358.31 feet, arc length of 141.47 feet and a chord bearing S 60° 46' 37" E, 140.55 feet; thence N 87° 54' 45" E, measure 69.74 feet to a point on the east line of the West Half, Northwest Quarter of said Section 25; thence N 34" E, measure 201.29 feet along said east line to the Point Of Beginning. Containing 18.601 acres, more or less. .

PANTHER CREEK WEST, PLAT 2 being part of the West Half of the Southwest Quarter and part of the west Half of the Northwest Quarter of section 24 Township 15 North Range 6 West of the Third principal Meridian, Sangamon County, Illinois, further described as follows :

Commencing at the Southeast corner of the West Half of the Southwest Quarter of said Section 24; thence N 00° 00' 00" W, measure 2075.00 feet along the east line of said West Half, Southwest Quarter, section 24 to the northeast corner of Panther Creek West, plat 1, said point being the Point Of Beginning; thence S 00° 00' 00" W, measure 579.90 feet along said east line to the Southeast corner of the West Half of the Northwest Quarter of said Section 24; thence N 00° 02' 20" E, measure 480.10 feet along the east line of said West Half, Northwest Quarter, Section 24; thence N 90° 00' 00" W, measure 589.33 feet; thence S 00° 00' 00" E, measure 1060.00 feet to the northwest corner of Panther Creek West Plat 1; thence N 90° 00' 00" E, measure 589.00 feet along the north line of said Panther Creek West, Plat 1 to the Point of Beginning ,

Containing 14.335 acres more or less. 000451

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR PANTHER CREEK WEST, PLAT 1 AND PLAT 2

WHEREAS, Harmony, Inc., is the Developer of the real estate described on Exhibit A attached hereto; and\*

WHEREAS, the Plat of Panther Creek West, Plat was recorded on March 11 1995, in the Office of the Recorder of Deeds of Sangamon County, Illinois, as Document No, 95-05792; and,

WHEREAS, subsequent to the recording of the Plat of said subdivisions the Declaration of Protective Covenants for Panther Creek Wests Plat 1 and Plat 2, was recorded as Document No. 95-06644; and,

WHEREAS, the undersigned are owners of all of the lots in Panther Creek West, Plat 1, and Harmony, Inc., is the owner of the real estate that will encompass Panther Creek West, Plat 2; and, .

WHEREAS, Section IV of the Declaration of Protective Covenants provides that said Covenants shall not be amended 70% Of the then owners of the building sites agree to change the Covenants and whole or in part; and,

WHEREAS, the undersigned desire to amend the Covenants,

NOW, ~~HEREFORE~~, for and in consideration of the benefits to be derived to the real estate by virtue of the amendment of these Covenants, the undersigned agree that the Protective Covenants of Panther Creek West, Plat 1 and mat 2, as recorded aforesaid, are hereby amended in the following respects.

I. Section ~~III of said Protective Covenants is hereby deleted, and the following language~~ is substituted in place thereof:

#### SECTION IU

In order to maintain the common areas designated by the Developer (including, but not limited to, Series 1000 lots and traffic islands) in each addition to Panther Creek West, including all future addition', and in order to enforce the Protective Covenants for all Additions to Panther Creek West, including Plats I and 2 and all future additions, Developer has formed a Homeowners Association. 'lite Homeowners' Association govern all of the lots and/or building sites in all of the additions to Panther Creek West. Once the Homeowners' Association is formed, membership in the Association is mandatory for each lot owner in any addition to Panther Creek West, and each such lot owner shall have one (1) vote; however, the Developer, Harmony, Inc., shall be entitled to four (4) votes for each lot of which it is the record owner, (including lots shown on the Preliminary Plan of

000736

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Panther Creek West Subdivision, but not, as yet, platted of record), as voting rights are set out in the Articles of Incorporation of Panther Creek West Homeowners' Association, a copy of which is attached hereto Exhibit A. The Board of Directors of the Homeowners Association shall be selected and elected in the manner set forth in the Bylaws of the Association. Board of Directors of the Homeowners' Association shall determine the annual dues to be paid by each member, the initial membership fee, and any special assessments needed for care and maintenance of common areas in the manner set forth in the Bylaws of the Homeowners' Association. If any lot owner and/or building site fails to pay the annual dues within thirty (30) days of due date, the Board may file a lien against such owner's real estate and bring suit to enforce collection. The powers of the Board of Directors, the manner of assessment and rights of members shall be governed by the Bylaws of the Homeowners' Association. The Board of Directors shall operate pursuant to its Bylaws. Three years after the date of the recording of the final plat of Panther Creek

West and thereafter, (he Board of the Homeowners' Association will serve as the Architectural Control Committee of the entire subdivision. Also, any time the formation of the Homeowners' Association, at the Developers election, Developer may convey to the Homeowners Association any or all common areas (including, but not limited to, the Series 1000 Lots and/or the traffic islands), if the same are deemed to be owned by Developer, in any addition of the subdivision.

2. Attached hereto, as Exhibit B, and ~~incorporated~~ herein by this reference are the Bylaws Of the Panther Creek West Homeowners Association,

3. Section ~~V of said Protective Covenants is hereby~~ deleted, and the following language is substituted in place thereof:

#### SECTION IV

AL In order to amend any provision of these Protective Covenants and the Protective Covenants for future additions of Panther Creek West, such amendment

must be approved by 70% of the Class A and Class B votes of the members of the Homeowners Association, (as said members are described in the Bylaws of the Homeowners' Association), except for Paragraph 22 of Section II hereinabove and all of Section III hereinabove, which shall run in perpetuity. Such amendment shall then apply to Panther Creek West, Plat and Plat 2, and all future additions to Panther Creek West.

B. Developer intends to impose these Protective Covenants upon future additions to Panther Creek West, which may be developed on the real estate which is described in Exhibit C attached hereto and incorporated herein, As each future Of Panther Creek West is developed and the plat thereof recorded, Developer shall record a document imposing these Protective Covenants upon the lots in such future plat. These Protective Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years

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from the date these Protective Covenants are recorded, after which time said Covenants shall be automatically extended for the successive period of ten (10) years unless an instrument approved by seventy percent (70%) of the Class A and Class B votes of the members of the Homeowners' Association (as said members are ~~described~~ in the Bylaws), agreeing to change said Protective Covenants in whole or in part, except for Paragraph 22 of Section 11 hereinabove and at of Section III hereinabove, which shall run in perpetuity.

4, Except for the amendments set forth hereinabove, the covenants as set forth in the Declaration of Protective Covenants dated September 21, 1994 and recorded March 8, 1995, as Document No. 95-06644, shall remain in full force and effect.

HARMONY9 Owner 1,2, 4, 6,7,19,  
20,21,22,23,24,64,65,66,70,71,86,87 and 88

By: Nancy Arenal  
Its President

Robert E. Roth  
ROBERT E. ROTH, Owner of Lot 67

K. ARMSTRONG, INC., Owner of Lot 68  
By: Kenneth H. Armstrong  
Its President

Barbara Jason  
BARBARA JASON, Owner of Lot 69

Michael Pittman  
MICHAEL PITTMAN, Owner of Lot 72

Sherry Pittman  
SHERRY PITTMAN, Owner of Lot 72

Paul Wido  
P I-jr. VIDO, Owner of Lot 89

Marla R. Vido  
MARLA R. VIDO, Owner of Lot 89

Terry L. Blome  
TERRY BLOME, d/b/a  
TERRY BLOME CONSTRUCTION, Owner of Lot 90

HOMES BY TED KOESTER, INC., Owner of Lot 91  
By: [Signature]  
Its \_\_\_\_\_

William A. DeFrates  
WILLIAM A. DEFRATES, Owner of Lot 104

Karen M. DeFrates  
KAREN M. DEFRATES, Owner of Lot 104

MOUGHAN, INC., Owner of Lot 105  
By: [Signature]  
Its Moughan, Inc.

~~KULIK~~ KULIK CONSTRUCTION, INC., Owner of Lot 106  
By: [Signature]  
Its Kulik

That part of the West Half of the Northwest Quarter of Section 24, tying South of the State road containing 50 acres, more or less; and the West Half of the Southwest Quarter of Section 24, except the West 670.15 feet of the South 670 feet thereof; all in Township 15 North, Range 6 West of the %third Principal Meridian.

Situated in Sangamon County, Illinois.

Part of the Northwest Quarter Of the Northwest Quarter of Section 253 Township 1 S North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence South 00 degrees 36 minutes 52 seconds East, 201.29 feet along the East line of said quarter-quarter section; thence South 87 degrees 06 minutes 19 seconds West, 6934 feet; thence along a tangential curve to the right having a radius of 358.31 feet, arc length of 141.47 feet and a chord which bears North 81 degrees 35 minutes 03 seconds West, 140.55 feet; thence North 70 degrees 16 minutes 24 seconds West, 380.98 feet; thence along a tangential curve to the left having a radius of 278.31 feet, arc length of 95.53 feet, and a chord which bears North 80 degrees 06 minutes 24 seconds West, 95.06 feet; thence North 89 degrees 56 minutes 23 seconds West, 4.83 feet; thence North 00 degrees 03 minutes 37 seconds East, 40.00 feet to a point on the North line of said quarter-quarter section; thence South 89 degrees 56 minutes 23 seconds East 663.58 feet along said North line to the Point of Beginning.

Situated in Sangamon County, Illinois.

NOTE: above-described Parcels I and II include the real estate that has been platted as Panther Creek West Plat I, by Plat recorded March 1, 1995, in the Office of the Sangamon County Recorder, as Document No. 95-05792.

EXHIBIT C

★★★ 000761

JUN-26-95 09:46 P

21 07 20 25 42 1 79 2 00 2

06/18/2005 11:03AM

SAUGAMON COUNTY

211ZN01S

\$32.00

CHRISTINE

MARY ANN LAMM  
SAUGAMON COUNTY RECORDER

COPY

IMPOSITION OF PROTECTIVE COVENANTS  
ON  
PANTHER CREEK WEST, PLAT S

WHEREAS, Harmony, Inc., is the owner and developer of Panther Creek West  
Subdivision; and



WHEREAS, Harmony, Inc., imposed certain Protective Covenants on Panther Creek West, Plats 1 and 2, which said Declaration of Protective Covenant for Panther Creek West, Plat I and Plat 2 was recorded on March 8, 1995, in the Recorder's Office of Sangamon County, Illinois, as Document No, 95-06644, which said Declaration of Protective Covenants was subsequently amended by Amendment to Declaration of Protective Covenants for Panther Creek West, Plat 1 and Plat 2, recorded on October 31, 1995, as Document No, 95-37920, which said Protective Covenants, as amended, are hereinafter referred to as the "Protective Covenants"; and

WHEREAS, the Amendment to Declaration of Protective Covenants for Panther Creek West, Plot 1 and Plat 2, provides in part in Section N.B. as follows:

"Developer intends to impose these Protective Covenants upon future additions to Panther Creek West, which may be developed on the real estate which is described in Exhibit C attached hereto and incorporated herein. As each future (plat) of Panther Creek West is developed and the plat thereof recorded, Developer shall record a document imposing these Protective Covenants upon the lots in such future plat,"

WHEREAS, by document dated October 29, 1996, and November 4, 1996. the Protective Covenants were imposed upon Panther Creek West, Plat 3, and Section 11(2) of the Declaration of Protective Covenants for Panther Creek West, Plat I and Plat 2, was modified insofar as the same applied to Panther Creek West, Plat 3; and

WHEREAS, Harmony, Inc., has platted Panther Creek West, Plat 5, which is legally-described as follows. to-wit:

A part of the West Half of the Northwest Quarter of Section 24, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Commencing at an iron pin marking the West Quarter Corner of said Section 24; thence North 00 degrees 00 minutes 32 seconds East, 132.52 feet along the west line of said Northwest Quarter, Section 24 to the northwest corner of Panther Creek West, Plat 3. said point being the Point of Beginning; thence North 00 degrees 00 minutes 32 seconds East\* .300.00 feet along said west line; thence North 90 degrees 00 minutes 00 seconds East, 140.53 feet; thence North 00 degrees 00 minutes 00 seconds East, 2500 feet; thence North 90 degrees 00 minutes 00 seconds East, 622.00 feet to the northwest corner of Panther Creek West, Plat 2; thence South 00 degrees 00 minutes 00 seconds West, 325.00 feet along the west line of said Panther Creek West, Plat 2 to an angle point in said west line; thence South 90 degrees 00 minutes 00 seconds West, 762.57 feet along said west line and the north line of Panther Creek West, Plat 3 to the Point of Beginning. Containing 5.609 acres, more or less.

Commencing at an iron pin marking the Southeast comer of the West Half of the Northwest Quarter of said Section 24; thence North 00 degrees 02 minutes 20 seconds East, 480.10 feet along the east line of said half-quarter section, said line also being the east line of Panther Creek West, Plat 2, to the northeast comer of said Panther Creek West, Plat 2, said point being the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds West,

170.33 feet along the north line of said Panther Creek West, Plat 2 to a point on the east right-of-way line of Foxhall Lane; thence North 00 degrees 00 minutes 00 seconds East, 890.00 feet along said east tight-of-way line; thence along said east tight-of-way line, along a tangent curve to the right having a radius of 255.00 feet, an arc length of 80.98 feet and a chord which begins North 09 degrees 05 minutes 5t seconds East, 80.64 feet; thence North 71 degrees 48 minutes 18 seconds West. 5.00 feet along said east right-of-way line; thence along said east right-of-way line along a non-tangent curve to the left having A radius of 340.00 feet, an arc length of 212.2S feet and A chord which bears North 00 degrees 18 minutes 40 seconds East, 208.82 feet; thence North 90 degrees 00 minutes 00 seconds East, 161.99 feet to a point on the east line of the aforesaid West Half, Northwest Quarter, Section 24; thence South 00 degrees 02 minutes 20 seconds West, 1180.00 feet along said east line to the Point of Beginning. Containing 4.523 acres, more or less.

The above described parcels contain a combined total area of 10.132 acres, more or less.

WHEREAS, Plat of Panther Creek West, Plat has been recorded in the Recorder's Office of Sangamon County Illinois, on May 10, 2005, as Document No. 2005R18228; and

WHEREAS, Harmony, Inc., desires to Impose the Protective Covenants on Panther Creek West, Plat 5, and to impose the same modification of Section 11.2 of the Protective Covenants as were Imposed on Panther Creek West Plat 3 and to impose one additional covenant on said Plat 5.

- 2 -

NOW, THEREFORE, for and in consideration of the benefits to be derived to the real estate by virtue of the imposition of the Protective Covenants upon the real estate, the undersigned, Harmony, Inc.. does hereby impose, upon ail the lots in Panther Creek West, Plat 5, AS described hereinabove, the Protective Covenant' for Panther Creek West Plat and Plat recorded in the Recorder's Office of Sangamon County, Illinois, as Document No. 95-06644. as amended by Amendment tv Declaration of Protective Covenants for Panther Creek West, Plat I and Plat 2, recorded in the Recorder's Office Of Sangamon County as Document No.

95•37920, which said Protective Covenants have also been imposed upon Panther Creek West, Plat 3, by Imposition of Protective Covenants on Panther Creek West, Plat 3, dated October 29, 1996, and recorded in the Recorders' Office of Sangamon County, Illinois, on November 4, 1996, as Document No, 9644738.

Additionally, Harmony, Inc., hereby modifies Section 11.2. of the Declaration of Protective Covenants for Panther Creek West, Plat I and Plat 2, insofar as the same applies to Panther Creek West, Plat 5, as follows, said modification being the same modification as has been applied to Panther Creek west, Plat 3:

NO residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 2,000 square feet for one-story dwelling. or a Bound floor area of 1,200 square feet and a total of 2,400 square feet for a dwelling of more than one story except, however, for a Cape-Cod style dwelling, the ground floor area shall contain no less than 1,550 square feet and the second floor 550 square feet. for a total of 2,100 square feet. Each garage must, At a minimum. provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.

Harmony, Inc., also hereby imposes an additional, protective covenant which shall apply to Panther Creek West, Plat 5, md shall also apply to future additions of Panther Creek West. Said covenant is as follows:

Common areas for pedestrian use by the owners shaii.be developed with sidewalks by the Developer, on parcels to be platted and known as Lots 1009, 1011 and 1013. Title to those lots will be transferred by the Developer to the Panther Creek West Homeowners' Association. Fences constructed on lots adjacent to those common areas, within 5 feet of the property boundary, shall be limited to a heiÜlt of4 feet.

IN WITNESS WHEREOF, Harmony, Inc., has caused this instrument to be executed this day of May, 2005.

HARMONY, mc.

By: Mick D.  
Its President and Secretary

NOTE: The above-described Parcels I and II include the real estate that has been platted as Panther Creek West Plat 1 , by Plat recorded March 1, 1995, in the Office of the Sangamon County Recorder, as Document No, 95-05792,



AMENDED DECLARATION OF PROTECTIVE COVENANTS for PANTHER  
CREEK WEST

KNOW ALL MEN BY THESE PRESENTS THAT:

The Panther Creek Homeowners Association being a non-profit corporation comprised of the owners and residents of land described in Section I of this Declaration and J.C. Dowson, Inc., the Developer of a portion said land, being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, their successors and assigns, hereby declares that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth. These Amended Covenants, upon approval by the requisite persons, shall wholly replace the original Declaration of Protective Covenants for Panther Creek West, which were recorded with the Sangamon County Recorder of Deeds on March 8, 1995 as Document #95-06644 and amended by an Amendment to Declaration of Protective Covenants recorded October 31, 1995 as Document #95-37920.

SECTION 1

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this Declaration is more particularly described on Exhibit A, which is attached hereto and, by this reference, incorporated herein.

The above-described real estate will be known as Panther Creek West.

SECTION 11

To insure the best use and most appropriate development and improvement of each lot; to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot: to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. No lot shall be used for other than single-family residence purposes. There shall not exist on any lot at any time more than one single-family residence.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of less than 2,000 square feet for a one-story dwelling, or a ground floor area of 1,200 square feet and a total of 2,400 square feet for a dwelling of more than one story. Each garage must, at a minimum, provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.
3. Every residential unit, including attached porches or breezeways and garages, shall observe the following setback lines: The setback line from the front lot line that is shown in the recorded plat(s) of subdivision; 10 feet to either side of the lot line; 30 feet from the rear lot line; provided, however, that in the case of corner lots, the setback from the side street line shall not be less than 15 feet. Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of 18 feet to serve at least a two-car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of 10 feet. For their entire length, all driveways shall be paved with concrete, blacktop or brick. There shall be no driveway access directly onto Cockrell Lane.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction, shall be underground.
5. Each dwelling shall be connected to public sewer.
6. All homes constructed on the real estate described hereinabove must have brick, masonry, stucco or synthetic stucco, or cultured or cast stone on at least 50% of the front of the dwelling structure. Also, all fireplaces on exterior walls of dwellings must be brick, stucco or synthetic stucco, or cultured or cast, or stone on the exterior of the dwelling. The Architectural Control Committee may, upon proper application and consideration, recommend the waiver of the foregoing requirements to the Board of Directors of the Homeowners' Association. The Board may elect to waive, on a case by case basis only, the requirements of this paragraph 6.
7. Owners agree to use only the mailboxes approved by the Architectural Control Committee. If it is necessary to replace such mailboxes, owners agree to replace the mailboxes with the same type or similar mailboxes, which replacements if different from the originals must be approved by the Architectural Control Committee.

- 8.
- (a) No dwelling shall be erected, driveway constructed, swimming pool or spa installed, satellite dish as described herein below in these Protective Covenants installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots and Golf Course, as defined below, and shall not interfere with the drainage from the adjoining lots or Golf Course. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee.
  - (b) In no event shall any owner install or maintain a swimming pool with a water surface above the surrounding grade, or a spa, hot tub or other self contained pool larger than 64 square foot of floor space and 3 feet above the surrounding grade. No satellite dish larger than 24" in diameter shall be permitted.
  - (c) With respect to lots bordering upon the Panther Creek Country Club Golf Course (the "Golf Course"), no structure, fence, wall or planting shall be erected in the rear 30 feet without the permission of the Architectural Control Committee. It is the intent of this covenant to provide a reasonable view of the Golf Course to all owners of lots bordering upon the Golf Course, and it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.
  - (d) Solar panels may only be installed and maintained upon prior written consent of the Architectural Control Committee. Said panels may only be installed on the roof of a residence.
  - (e) The Architectural Control Committee is to be composed of five persons appointed by the Board of Directors of the Homeowners Association. One member of the committee shall be a director of the HOA and two members shall be nominated by the developer. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, Board of Directors shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee,



or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the Committee, within thirty days of the submittal of said plans, such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of Paragraphs I through 9 of these Protective Covenants). In the event that a lot owner commences construction of an improvement that required approval under this paragraph 8 and said lot owner either failed to seek approval or said approval was denied, the Panther Creek West Homeowners Association shall have thirty (30) days from receipt of actual knowledge of such construction to commence a lawsuit to enjoin such construction. If such lawsuit is not commenced within such period, the provisions of this paragraph 8 will be deemed to have been complied with. All submissions under this paragraph shall be in writing and submitted to the President of the Homeowners Association, or such other place as they may designate from time to time.

9. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior. nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as a residence either temporarily' or permanently.
10. No lot owner or occupant shall permit any trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along the side of the lot for more than 48 hours. No lot owner shall permit any vehicle licensed by the Secretary of State as a commercial vehicle to be parked or stored on a lot, on a driveway or on the street adjacent to the lot for more than twenty four hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner' or occupant or used by him in his business in the garage on the premises.
11. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying of any trade, business or industry.
12. The owner of any vacant lot shall cut the grass, weeds or other ground cover to a height not to exceed ten (10) inches and maintain the same in a proper condition.
13. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat(s). Within these easements, no structure shall be placed or permitted to remain which may damage or interfere

with the installation and maintenance of utilities or easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility, by virtue of the plat(s) of said subdivision, has assumed that responsibility. An easement is hereby reserved for telephone, cable television, gas and electric lines and any other utilities to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.

14. In regard to the easements referred to in Paragraph 13 above, said easements shall be maintained by the respective owners of said lots and/or building sites, and the existing grade and elevation shall not be altered, nor shall bushes, trees, fences or other improvements be installed that interfere with said easements.
15. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other home sites in any addition to Panther Creek West and the Golf Course. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
16. There shall be installed and planted upon each lot and/or building site, and maintained by each lot and/or building site owner, landscaping as may be approved by the Architectural Control Committee. Said landscaping shall have a retail, installed cost (exclusive of sod) equal to or exceeding 3% of the sale price of the building lot. Owner shall not destroy any trees that exist on the lot unless trees hinder construction of the residence being constructed. If no trees exist on the lot, the owner shall plant at least two trees on the lot, of which at least one tree shall be planted in the front yard. Said trees shall be of a species with a mature height of no less than 15 feet. Owner shall sod front and side yards and shall seed or sod back yards within 30 days of the conclusion of construction of the residence on the lot or as soon as weather permits such seeding or sodding, whichever date is earlier.
17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. No sign of any kind shall be displayed to the public view on any building site, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
19. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

20. No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.
21. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition,
22. Notwithstanding the provisions of Paragraph 16 above, no lot owner shall cut or remove any living and healthy tree having a diameter of four inches or more measured at a point twelve inches above the ground, without the approval of the Architectural Control Committee.
23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
24. No one shall alter the flood plain as it is shown on the final recorded plat.
25. The Architectural Control Committee shall have the power to reduce side-yard requirements by not more than 25% of the required side-yard and to reduce the rear yard requirements by not more than 10% of the applicable required front or rear yard. The Architectural Control Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Committee.
26. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site on the above-described real estate and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
27. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate shall be in any way responsible

or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof or the present owner of said real estate.

28. Where a building site consists of more than one lot, the above provisions of these Protective Covenants shall be applicable to the boundary lines of a building site, rather than the platted lot lines. Accordingly, the Architectural Control Committee shall have the power to increase the side yard requirements to a minimum of 15% of the width of the building site at the building setback line where the building site consists of more than one lot, this power is in addition to the power of the Architectural Control Committee set forth in Paragraph 25 of this Section H.
29. All buildings erected on any building site shall be constructed of material of good quality, suitably adapted for use in the construction of residences, and no old building shall be placed on or moved to said premises. Accessory buildings or any other accessory structure built with solid walls shall not be erected, constructed or maintained on a lot or building site.
30. During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or shall be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. A lot owner or lot purchaser violating this covenant individually or through his contractor may be assessed by the Developer or the Homeowner's Association up to \$100.00 per day for violations, if any, occurring after notice is given of any violation.
31. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
32. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by extending a line from and to a point on each lot line adjacent to the street right-of-way, which points are 20 feet distant from the intersection of said lot lines. Further, on all lots and/or building sites, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line,

either edge of any driveway and a line connecting a point 30 feet outward from either side of a driveway and a point on the edge of the driveway toward the building 15 feet from the street right-of-way line.

33. In no event shall the permanent residents of any site own and maintain on the site more than four (4) vehicles in excess of the number of enclosed garage spaces constructed and maintained on the lot. All property owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park on the above-described real estate shall provide and use an enclosed garage for the storage of same when not in motion. This covenant shall not be construed as allowing more than one attached garage on each lot or building site.
34. No antennas, transmitting, receiving or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.
35. Series 1000 Lots, as depicted on the Plat, will be constructed by the Developer to be used for common area spaces, drainage and storm water retention. Said Series 1000 Lots and any and all islands located in or being part of the right of way of any street in any addition to the subdivision (hereinafter referred to as "the traffic islands") will initially be maintained by the Developer, including mowing, weed control, cleanliness and other such maintenance and payment of real estate taxes. Upon formation of the Homeowner's Association, as described in Section III herein below, said Association shall maintain said Series 1000 Lots and the traffic islands.
36. The failure of the Architectural Control Committee, any building site owner or the present owner of the above-described real estate to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject shall, in no event, be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

#### SECTION 111

In order to maintain the common areas (including, but not limited to, Series 1000 lots and traffic islands) in each addition to Panther Creek West, including all future additions, and in order to enforce the Protective Covenants for all Additions to Panther Creek West, including all future additions, a Homeowners' Association has been formed. The Homeowners' Association shall govern all of the lots and/or building sites in all of the additions to Panther Creek West. Membership in the Association is mandatory for each lot owner in any addition to Panther Creek West, and each such lot owner shall have one (1) vote; however, the Developer shall be entitled to four (4) votes for each lot of which it is

the record owner, (including lots shown on the Preliminary Plan of Panther Creek Subdivision, but not, as yet, platted of record), as voting rights are set out in the Articles of Incorporation and Bylaws of Panther Creek West Homeowners' Association. The Board of Directors of the Homeowners' Association shall be selected and elected in the manner set forth in the Bylaws of the Association. The Board of Directors of the Homeowners' Association shall determine the annual dues to be paid by each member, the initial membership fee, and any special assessments needed for care and maintenance of common areas in the manner set forth in the Bylaws of the Homeowners' Association. If any lot owner and/or building site owner fails to pay the annual dues within thirty (30) days of the due date, the Board may file a lien against such owner's real estate and bring suit to enforce collection. The powers of the Board of Directors, the manner of assessment and rights of members shall be governed by the Bylaws of the Homeowners' Association. The Board of Directors shall operate pursuant to its Bylaws. Any time after the formation of the Homeowners' Association, at the Developer's election, Developer may convey to the Homeowners' Association any or all common areas (including, but not limited to, the Series 1000 Lots and/or the traffic islands), if the same are deemed to be owned by the Developer, in any addition of the subdivision.

#### SECTION IV

- A. In order to amend any provision of these Protective Covenants, such amendment must be approved by 70% of the Class A and Class B votes of the members of the Homeowners' Association, (as said members are described in the Bylaws of the Homeowners' Association). Such amendment shall then apply to all Panther Creek West additions.
  
- B. Developer intends to impose these Protective Covenants upon future additions to Panther Creek West, which may be developed on the real estate which is described in Exhibit A attached hereto and incorporated herein. As each future addition of Panther Creek West is developed and the plat thereof recorded, Developer shall record a document imposing these Protective Covenants upon the lots in such future plat. These Protective Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded, after which time said Covenants shall be automatically extended for the successive period of ten (10) years, unless an instrument approved by seventy percent (70%) of the Class A and Class B votes of the members of the Homeowners' Association (as said members are described in the Bylaws), agreeing to change said Protective Covenants in whole or in part.

#### SECTION V

All lot owners voluntarily assume all risks of accident or damage to their person or property and that of their family and guests resulting from golf balls struck by golfers utilizing the

facilities of Panther Creek Country Club, which Golf Course adjoins a portion of Panther Creek West on the East. Such lot owners agree to hold harmless the Homeowners Association, its members, officers, directors and, its successors and assigns, from any claim, liability' or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guests, may sustain.

#### SECTION VI

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event that the Homeowners Association elects to retain attorneys to prosecute any violation, and such prosecution is substantially successful, the person violating these covenants shall reimburse the Homeowners' Association for all attorney' fees and costs incurred. Any use or improvement by any lot owner which was allowed by the original declaration of protective covenants shall continue to be allowed under these amended covenants as permitted non-conforming use. Notwithstanding any provision of these amended covenants which may prohibit or limit such use or improvement, no enforcement action shall be taken against such a permitted non-conforming use. In the event that the non-conforming use is abandoned by the lot owner for a period of more than 12 continuous months, the protections of this paragraph shall expire at the end of the said 12 month period.

#### SECTION VII

Invalidation of any one of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

32 Panther Creek West Homeowners' Association, Inc. IN WITNESS WHEREOF, Panther Creek west Homeowners Association, has caused its name to be affixed hereto this 21st day of September, 1994, pursuant to authority of its Board of Directors. These Protective Covenants were revised and approved by the members of Panther Creek West Homeowners Association April 26, 2018.

PANTHER CREEK WEST  
HOMEOWNER ASSOCIATION

J.C. DOWSON, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its President Its President