

THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:

Victoria C. Bresnahan  
MELTZER, PURTILL & STELLE LLC  
300 S. Wacker Drive, Suite 2300  
Chicago, Illinois 60606-6704



Image# 055144550017 Type: AMD  
Recorded: 06/08/2016 at 12:55:37 PM  
Receipt#: 2016-00033205  
Page 1 of 17  
Fees: \$92.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder

File 7298349

COPY

ABOVE SPACE FOR RECORDER'S USE ONLY

### SPECIAL AMENDMENT NO. 1 TO DECLARATION OF COVENANTS FOR EASTHAVEN

This Special Amendment is made and entered into by Pulte Home Corporation, a Michigan corporation (“Declarant”).

#### RECITALS

Declarant recorded the Declaration of Covenants for Easthaven (the “Declaration”) on January 16, 2015 in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 7163357 affecting the Development Area as shown on Exhibit A attached hereto.

In Section 10.01 of the Declaration, Declarant reserved the right and power to record a Special Amendment to the Declaration to, among other things, (i) amend errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, and (ii) bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. The Declarant desires to exercise this right and power.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Terms. All Terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Amendment to Section 8.04. Section 8.04 shall be amended and restated in its entirety to be and read as follows:

“8.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats, birds or fish, as household pets (“Pets”) but not for breeding purposes. Farm animals, snakes, other reptiles, exotic animals and wild animals are prohibited. Owners shall keep no more than the maximum number of Pets which is allowable under the ordinances of the Municipality, as may be amended from time to time; and if there is no ordinance in the Municipality, then no more than three (3) dogs, or three (3) cats,

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or a combination of dogs and cats not to exceed three (3) in total in any Home. The owner of any Pet shall immediately remove any bodily waste deposited by its Pet on any Lot, Community Area, parkways, cul-de-sac islands or dedicated streets. The Managers may from time to time adopt rules and regulations governing (a) the keeping of Pets in the Home, which may include prohibiting certain species of Pets from being kept in the Home and (b) the use of the Community Area by Pets.”

3. Amendment to Section 8.09. Section 8.09 shall be amended and restated in its entirety to be and read as follows:

“8.09 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state and local regulations, laws and ordinances, no satellite dish, television antenna or other similar device shall be attached to or installed (i) on any portion of the Community Area or (ii) on any portion of a Lot which is visible from the front of the Home. The installation of satellite dishes, television antennae and other similar devices shall be subject to additional reasonable rules and regulations adopted from time to time by the Managers. The restrictions set forth in this Section shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.”

4. Addition of Exhibit E. The Declaration shall be amended to include a copy of the Operating Agreement for the Association as Exhibit E.

5. Covenants to Run with Land. The covenants, conditions, restrictions, and easements contained in the Declaration, as amended by this Amendment, shall run with and bind the Premises.

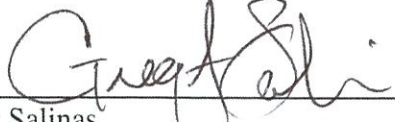
6. Continuation. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms.

SIGNATURE PAGE TO FOLLOW

Dated: June 7, 2016

**DECLARANT:**

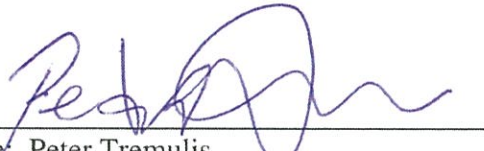
PULTE HOME CORPORATION, a Michigan corporation

By: 

Name: Greg Salinas

Title: Division President

and

By: 

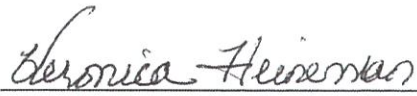
Name: Peter Tremulis

Title: Vice President of Land

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, Veronica Heineman, the undersigned, a Notary Public in and for said County and State, do hereby certify that Greg Salinas and Peter Tremulis, as Division President and Vice President of Land for Pulte Home Corporation, a Michigan corporation (the "Corporation"), appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7<sup>th</sup> day of June, 2016.

  
Notary Public

Notary Public



EXHIBIT A  
TO  
DECLARATION OF COVENANTS FOR LINCOLN SQUARE

The Development Area

LOTS 1 – 40, BOTH INCLUSIVE, AND OUTLOT E IN EASTHAVEN SUBDIVISION, A SUBDIVISION IN THE SOUTH 660 FEET OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 2014 AS DOCUMENT NO. 7102105. (“EASTHAVEN SUBDIVISION”).

PIN:

LOT			
NUM	STREET ADDRESS		PIN
1	1975	Jordan Terrace	15-21-307-015
2	1969	Jordan Terrace	15-21-307-016
3	1968	Jordan Terrace	15-21-306-010
4	1974	Jordan Terrace	15-21-306-008
5	1980	Jordan Terrace	15-21-306-006
6	1986	Jordan Terrace	15-21-306-004
7	1992	Jordan Terrace	15-21-306-002
8	1993	Wright Boulevard	15-21-306-001
9	1987	Wright Boulevard	15-21-306-003
10	1981	Wright Boulevard	15-21-306-005
11	1975	Wright Boulevard	15-21-306-007
12	1969	Wright Boulevard	15-21-306-009
13	1966	Wright Boulevard	15-21-305-010
14	1972	Wright Boulevard	15-21-305-008
15	1978	Wright Boulevard	15-21-305-006
16	1984	Wright Boulevard	15-21-305-004
17	1990	Wright Boulevard	15-21-305-002
18	1991	Easthaven Drive	15-21-305-001
19	1985	Easthaven Drive	15-21-305-003
20	1979	Easthaven Drive	15-21-305-005
21	1973	Easthaven Drive	15-21-305-007
22	1967	Easthaven Drive	15-21-305-009
23	1970	Easthaven Drive	15-21-308-007
24	1976	Easthaven Drive	15-21-308-006
25	1982	Easthaven Drive	15-21-308-003
26	191	Hoffman Drive	15-21-308-002
27	197	Hoffman Drive	15-21-308-001
28	1990	Jordan Terrace	15-21-308-004
29	1906	Jordan Terrace	15-21-308-005
30	1903	Jordan Terrace	15-21-307-001
31	1909	Jordan Terrace	15-21-307-002
32	1915	Jordan Terrace	15-21-307-003
33	1921	Jordan Terrace	15-21-307-004
34	1927	Jordan Terrace	15-21-307-005

35	1933	Jordan Terrace	15-21-307-006
36	1939	Jordan Terrace	15-21-307-007
37	1945	Jordan Terrace	15-21-307-008
38	1951	Jordan Terrace	15-21-307-009
39		Jordan Terrace	15-21-307-011
40		Jordan Terrace	15-21-307-012
		Outlot E	15-21-307-013

EXHIBIT E  
TO  
DECLARATION OF COVENANTS FOR EASTHAVEN  
Operating Agreement of Easthaven Homeowners' Association, LLC  
(see attached)

**OPERATING AGREEMENT  
OF  
EASTHAVEN HOMEOWNERS' ASSOCIATION, LLC**

This Operating Agreement is entered into as of January 12, 2015 in Schaumburg, Illinois, between Easthaven Homeowners' Association, LLC, an Illinois limited liability company (the "Association"), and Pulte Home Corporation, a Michigan corporation, its sole Member (sometimes referred to herein as the "Declarant").

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on January 14, 2015; and

B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
NAME OF ASSOCIATION**

The full legal name of the Association is Easthaven Homeowners' Association, LLC.

**ARTICLE II  
PURPOSE AND POWERS**

2.01 **PURPOSES**: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration of Covenants for Easthaven ("Declaration") recorded with the Office of the Recorder of Deeds for Lake County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 **POWERS**: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois Limited Liability Company Act (the "Act"), the Declaration and this Operating Agreement.

2.03 **TAX STATUS**. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a "homeowners association" under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III  
OFFICES

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

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV  
MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Lot shall automatically be a "Member" of the Association.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a "Voting Member", as defined in the Declaration; provided, that, prior to the First Meeting (as hereafter defined), the voting rights shall be vested exclusively in the Declarant and the Voting Members shall have no voting rights. From and after the First Meeting, each Voting Member, including those designated by Declarant with respect to Lots owned by Declarant, shall be entitled to one vote for each Lot which the Voting Member represents. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members ("First Meeting") shall be held upon not less than twenty-one (21) days' written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members ("Annual Meeting") on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.



4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board. A notice of meeting may include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

## ARTICLE V BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of three (3) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS MANAGER: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

- (a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The two (2) candidates receiving the greatest number of votes shall each serve a two-year term and the candidate receiving the next greatest number of votes shall serve a one- year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, the Voting Member for each Lot shall be entitled to the number of votes equal to the number of Managers to be elected. Cumulative voting shall not be permitted.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time to time, by a majority of the Board, provided that (i) the Board shall hold a meeting within thirty (30) days of the Annual Meeting, and (ii) not less than three (3) Board meetings (in addition to the Annual Meeting) shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally, by email, or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

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

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

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Common Expenses;
- (f) To set, give notice of, and collect from the Members, Common Assessments and other assessments, as provided in the Declaration;
- (g) To pay the Common Expenses;
- (h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;
- (i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;
- (j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of this Operating Agreement;
- (k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and
- (l) To convey all or substantially all of the Association's assets to, or to merge with, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

## ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have

such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

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

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

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

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

## ARTICLE VII COMMITTEES DESIGNATED BY BOARD

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

7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

7.03 TERM: Each member of a committee shall continue as such until the next

Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRPERSON: Except as otherwise provided in Section 7.02, one member of each committee shall be appointed chairperson.

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

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

7.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

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

ARTICLE IX  
FISCAL MANAGEMENT

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

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

9.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

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

(b) The status and amount of any and all Capital Reserves.

9.04 ASSESSMENT PROCEDURE: Common Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE X  
TRANSFER OF MEMBERSHIP

10.01 MEMBERSHIP: The Owner of each Lot shall automatically be a Member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Lot within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Lot shall be invalid, null and void, and of no force and effect.

10.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 10.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XI  
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and

any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

12.02 VALIDITY. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

12.03 JURISDICTION AND VENUE. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XIII  
AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act.

(Signature Page immediately follows)



IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

Easthaven Homeowners' Association, LLC,  
LLC, an Illinois limited liability company

By: Pulte Home Corporation, a Michigan  
corporation

By:   
Its: Division President

And

By:   
Its: Vice President of Land

MEMBER/DECLARANT:

Pulte Home Corporation, a Michigan  
corporation

By:   
Its: Division President

and

By:   
Its: Vice President of Land