

**SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR
MEADOW CREEK COMMUNITY ASSOCIATION**

THIS SECOND AMENDMENT TO THE DECLARATION, made and entered into this 10th day of December, 2015, by MEADOW CREEK COMMUNITY ASSOCIATION, an Illinois not-for-profit corporation:

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Meadow Creek Community Association was recorded in the Office of the Recorder of Deeds of Will County, Illinois on November 3, 1988 as Document No. R88-53128 ("the Declaration"); and

WHEREAS, The First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Meadow Creek Community Association was recorded in the Office of the Recorder of Deeds of Will County, Illinois on March 1, 1994 as Document No. R94-045043 ("the Declaration"); and

WHEREAS, pursuant to Article V Section 8 and Article VI Section 4 of the Declaration, the Association, through its Board of Directors, has the right to make amendments to the Declaration; and

WHEREAS, the Board of Directors has determined that the amendments made herein do not pertain to provisions of the Declaration which grant rights to holders of first mortgages; and

WHEREAS, prior to the recording of this Amendment, the Board has adopted and approved the amendments contained herein; and

WHEREAS, pursuant to notice, the amendments contained herein have been approved by the record owners in fee simple of at least two-thirds (2/3) of the lots in Meadow Creek at a meeting called for that purpose as provided in the Declaration; and

WHEREAS, this Second Amendment to the Declaration has been duly executed and acknowledged by the record owners approving the amendments herein.

NOW THEREFORE, MEADOW CREEK COMMUNITY ASSOCIATION, an Illinois not-for-profit corporation, hereby declares that the purpose and goal of this Amendment is to amend the First Amendment to the Declaration and restate it in its entirety as follows:

1. Article I. **GENERAL PURPOSES OF THIS DECLARATION** be and is hereby restated in its entirety as follows:

ARTICLE I

GENERAL PURPOSES OF THIS DECLARATION

Meadow Creek hereinabove described is subjected to the covenants hereby declared to insure proper use and appropriate development and improvement of every part thereof; to protect the owners of property in Meadow Creek against such improper use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Meadow Creek; to encourage the erection of attractive improvements thereon; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to insure desired high standards of maintenance for the benefit and convenience of all owners of lots in Meadow Creek; and in general, to provide adequately for a residential subdivision of the highest quality and character.

2. Article II. **DEFINITIONS** is hereby deleted in its entirety and in its place instead the following Article II. **DEFINITIONS** be and is hereby passed, adopted and incorporated:

ARTICLE II

DEFINITIONS

ADJACENT TO RUNWAY. The following lots shall be considered adjacent to the runway:

31, 32, 33, 37, 38, 70, 71, 72, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107.

ASSOCIATION. Meadow Creek Community Association, an Illinois non-profit corporation, its successors and assigns.

BUILDING. Any structure having a roof, supported by columns or by walls and intended for shelter, housing or enclosure of any person, animal or chattel.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the structure. Chimneys and ornamental architectural projections shall be included in calculating the height.

DECLARANT. South Holland Trust & Savings Bank, not individually but as Trustee under Trust Agreement dated August 4, 1988 and known as Trust No. 9051, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 30, 1987 and known as Trust No. 104353-03 (hereinafter collectively referred to as "Trustee").

DWELLING. A building or portion therefore designed or used exclusively for residential uses, including single-family dwellings, but not including mobile homes or other trailers, or lodging rooms in hotels, motels or lodging houses.

DWELLING, DETACHED. A dwelling which is surrounded on all sides by open spaces on the same lot.

DWELLING, SINGLE-FAMILY. A dwelling containing one dwelling unit only.

DWELLING UNIT. One or more rooms which are arranged, designed or used as living quarters for one family only. Individual bathrooms and complete single kitchen facilities, permanently installed to serve the entire family, shall always be included within each dwelling unit.

FAMILY. One or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

FRONT BUILDING LINE. A line on a lot as delineated in the recorded plat of subdivision which denotes the required depth of a front yard.

HANGAR. A structure attached to the dwelling, having a roof, supported by walls and intended for the shelter, housing or enclosure of aircraft.

LIVING AREA. A portion of a dwelling which is enclosed and customarily used for dwelling purposes, and having not less than eight feet head room, but shall not include open porches, open terraces, breezeways, attached garages, attached hangars, carports, dwelling accessory buildings or completely below ground level at any point, except as to multi-level homes.

For multi-level homes, any finished area no more than three (3) feet below ground level will be considered as part of the first floor living area.

LOT. A parcel of land, under common fee ownership, occupied by or intended for the occupancy by one dwelling and having frontage upon a private or public street or road.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

LOT LINE, FRONT. That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat. On corner lots, the owner may select either street lot line as the front lot line.

LOT LINE, REAR. That boundary line of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be a line 10 feet in length within the lot, parallel to and at the maximum distance from the lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or a rear lot line.

MULTI-LEVEL. A house built on multiple levels in which the main entrance is situated above the lower level and below the upper levels. Levels are to be finished living areas and the lower level shall be no more than three (3) feet below ground level. This definition includes houses commonly known as bi-levels and tri-levels.

STORY. That portion of a building included between the surface of a floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement or cellar shall not be counted as a story.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use.

STRUCTURE. Anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A mailbox or other such device, detached or projecting, shall be construed to be a separate structure.

3. Article III GENERAL RESTRICTIONS AS TO MEADOW CREEK be and is hereby deleted in its entirety and in its place instead the following Article III CONSTRUCTION RESTRICTIONS be and is hereby passed, adopted and incorporated:

ARTICLE III

CONSTRUCTION RESTRICTIONS

1. **LAND USE AND BUILDING TYPE.** All lots in Meadow Creek, except those designated for other uses, shall be used for private residence purposes only, and no building shall be erected, re-erected or maintained thereon except Single-Family Dwellings.

No hangar, garage, tent, trailer, barn or any such living or storage facility may be built or used as temporary living or storage quarters prior to the building of a residence. No commercial operations of any kind will be allowed on homesites.

2. **BUILDING HEIGHT.** No structure shall be more than two and one-half stories. No structure constructed on a lot adjacent to the runway will be more than the height as recommended by the Illinois Department of Transportation and the sole responsibility for conformance rests with the lot owner.

3. **DWELLING AND HANGAR SIZE.** The following shall be the minimum sizes for dwellings and the maximum size for hangars:

- A. For a one-story dwelling, at least:
 - 1) 2,800 square feet of living area if dwelling does not have an attached hangar; or
 - 2) 2,400 square feet of living area if dwelling does have an attached hangar.
- B. For a dwellings more than one story:
 - 1) For a one and one-half story dwelling or a multilevel dwelling, at least 3,000 square feet of living area, with not less than 2,000 square feet of living are on the first floor.
 - 2) For a two story dwelling or a two and one-half story dwelling, at least 3,000 square feet of living area, with not less than 1,500 square feet of living area on the first floor.
- C. If a hangar is to be constructed on any lot, it shall be attached and no larger than a total of 3,000 square feet in area or 48,000 cubic feet in volume.

4. **LOCATION ON LOT.**

Adjacent to Runway. No structure constructed on a lot adjacent to the runway will be located such that any part of the structure would be closer than fifty (50) feet from the lotline that runs parallel to the centerline of the runway.

Front Yards. No building shall be located on a lot nearer to a paved street than the front building line shown on the recorded plat of subdivision of Meadow Creek or 40 feet, whichever is greater.

Side Yards. There shall be provided on every lot two side yards, each of which shall be ten percent (10%) of the lot width or 15 feet, whichever is the lesser. On a corner lot, the side yard abutting a street or road, shall be not less than 40 feet. Where easements for taxiway and drainage are shown on the recorded plat of subdivision of Meadow Creek, and such easements are located along the side lot lines, side yards shall be not less than the size of said taxiway and drainage easements, or the minimum depth hereinabove in this paragraph described, whichever is greater.

Rear Yards. There shall be provided on every lot a rear yard not less than 40 feet in depth. Where easements for taxiway and drainage are shown on the recorded plat of subdivision of Meadow Creek, and such easements are located along the rear lot lines, rear yards shall be not less than the size of said taxiway and drainage easements, or forty (40) feet, whichever is greater. Lots 93 through 107 and Lot 33 shall have a rear yard not less than fifty (50) feet in depth.

Landscaping. All trees must be placed at least forty-five (45) feet from the centerline of all roadways. No planting shall be made in or within five (5) feet of the dedicated easements in the rear or side yards.

Side Drive. Any side drive constructed must be a minimum of two (2) feet from the side lot line.

5. **GRADING OF LOT.** Each owner of any platted lot hereinabove described shall undertake to grade the front and rear yards of each lot, in accordance with established and recognized engineering practices in order that proper drainage for surface water shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the DECLARANT is herewith held harmless from any and all consequences to adjacent lots and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration as provided. In the event that dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the lot or used as terracing immediately adjacent to the house foundation only.

6. **A. Address Plates.** There shall be an address plate containing the house address of the dwelling. It must be visible from the street. It may be located on the door of the dwelling or on the wall of the dwelling, or free-standing in the front or side yard, provided that the location and height have been approved by the Association. The height of the lettering should be in the range of four (4) to eight (8) inches.

B. Nameplates. There shall not be more than one nameplate on each lot. It shall contain the name or names of the occupants. It may be located on the door of the dwelling, or freestanding in the front or side yard, provided that the location and height have been approved by the Association.

C. Television or Radio Antennae and Towers, Laundry Drying

Facilities. No television or radio antennae, or tower, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise, unless approved in writing by the Association.

D. Flag Poles. Flag poles are permitted, provided that the pole is not

more than twenty-five (25) feet in height, unless otherwise approved by the Association. Further, the pole may not be located closer than seventy-five (75) feet from the lotline that runs parallel to the centerline of the runway or fifty (50) feet from the centerline of the road.

7. **TEMPORARY STRUCTURES.** No trailer, basement of an uncompleted building, tent, shack, garage, barn and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Trailers, temporary buildings or structures may be located in Meadow Creek and used during construction, but shall be removed upon the termination of construction. Tie downs on vacant lots are prohibited.

8. **ARCHITECTURAL CONTROLS.** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall or other structure, or landscaping, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, nor shall any exterior color changes be made, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot and the proposed color change shall have been submitted to and approved in writing by the Association. The Association shall have the right to refuse to approve any such construction plans or specifications, grading plan, color change or landscape plan, which are not suitable or desirable, in the opinion of the association, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, color change or landscape plan, the Association shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, the effect of the building, other structure, landscaping or color change on the outlook from adjacent or neighboring properties.

All plans, specifications and other material shall be filed in the office of the Association for approval or disapproval by the Association. A report in writing setting forth the decision or decisions of the Association and the reasons therefore shall thereafter be transmitted to the applicant by the Association within 30 days after the date of filing the plans, specifications and other materials by the applicant. In the event: (a) the Association fails to approve or disapprove the final plans, specifications and other material within 30 days, as required in this Declaration; or (b) no suit to enjoin construction has been filed within 90 days after commencement of such construction, approval shall not be required, and the requirements of this Declaration shall be deemed to have complied with.

9. CONSTRUCTION MATERIAL RESTRICTIONS.

A. The Association recommends the use of natural siding materials, such as brick, stone, and wood. The use of aluminum, vinyl, plywood, pressboard or other similar materials as siding is prohibited.

B. Architectural designs should include a significant amount of stone or brick. These finishes should extend around the entire first floor exterior unless the Association determines this would detract from an exceptional or unique design.

C. The Association recommends top quality roofing materials, such as cedar shakes, concrete, clay tiles with copper flashing, or laminated asphalt shingles.

D. The Association has the unrestricted right, within its sole and unlimited opinion and discretion, to deem unacceptable:

- 1) the construction plans or any part thereof of the dwelling, or
- 2) such design or proportions, or
- 3) unsuitable construction materials or exterior color schemes,

as shall depreciate or adversely affect the values of other sites or dwellings in the subdivision.

10. UNDERGROUND WIRING. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in Meadow Creek other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

11. RUNWAY ACCESS. Direct runway access from any lot will not be allowed. Runway access is provided through seven (7) designated access ramps.

12. EASEMENT FOR MAINTENANCE. The Trustee hereby reserves and grants to the Association, its agents and employees the right and easement to enter upon any lot in Meadow Creek at any reasonable time and from time to time in order to provide exterior maintenance, repairs and lawn and landscaping care.

13. **AIR RIGHTS.** Each lot in Meadow Creek is hereby subjected to a permanent easement appurtenant to each adjoining lot to permit the construction, existence, maintenance and repair of structures located on such adjoining lot, including roof structures which overhand and encroach upon the servient lot, provided that the construction of such structures is permitted and approved as elsewhere herein provided.

14. **CONTRACTOR'S BOND.** Each general contractor or lot owner building in Meadow Creek shall post a One Thousand (\$1,000.00) Dollar bond per lot with the Association to be used to repair any damage to Association property prior to the commencement of work on any lot.

4. Article IV. EASEMENTS be and is hereby restated in its entirety as follows:

ARTICLE IV

EASEMENTS

TAXIWAY EASEMENT. The plat of Meadow Creek recorded as Document No. R88-37641 hereinabove more fully described, designates certain areas as taxiway easements. The Trustee hereby declares that an easement does exist for use as a taxiway, as designated on the aforesaid plat of subdivision of Meadow Creek.

5. Article V. MEADOW CREEK COMMUNITY ASSOCIATION be and is hereby deleted in its entirety and in its place instead the following Article V MEADOW CREEK COMMUNITY ASSOCIATION be and is hereby passed, adopted and incorporated:

ARTICLE V

MEADOW CREEK COMMUNITY ASSOCIATION

1. **CREATION AND PURPOSES.** There shall be formed an Illinois not-for-profit corporation to be known as the Meadow Creek Community Association (herein referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in Meadow Creek or dedicated by the Trustee for the common use of all residents and owners of property therein, and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Meadow Creek.

2. MEMBERSHIP.

A. Meadow Creek. Every person or entity, including the Trustee, its successors and assigns, who is a record owner of a fee or an undivided fee interest in any lot in Meadow Creek shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot shall be the sole qualification for membership.

B. Meadow Creek Future Additions. Trustee reserves the right to add additional property to said Meadow Creek and to subdivide said property by the recording of separate plats of subdivision covering said additional property. If any additional property is added to said Meadow Creek, said additional property shall become subject to these covenants as if said property were originally platted as part of Meadow Creek.

3. VOTING RIGHTS. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all of those owners in Meadow Creek defined in paragraph 2(a) of this Article V except the Trustee, its successors and assigns. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership as defined in said paragraph 2 provided that, where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Class B. Class B Members are those members who are aircraft owners who keep their plane at Meadow Creek.

4. POWERS OF THE ASSOCIATION. The Association shall have the following powers and obligations:

A. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to be taxed on such real estate as may be owned by it.

B. To exercise the architectural controls vested in it under Article III, paragraph 8 of this Declaration.

C. To delegate the exercise of its powers to Committees appointed in accordance with its by-laws.

5. METHOD OF PROVIDING GENERAL FUNDS.

A. For the purpose of providing a general fund to enable the Association to exercise the powers, make and maintain the improvements and to render the services and facilities herein provided for, the Board of Directors of the Association shall determine each year the total amount required for such year and may levy an annual assessment, payable monthly or at any other regular interval as may be fixed by the Board of Directors, uniformly against each lot in Meadow Creek in such amount or amounts as shall be approved by the affirmative vote of two-thirds (2/3) of the members present at a meeting of the Association duly called and held in accordance with the By-Laws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time. The general fund may include a reasonable reserve for items of expense which do not recur annually. For calendar year 1993, this fee is set at \$40.00 per month.

B. Assessments for the maintenance of the runway and the taxiway shall be separately levied on Class B Members as follows:

Airplane Owners shall pay the full monthly assessment and shall be entitled to all the privileges of such membership. For calendar year 1993 this fee is set at \$20.00 per month.

Associate Members applies to all other lot owners, and they shall pay a monthly fee equal to 50% of the fee paid by Airplane Owners. For calendar year 1993 this fee is set at \$10.00 per month.

C. Payment of assessments or installments thereof shall be due within thirty (30) days after receipt of notice of assessment and thereafter shall become delinquent. Delinquent assessments shall be assessed late charges at the rate of Ten (\$10.00) Dollars per month from the due date thereof to the date of payment. The Association shall have a lien on each lot against which assessments are levied to secure payment thereof. Said lien shall include amounts assessed as late charges and the costs thereof. When delinquent, payment of both assessments and late charges may be enforced against the lot owner personally or by recording a lien on said lot. It shall be the duty of the Association to bring suit to enforce any lien before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds of Will County whenever any assessments are delinquent.

D. The liens herein provided shall be subject and subordinate to the lien of any mortgage or trust deed in the nature of a mortgage now existing or which may hereafter be placed on the lots prior to the effective date of such liens. In the event of the issuance of a deed pursuant to the foreclosure of such mortgage or trust deed in

the nature of a mortgage, or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which accrued prior to the recording of such deed. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall be filed for the collection of such assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment on such suit.

6. **MAINTENANCE OF LOTS.** If the owner of a lot in Meadow Creek shall fail to maintain the same and the improvements thereon in a manner satisfactory to the Board of Directors of the Association, the Association, through its agents and employees is hereby granted the right to enter upon such lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs therefore shall be charged against the owner of said lot by invoice in the manner hereinabove set forth in paragraph 5(c) hereof and the Association shall have a lien upon such lot enforceable in the manner and to the extent set forth in paragraph 5 hereof.

7. **EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR.** The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

8. **PROCEDURE FOR AMENDMENTS.** This Article V may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds (2/3) of the lots in Meadow Creek. The agreement or agreements to amend shall be duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds, Will County, Illinois, except that no amendment shall be valid, the effect of which would be (a) to permit dwellings to be erected and maintained on Community Grounds; or (b) to relieve the Association of its responsibility to maintain the Community Grounds, the entrance median strips, the landscaped center areas on the cul-de-sacs, the private lighting on all dedicated rights-of-way and to properly maintain all taxiways.

6. Article VI. GENERAL PROVISIONS be and is hereby deleted in its entirety and in its place instead the following Article VI GENERAL PROVISIONS be and is hereby passed, adopted and incorporated:

ARTICLE VI

GENERAL PROVISIONS

1. All easements described in this Declaration and/or contained in the plat of subdivision of Meadow Creek, recorded as Document No. R88-37641, are easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the respective owners of lots in Meadow Creek; mortgagees, from time to time, of any Dwelling Units constructed on lots, and their respective heirs, successors, personal representatives or assigns, perpetually in force and effect.

2. Each of the covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 3 of this Article VI for an initial period of twenty (20) years from the date hereof and thereafter for successive periods of ten (10) years each.

3. The covenants herein set forth shall run with the land and bind the Trustee, its successors, grantees and assigns, and all parties claiming by, through or under them, as to Meadow Creek and all future additions as provided by Article V, 2(b) herein. The Trustee or its successors or assigns, and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot any structure which is and remains in violation of the covenants above set forth, or which shall be contained in the plat or any amendment or supplement to this Declaration, or any one or more of such covenants, for a period of thirty (30) days after actual receipt of written notice of such violation from the Association by the owner of such lot, then the Trustee, its successors or assigns, or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Trustee, its successor or assign, or the Association, and such owners to enforce any of the covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

4. **AMENDMENTS.** The record owners in fee simple of the residential or commercial lots in Meadow Creek may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part or all of said covenants all or any part of the real property subject thereto, and only at the following time, in the following manner, and subject to the following limitations:

A. Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths (3/4) of said lots in Meadow Creek consent thereto;

B. Any such change or changes may be made effective at the end of said initial twenty (20) year period or any such successive ten (10) year period if the record owners in fee simple of at least two-thirds (2/3) of said lots in Meadow Creek consent thereto;

C. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners (and, if required, by mortgages of such consenting owners) and recorded in the Office of the Recorder or Deeds of Will County, Illinois; provided, however, that Article V hereof may be amended at any time in the manner therein set forth, and provided further, however, that no amendment shall be valid, the effect of which would be to permit dwellings to be erected and maintained on Community Grounds or relieve the Association of its responsibility to maintain the Community Grounds in accordance with local, state and federal governmental standards and regulations; to provide for the maintenance of the entrance median strips; to provide for the maintenance of the landscaped center areas on the cul-de-sacs; to provide and maintain private lighting on all dedicated rights-of-way; to properly maintain all taxiways; and to provide for the removal of garbage and debris; and provided further that no amendment shall be valid, the effect of which would be to restrict, limit or nullify the right of the Trustee to make future additions as provided by Article V 2(b) herein, to prohibit the operation of aircraft to land or depart runway or to use taxiway to gain access to hangars or storage areas of aircraft, or attempt to preclude use of the airstrip for its intended purpose. A recordable certificate by an accredited abstractor or title guaranty company doing business in Will County, Illinois, as to record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this paragraph 4. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in Meadow Creek and shall run with the land and bind all persons claiming by, through or under any one or more of them.

5. All covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Meadow Creek and none of said covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property as purchased or acquired subject to all covenants, liens and other provisions of this Declaration, except as hereinabove set forth in paragraph 5(d) of Article V hereof.

6. If a court of competent jurisdiction shall hold invalid or enforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

7. The Trustee hereby reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Trustee, its successors or assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Will County, Illinois, and Trustee or its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the Association or in such other non-for-profit corporation.

8. Each owner if a lot in Meadow Creek shall file the correct mailing address of such owner with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of such address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner, at the last address filed by such owner with the Association shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

9. Each lot owner shall provide a minimum of two yard lights per lot approved by the Association, which shall be located at least thirty-five (35) feet from the centerline of the roadway or five (5) feet from the property line of any road adjoining the lot. The yard lights must be installed at the time of landscaping. Weather permitting, landscaping should be completed within (60) days after issuance of an occupancy permit, but under no circumstances more than one year.

10. A. Only the fee simple title owners (or beneficiaries of a land trust if title is so held) of Meadow Creek, and their guests shall have the right to use the landing field and such owner or owners use shall be limited to two civil aircraft either owned or leased by such owner or owners. Meadow Creek Association shall have the right to grant permission to such owner or owners for additional aircraft and to such other persons as it may in its sole discretion elect, to use the landing field.

B. Meadow Creek Association shall have the right to deny the use of the landing field to any user:

- 1) Who is in default of the payment of any use fee as hereinafter set forth;

- 2) Who uses said runway and landing field or his aircraft in a negligent manner;
- 3) Who fails to maintain the required insurance coverage as hereinafter set forth in these declarations; or
- 4) Who in general violated published field rules applicable to all users or said landing field.

C. Cancellation of any user's privileges by the Association pursuant to subparagraph (b) above shall not affect the user's privileges of any other or subsequent owner

D. Each owner or user prior to using the landing field shall deposit with Meadow Creek Association a certificate of insurance certifying that such person has in force personal injury and property damage for the operation of civil aircraft owned by such person in the minimum amount of One Million (\$1,000,000.00) Dollars limit for combined bodily injury and property damage per accident; such insurance minimums are subject to periodic review by Meadow Creek Association Board of Directors. In addition, proof of aircraft ownership must be on record with the Association. The Association is to be named as an additional insured on the certificate of insurance.

E. Each owner or user of the landing field, by the action of using the same with such person's civil aircraft, agrees forthwith to indemnify and hold Meadow Creek Association harmless from and against all liability for injuries to persons or damage to property caused by such person's negligence in the use of the landing field provided, however, that such persons shall not be liable for any injury or damage caused by the negligence of Meadow Creek Association, its agents or employees.

F. The housing and storage of civil aircraft shall be only on the premises of such owner and no unhangared derelict airplanes shall be permitted.

G. Meadow Creek Association has retained and shall continue to have the right to adopt and enforce reasonable rules and regulations with respect to the use of the landing field, provided that such rules and regulations shall be consistent with safety and with the rules and regulations and ordinances of the Federal Aviation Administration with respect to civil aircraft operations in landing fields, and provided further that such rules and regulations shall not be inconsistent with any ordinances, rules and regulations as may be promulgated under the Illinois Aeronautics Act.

11. **HOME OCCUPATION, NUISANCES AND LIVESTOCK.** No home occupation or profession shall be conducted in any dwelling located in Meadow Creek. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the owners or occupants of one or more neighboring lots. No animals, livestock, poultry, bees or other insects except domestic dogs, cats and household pets, in reasonable numbers, shall be kept or maintained on any lot. The use of any driveway or parking area which may be in front of or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. With the exception of the occasional outside vendor service calls, commercial vehicles are to be garaged at all times. With the exception of RV's the term "commercial vehicles" shall include, all vehicles over 12,000 lb. GVWR, equipment, or any vehicle or equipment with commercial signage, logo(s) or have printed on the side of same, reference to any commercial undertaking or enterprise. Parking of any vehicle at any time on the street is prohibited unless the Board is notified a minimum 2 days prior and provides written approval. Exclusive of hangers or garage parking, no part of any lot shall be used to park a Boat, Camper, RV, Trailer or Airplane in excess of 3 days before and after a trip. Garage doors visible from the street shall be kept closed at all times when not being used for ingress and egress. Up to two private vehicles are allowed to be parked outside in the driveway of a house on a lot after the garage capacity minus one stall is filled. No vehicle is to be parked within 30 ft. of the centerline of the road. Additional vehicle parking is allowed by visiting guests provided such guests vehicles do not remain in the driveway overnight. No derelict, abandoned, or unlicensed vehicles are allowed visible anywhere on the property or in the Community, they must be kept in the garage or hanger at all times. No plants or seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. "For Sale" signs are prohibited, except for the approved Meadow Creek provided signs.

All taxiway easements designated on the Plat of Subdivision of Meadow Creek shall at all times be kept free and clear of dogs, cats, household pets, machines of every nature and description, baby carriages, bicycles, carts and any and all other items which might or could serve as obstructions or hazards or which might or could interfere with the use of the taxiways for airplane traffic.

The habitual violation of the regulations set forth in this paragraph shall be deemed a nuisance and violation of paragraph 5 of this Article III.

12. **APPROVAL OF SALES AND LEASES.** The Trustee hereby grants and gives to the Association, its successors or assigns, the authority to approve or disapprove any and all changes in occupancy or owners of lots in Meadow Creek and the sale, transfer, conveyance, lease or sublease of such lots. The owner or owners of such lots shall give the Association notice in writing of any proposed bona fide sale, transfer, conveyance, lease or sublease, together with an application on a form prescribed by the Association and completed by the proposed grantee, transferee or lessee. The Association shall have 30 days after receipt of such notice and application to approve or disapprove the same and within such 30 day period the Association shall have an assignable option to purchase, lease or sublease said lots, as the case may be, on the same terms and conditions as those upon which the owner of said lots proposes to sell, lease, sublease or convey. Said option shall be exercisable, if at all, by a written notice from the Association mailed or delivered to said owner within said 30 day period wherein the Association agrees to purchase the lots on said terms and conditions. Should the Association neither approve nor disapprove the proposed sale, transfer, lease or sublease within the said 30 day period, the same shall be deemed to be approved. In the event the Association shall disapprove such proposed sale, transfer, conveyance, lease or sublease, but shall fail to exercise the option herein granted within said 30 day period, the proposed sale, transfer, conveyance, lease or sublease shall be valid only upon compliance with the following provision: No sale, transfer, conveyance, lease or sublease shall be effective unless and until it shall be filed in the Office of the Recorder of Deeds of Will County Illinois, and shall have incorporated in the instrument of sale, transfer, conveyance, lease or sublease, by reference, one of the following instruments:

- A. The written approval by the Association of such sale, transfer, conveyance, lease or sublease; or
- B. The affidavit of the owner of the lot that the required notice had been given in accordance with this paragraph 10, and that the Association has failed to approve or disapprove the proposed transaction within the 30 day period after receipt of such notice; or
- C. The written approval of the proposed transaction executed by the owners of record of at least one-half of the lots in Meadow Creek.

Each of which instruments described in paragraphs (a), (b) and (c) shall contain an accurate legal description of the lot or lots which are the subject of such sale, transfer, conveyance, lease or sublease.

The aforementioned option shall terminate 21 years after the date on which this Declaration is recorded, unless sooner terminated.

7. Article VII. FUTURE MEADOW CREEK ADDITIONS be and is hereby restated in its entirety as follows:

ARTICLE VII

FUTURE MEADOW CREEK ADDITIONS

It is covenanted and agreed that the Trustee shall have the right to, and may, at its sole option, resubdivide, construct such improvements on, and do with and make use or uses of future land acquisition as shall be permitted by federal, state and local laws and regulations; and the owners of lots in Meadow Creek (either singly or in concert) shall have no right or rights of action of any kind or nature, to enjoin, prohibit or seek or sue for damages arising out of such resubdivision, construction of improvements or use or uses by the Trustee.



8. Article VIII. SUCCESSORS AND ASSIGNS OF TRUSTEE be and is hereby restated in its entirety as follows:

ARTICLE VIII

SUCCESSORS AND ASSIGNS OF TRUSTEE

It is hereby covenanted and agreed that, except as to conveyances to purchasers of lots in Meadow Creek Subdivision (hereinabove in this Declaration more fully described), wherever reference is made to SOUTH HOLLAND TRUST & SAVINGS BANK, as Trustee as aforesaid, such reference shall be construed to include successors and assigns of the said Trustee; and all rights, privileges and obligations of, and reservations by, the said Trustee shall inure to and be and become rights, privileges, obligations and reservations of successors and assigns of the Trustee, except as to purchasers of lots in said Meadow Creek, it being the intent of this Article VIII to clearly affirm the right of the Trustee to convey, sell, pledge or encumber the rights, privileges, obligations and reservations of the Trustee hereunder free and clear of any right, claim or interest of, and without interference from, any purchaser or purchasers of any lot or lots in said Meadow Creek.

IN WITNESS WHEREOF, MEADOW CREEK COMMUNITY ASSOCIATION, has caused this instrument to be signed and sealed by its President and attested by its Secretary and executed and acknowledged by its members and its corporate seal to be hereunto affixed on this 10th day of December, 2015.

MEADOW CREEK COMMUNITY ASSOCIATION

BY: John Vohle
Its President

Attest: John Vohle
Its Secretary

