

Meadow Creek Airpark Rules & Regulations



Revision 1
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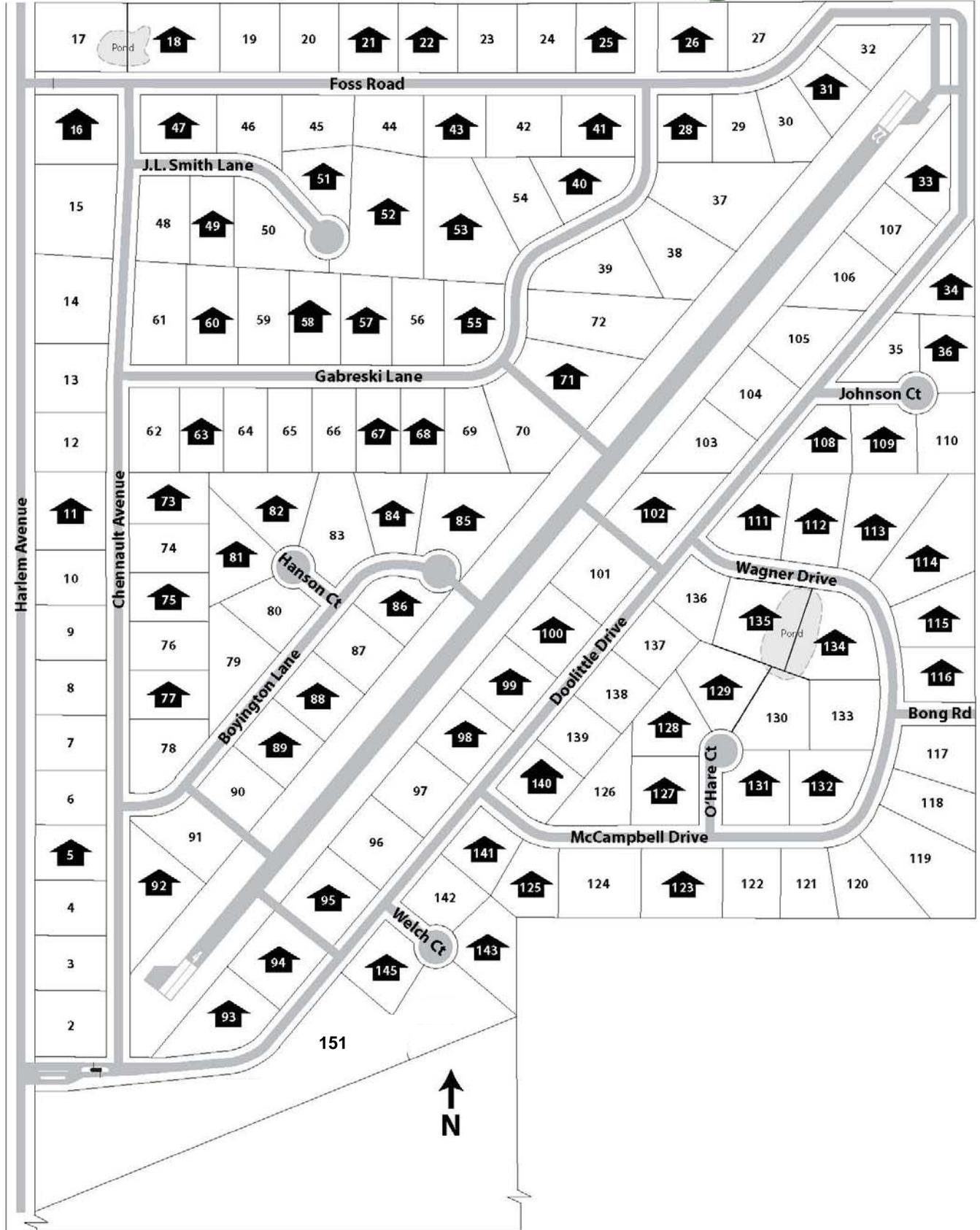
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Meadow Creek



Introduction

Introduction to Meadow Creek

Congratulations on your purchase of a lot or home in our community. This document will familiarize you with Meadow Creek. A brief explanation is provided on how Meadow Creek is governed and administered. Other helpful information is also included to assist you in understanding our community. Please read this document and retain it for future reference. It is very important for you and your family to read and understand the safety directives section presented in this document.

Meadow Creek is located west of Monee, Illinois, in unincorporated Monee Township on Harlem Avenue just north of Monee-Manhattan Road. The Airpark is easily reached from interstate Highway I-57. Take Interstate I-57 to the Monee-Manhattan Road exit (#335). Go west on Monee-Manhattan Road about 1½ miles until you reach the stop sign at Harlem Avenue. Turn right on Harlem and go north for about ¼ mile. The front entrance will be on your right side.

First and foremost, Meadow Creek is a residential aviation community. It was designed to provide pilots the ability to live with their planes and fly from their homes. A lighted 3,400-foot private runway runs through the center of our community and identifies us as a residential airpark. Access to our community is restricted and controlled by gated entrances. The roads, runway, and taxiways are private property and are owned by the community.

The association responsible for our community is the Meadow Creek Community Association (a/k/a "MCCA"). As a lot owner, you are now a member of this homeowner's association.

What is the Meadow Creek Community Association?

The Meadow Creek Community Association exists to operate and maintain the common areas, preserve architectural integrity and provide continuity to the community. It also is responsible for assessing and collecting membership fees to cover the costs of operating the association and for enforcing the governing documents.

Our association is an Illinois not-for-profit corporation formed in 1990. It is governed by the state's not-for-profit act and must also comply with any applicable federal, state or county laws. We are a self-governing homeowner's association and the owners of Meadow Creek homes and lots are members of this association. We are not a condominium association.

You become a member when you purchase your property and your membership ends when you sell your property. When you become a member you are legally bound by the governing documents.

Governing Documents

Like most community associations, Meadow Creek has certain governing documents. The purpose of these documents is to protect our community by specifying rules for setting standards, insuring safety, maintaining property values and providing for the administration of Meadow Creek. All governing documents are available on the Meadow Creek website, www.MeadowCreekAirpark.org

Document Revisions

All of the documents listed below are subject to revision. The current revision of a number of these documents is included in this Owner's Manual. All of these documents were current at the time of publication of this manual. The Meadow Creek website should be consulted for the latest revision of the documents included in this manual.

Listed below are the governing documents for Meadow Creek.

Articles of Incorporation

The Articles of Incorporation is the corporate charter document. It establishes the Meadow Creek Community Association as a not-for-profit corporation in the State of Illinois.

Covenants and Declarations

The Covenants and Declarations document defines the member's rights and obligations. It sets architectural restrictions, home size restrictions, imposes financial obligations on each member, and restricts usage of lots and homes. It takes a 2/3 majority vote of the entire membership to change this document. The original Meadow Creek Covenants were first issued in 1988 as part of the Planned Unit Development (PUD) submitted and approved by Will County. The Covenants were then revised and issued as a 1st Amendment to the Covenants in March, 1994. The 1st Amendment made changes to a number of items related to building height, hangar size and home size among other things. The Meadow Creek Covenants were again revised and issued as a 2nd Amendment to the Meadow Creek Covenants in December, 2015. The 2nd Amendment allowed overnight driveway parking of up to two vehicles as well as other parking clarifications. The 2nd Amendment Covenants are the current governing document.

Planned Unit Development

The Planned Unit Development (PUD) is a document that was submitted to Will County originally in 1988. It contains the results of various reports and studies required by Will County to approve the Meadow Creek development. The PUD also contains Covenants which contained building requirements and limitations among other items. An Amendment of the Covenants was then issued in March, 1994 by the Meadow Creek Board of Directors. This First Amendment to the Covenants contained a number of changes to the original Covenants contained in the 1988 PUD. Some of the significant changes include; 1) The PUD Covenants limits the building height to the lesser of 2-1/2 stories or 30 ft whereas the 1st Amendment Covenants removes the 30ft. height restriction. 2) The PUD Covenants limit the combination of a hangar and garage to 3,000 square feet and 48,000 cubic feet whereas the 1st Amendment Covenants limit the size of just the hangar to 3,000 square feet and 48,000 cubic feet. 3) The PUD Covenants allows for smaller homes than the 1st Amendment Covenant does and the later Covenant controls.

Will County considers the original PUD and the current Covenants as separate documents. When a difference exists between the PUD and the current Covenants, the county has enforced the more restrictive of the two documents. Thus, the county has limited building heights to the lesser of 2-1/2 stories or 30 ft, the combination of a hangar and garage to 3,000 square feet and 48,000 cubic feet and minimum home sizes to what is called out in the current Meadow Creek Covenants.

By-Laws

The By-Laws describe the powers of the Association and the roles and makeup of the Board of Directors and its Committees. The actual operation of the association is governed by the By-Laws. Like the Covenants, changes to the By-Laws require a 2/3 majority vote of the membership.

Property Owner Rules and Regulations

The Property Owner Rules and Regulations are detailed descriptions of specific activities that are restricted or prohibited for the good of the community. Changes to the Rules and Regulations are made by the Board of Directors.

Architectural Review Documents

The Architectural Review Documents are to be used by members when submitting their building plans for approval to the Architectural Committee. These documents outline all required fees, building materials, architectural and landscape plans. Changes to these Rules and Regulations are made by the Board of Directors.

Construction Rules and Regulations

The Construction Rules and Regulations are detailed descriptions of rules that govern construction activities by the home owner or their hired contractor(s). Changes to ~~these~~ the Rules and Regulations are made by the Board of Directors.

Administration

Board of Directors

Meadow Creek is managed by a seven member Board of Directors. Directors are non-paid volunteers who are elected for three year terms at the annual membership meetings. Not all directors are elected at any given annual meeting. These terms are staggered to provide continuity from year to year. Board members have a fiduciary duty to represent the interest of Meadow Creek. You are welcomed and encouraged to contact any of the seven Board members with questions or concerns you may have about the community. The contact information for current Board members is provided on the community website.

Annual Membership Meeting

The Annual Membership Meeting takes place in the evening on the first Tuesday of June and is held at a destination determined by the Board of Directors. All members are notified of this meeting and its location during the month of May. The agenda usually consists of a status to the membership of what has happened at Meadow Creek over the past year and the election of directors.

Membership Budget Meeting and Assessments

Membership fees are set each year based on the budget which are proposed by the Board and voted on by members in attendance at the December Membership meeting. Residents basing planes at their homes in Meadow Creek pay an additional monthly fee. All fees are billed quarterly. You **cannot** use your their construction security deposit to pay your monthly assessments. Payments are to be mailed or placed in the Meadow Creek drop box located at the center of the mailbox area. The Meadow Creek website also provides payment options (PayPal, Visa, MasterCard) for your convenience. When paying by check, please include your Lot number on the check. The Treasurer may be reached at Treasurer@MeadowCreekAirpark.org for questions or billing issues.

Board of Directors Meetings

The Board of Director meetings are usually scheduled for the third Thursday of each month and begin at 7:00 pm. Depending on the workload, additional meetings may be scheduled or planned meetings may be canceled. The purpose of these meetings is for the Board of Directors to conduct the business of Meadow Creek. The meeting announcement are typically posted at the South and North gate entrances, as well as on the website and the bulletin board by the mailboxes. The Agenda for the meetings will be posted on the bulletin board by the mailboxes.

Members are welcome to attend Board meetings. These meetings are open to all. Attendees are guests and do not vote on Board matters and do not participate in Board discussions. However there is a 30-minute open forum at the beginning of the meeting for members to voice their concerns.

Architectural Committee

The Architectural Committee reviews all proposed new homes, changes to existing homes and landscaping. This Committee is appointed by the Board of Directors and is staffed by volunteer members of the community. The Committee makes recommendations to the Board of Directors. The Board of Directors have the final approval of all proposed new homes, changes to existing homes and landscaping.

Meetings are held as necessary and are scheduled depending on the workload. You are welcome and encouraged to attend meetings when your plans are being reviewed. Contact the Architectural Chairman for the meeting date, time and location.

Fines

Since we are a community with covenants, by-laws, and rules and regulations, fines may be imposed when your commitments are not met. Fines relating to construction activity are imposed when the incident occurs and are payable immediately upon receipt of written notification of the fine. Before a non-construction

related fine is imposed, you are notified and given an opportunity to correct the alleged infraction. You may also be notified of a date when you may contest the alleged infraction before a fine is imposed.

Community Website

Meadow Creek maintains and updates its own online website located at www.MeadowCreekAirpark.org. This site contains a public area for anyone to access and a private area for members only. Several e-mail addresses are available for corresponding with the President, Vice-President, Secretary, Treasurer, Architectural Committee and the website administrator.

In the public area, you can get a brief description of Meadow Creek, view a lot map, read and download copies of the Covenants, By-Laws, and Rules and Regulations. You can also view information on lots and homes for sale.

The private area is restricted to members only and entry is controlled by an access code and password. This area provides members access to minutes from the Board of Directors meetings, a calendar of upcoming events and announcements of ongoing activities. New members may submit a request for a logon online to gain entry into this area by completing the Website Login Request Form.

Community Contact Lists

Two community contact lists are maintained by the Association for use by the property owners. One is on the community website and the other is a printed list that is handed out at the annual membership meeting that is held in June of each year. These are two separate lists and you may request to be in one, both or neither. To be listed, email the Association Secretary at secretary@meadowcreekairpark.org.

General Information

Gate Access

There are two entrances located to Meadow Creek along Harlem Avenue. Both entrances are lighted and landscaped with separate entrance and exit gates. A visitor's directory is located at both the North and South gates which allow entry using a code. All construction vehicles are to use the wider North entrance which is located in the northwest section of Meadow Creek along Harlem.

Gate Maintenance – Periodically, one or more gates are taken out of service for maintenance. When this occurs, the particular gate will be locked closed and you are to use the other entrance/exit gates for access/egress.

Remote Controls - Owners of a vacant lot(s) may purchase one remote control device. Residents may purchase up to three remote control devices. In special situations, where a resident may need additional remote controls, The approval of the Association Secretary or other officer is required. Property owners may also open the gates by keying in their assigned access code into the caller box located at each entrance. The assigned access code is for the use of property owners only and is not to be given out to guests or vendors. Contact the Association Secretary by email at secretary@meadowcreekairpark.org to purchase remotes and/or receive or change your gate access code.

Visitor Gate Access - When you build or buy your home, your name and phone number are added to the front and back gate visitor's directory. Your guests should follow the instructions displayed on the directory. When they select your name from the directory list, a phone call will be made to the phone number that is registered to you. Alternatively, access to the development by your guests can be done by having your guest press the phone icon button on the call box and then entering your lot number. This will ring your phone number registered to your lot. You will be able to speak to the person via the caller box. To grant access, press the "9" key on your phone and the gate will open for your guest. This will automatically open the gate and disconnect the phone call. If you do not want to allow the caller into Meadow Creek, simply hang-up the phone and the gate will not open.

Visitors and Vendors may also gain access to Meadow Creek by pressing the phone icon button and then entering 001. This will call the Meadow Creek access number and the party will be let in after they state their purpose for entry.

Vendor Gate Access - Vendors that you regular employ such as a landscaper, snow removal service, etc. can be granted a unique access code upon your request. This is done by contacting the Association Secretary by email at secretary@meadowcreekairpark.org and requesting a code. Include in your email request the vendor company name, phone number and contact person. A code will be assigned to the Contractor by the Secretary and emailed back to you. It is your responsibility to forward the assigned code to the Contractor.

Temporary & Party Gate Access - A temporary access code for a large party or a short term contractor/vendor access can be requested by contacting the Association Secretary by email at secretary@meadowcreekairpark.org and requesting a code. A temporary code will be assigned to you by the secretary that you can print on the party invitation or otherwise communicate to your guests. If street parking is also required for the event, note that in your email request. Board approval is required for temporary street parking and will normally be granted along with any restrictions. The community pilots will be notified that a certain street/taxiway will be closed to aircraft movement on the day of your event. Temporary party codes expire at midnight of the day of the party. Temporary short term contractor codes

expire on the date you specify. If possible, please allow three (3) days' notice prior to your event to request the code.

Building Process

Before you build your home, expand your existing home, paint, re-shingle, or do any major landscaping, you must submit your plans for review to the Architectural Committee. Your plans are then reviewed by the Architectural Committee and must be Approved the Board of Directors before you are allowed to begin any work. A detailed explanation of this process is included in the Architectural Review section of this document. You should check the Meadow Creek website (www.MeadowCreekAirpark.org) or request this document from the Architectural Committee prior to beginning your design to insure you are working with the latest version of the Architectural Review document.

Trash Collection

Garbage pickup is on Wednesday morning (6 am) by GTI or Thursday morning (6 am) by NuWay. Place your trash container on your driveway about 10-15 feet back from the road to allow planes to pass. Trash is not allowed outside before the night before you pick-up day and trash containers must be stored back in your garage or hangar by the evening of your-pick-up day. Trash containers are provided by the disposal companies and are given to you when you chose which company to use. The rest of the time your containers must be in your garage, hangar or otherwise out of sight and in a safe place from wild animals.

Snow Removal

Meadow Creek contracts with a snow removal service to keep our roads and runway clear during the winter season when snow accumulation is 1 inch or greater. This cost is covered by your membership fee. The snow removal service may plow your private driveway for an additional fee billed directly to you. Contact a Board member at the beginning of the winter season to get the phone number for the current snow removal service.

Runway Usage

Only Meadow Creek members and their guests are permitted to use the runway. Pilot communications is on Unicom frequency 122.9. You must properly identify yourself and state your intentions prior to taxiing or entering the traffic pattern.

Lot Mowing

Vacant lots are to be periodically cut by the land owners. As a minimum, weeds, grass and wild flowers are to be no taller than 18 inches in height. If a lot owner does not want to deal with cutting of their lot(s), the Association will provide the services of an approved outside vendor to perform the work. Vacant lots will be mowed several times each year by the Association based upon how high the grass has grown and are typically cut 4-6 times a year depending on weather. There is a separate fee for this service and this fee is added to your membership billing. If you choose to mow your own lot, please notify the Board at the beginning of spring that your lot is to be excluded from the mowing schedule. If the Board is not notified, you will be charged for the mowing of your lot. An email will be sent to those of you that mow your own lots so that you can mow when the rest of the lots are being mowed, so the community looks uniform.

Garage Doors

For your security and the overall appearance of the development, garage doors that are visible from the street shall be closed when not being used for ingress and egress. Ingress and egress is considered reasonable periods of time when performing yard maintenance, exercising pets, etc.

Basketball Hoops

Permanent outdoor basketball hoops are not allowed in Meadow Creek.. Temporary basketball hoops, however, may be set up and used on your property. Temporary basketball hoops, however, are to be stored out of site during extended periods of non-use (more than two weeks). They must be stored and out of site during the winter months from December 1 through March 31.

Trampolines

Temporary trampolines are allowed but are to be set up in your backyard (not the side yard) so as to minimize their view from the street. Trampolines are to be tied down and kept in good repair.

Fences

With the exception of pool and hot tub fences as required by Will County, fences are not allowed in the development. Pool and Hot tub fences must be approved by Will County and the Association Architectural Committee prior to installation.

Pets & Animals

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. Pets that are allowed outside are to be either leashed at all times or within the confines of an electronic pet fence. Dogs that bark are not to be tied up outside for periods longer than one hour. Pets must be inoculated and tagged per the requirement of Will County Animal Control. It is recommended that you have IDs chips implanted in your pet should they be become lost or stolen. Note that we live in an area of coyotes that will attack and devour your pet if left unattended.

Exterior Upkeep of Homes, Landscape & Improvements

Homes, landscaping and other improvements are to be kept up and maintained in good visible condition conducive to the overall appearance of the community. In situations where the property owner does not perform Association requested maintenance in a reasonable time period, the Association will have the work performed by an outside vendor and charge the cost to the property owner.

Exterior Repainting & Reroofing

When repainting the exterior of a home, if a different exterior color is desired, color samples must be submitted for approval by the Association Architectural Committee prior to the start of work. Similarly, when reroofing and a different shingle color is desired, sample shingles must be submitted for approval by the Association Architectural Committee prior to the start of work.

For Sale Signs

"For Sale" signs are not allowed in the development except for approved Meadow Creek signs. This includes For Sale signs placed in the windows of a home. A Specification that includes the Meadow Creek Logo can be provided to your realtor so a custom sign can be made by them. Contact the secretary at secretary@meadowcreekairpark.org for the specifications.

Advertising Lots or Homes on the Meadow Creek WebSite

If you are selling your lot or home and would like to have it listed on the Meadow Creek website, please e-mail the listing information to the secretary at secretary@meadowcreekairpark.org There is an annual fee for this listing which is payable to Meadow Creek before your information is posted to our website. Lots are listed for \$25 per calendar year and homes are listed for \$100 per calendar year. You may provide up to 3 photos of your home to be included with your listing information. All photos must be sent in digital format. Photos of empty lots will not be posted. There are no refunds or pro-rated fees returned to you when you sell or remove your listing.

Renting

Renting your home is strictly prohibited unless you submit the rental agreement and pertinent tenant information to the Board of Directors prior to commencement of the lease. Please refer to the Covenants for further clarification.

Cable TV and Internet Service

Meadow Creek has already been pre-wired with fiber optic cabling for cable TV and broadband internet service by Comcast and At&T. These cables are buried underground and cable hubs are positioned near the utility boxes throughout the community. Contact Comcast or AT&T for cable TV and internet service.

Schools

The Crete-Monee school district (201U) provides public education for children from pre-school through high school. Prairie State Community College and Governor's State are the local public colleges.

Private parochial grade schools are also available within Monee Township. There are no private high schools within Monee Township but there are two private high schools within 10 miles of Monee. One is Providence High School in New Lenox and the other is Marion High School in Chicago Heights.

No school buses are permitted within Meadow Creek. Bus pick-up is outside the ~~front~~ South gate.

Airport Safety

These The following Safety Directives are extremely important for you, your family, and your guests to understand. Your guests must also follow these instructions and you are responsible for informing them of these instructions and for any fines implemented due to violations.

Aircraft Safety Seminar

All residences, six years and older, including renters, are required to attend an Aircraft Safety Seminar provided by the Association. Such seminars are held periodically on an as needed basis. New community members will be notified when and where a seminar will be held. Attendance is mandatory.

Roads

The speed limit is 25 mph within the community. For your safety and the safety of others, please do not exceed 25 mph within Meadow Creek. Be aware of areas where it is hard to see oncoming or merging vehicles or planes. This applies to all vehicles including motorbikes, ATVs, etc. The speed limit is set because of the mixed use of roads by aircraft and for the safety of children and pedestrians that often use the streets as walkways. Periodically, radar speed traps are setup in the development and fines are issued.

During the winter months, our roads may become icy, especially near the mailboxes and near intersections. Salt is not permitted due to its corrosive nature to airplanes. Be careful when walking from your vehicle to your mailbox. Slippery roads in the development have resulted in vehicles landing in the pond.

Planes on Roads

Our roads are designated taxiways for planes to move from their hangars to the runway. Planes have the right-of-way over vehicles and pedestrians. Planes do not maneuver easily on the ground and do not go in reverse. If a plane is coming in your direction, please pull off the road into a driveway or onto an adjacent road until the plane passes. Notify your guests of these important instructions so they will also know what to do if they encounter a plane on our roads.

PLANES HAVE DIFFERENT FIELDS OF VISION AND A PILOT MAY NOT SEE YOU OR YOUR VEHICLE. IT IS YOUR RESPONSIBILITY TO CLEAR THE ROAD WHEN A PLANE IS APPROACHING.

Runway and Access Ramps

Vehicles and pedestrians are prohibited from entering onto the runway and access ramps. Signs are posted at the entrance to these areas to warn you not to enter. Fines are imposed for violations.

Reflectors

During the winter season, you may place reflectors along the sides of the roads and taxiways to identify the edges of the roadway. The height of these reflectors, including the pole, must be no higher than 24 inches above the ground. The Association will remove reflectors that are in excess of 24 inches and impede movement of aircraft on the streets/taxiways.

Ponds

There are two retention ponds within Meadow Creek. These ponds belong to the members who own the lots where these ponds are located and those members are solely responsible for the appearance, maintenance and upkeep of the areas surrounding the ponds. These ponds are not owned by Meadow Creek and therefore not part of the common areas. For your safety, please do not swim, boat, or restrict the flow of water into or out of these ponds. The height of the water in these ponds impacts the flow of storm water runoff in the drainage ditches and culverts throughout our community that feed into these ponds.

De-icing Roads, Driveways, and Walkways

The use of salt, cinders, sand or similar material is prohibited within Meadow Creek. These materials cannot be used on our roads and they cannot be used on driveways or walkways. Salt corrodes aircraft and sand and cinders can get flung by the propellers causing personal injury and/or property damage. Urea may be used in your driveway and walkways of your home.

Rules & Fines

The Meadow Creek Governing Documents impose a number of rules and regulations on the property owners in order to maintain a high standard of appearance, security and safety for the development. When a specific rule is habitually broken by a property owner or renter, a fine may be imposed or other action, as appropriate, may be taken by the Board. As a means of uniformly issuing notices of violations and fines to members, the Board of Directors developed a Fine Process in August, 2019. This document is provided in Attachment 2.

Remedies

If an Owner or Renter violates any provisions of the Covenants and Declarations, By-Laws or Rules & Regulations, the Board shall have such rights and remedies as may be available to the Board at law or in equity, and/or as set forth in the Covenants and Declaration, By-laws, or Rules & Regulations. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Board deems necessary and desirable. This part of the Rules & Regulations is separate and in addition to all other enforcement mechanisms available, and allow the Board to enforce its Rules and Regulations, utilizing the procedures set forth herein, by exercising any or all of the following remedies:

- 1) Imposition of a fine for each violation;
- 2) Require correction action; and/or
- 3) Charge any and all costs, expenses, losses, damages, and/or Attorney fees incurred by the Association as a result of a violation, property damage or arising out of the enforcement of these Rules and Regulations.

Owner's Responsibilities

Owners are responsible for their own conduct and the conduct of their renters, occupants and residents, and their guests and families. Fines, property damage and legal fees incurred by their renters, occupants and residents, and their guests and families are the responsibility of the Owner.

Fines

The Board may impose fines as set by the Schedule of Fines or otherwise determined by the Board. The Board only need determine the conduct or violation occurred or more probably than not occurred based upon its evaluation of the evidence or testimony presented or evaluated. The Board shall determine the amount of a fine. The Board, in the exercise of its sole discretion, may determine that aggravated circumstances require a fine to be increased, reduced or waived.

Property Damage

In addition to the imposition of fines, or in lieu of such imposition, as the Board deems appropriate, the Board may specially assess the cost of repair or replacement of any Meadow Creek owned property damaged or destroyed by an Owner, their renters, occupants and residents, and their guests and families.

Legal Fees

The Board may assess the cost of all Attorney fees and expenses, court costs, and other fees, costs and expenses incurred by the Association in connection with the enforcement of the Rules and Regulations or in connection with any property damage, criminal or civil proceedings in which the Association or its attorneys participate as a result of the violation.

Notices

If an Owner or family member, guest, occupant, resident or renter of a home is alleged of violating, or the Owner is deemed otherwise liable for a violation of any of the provisions of the Covenants and Declarations, By-laws and/or Rules and Regulations of the Association, the Board shall send

a letter to the Owner stating the alleged violation. The Board, at its sole discretion, may also issue a fine for the violation when issuing the letter. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner as listed in the records of the Association or at such address as the Owner may have previously filed with the Board for such purposes.

Appeals

Should an Owner incur a fine that is felt to be unjustified, they may appeal to the Board of Directors. The appeal needs to be done within 30 days of receipt of the fine by notifying the Association Secretary by email to secretary@meadowcreekairpark.org that you will be attending the Board meeting and will be appealing the fine. The Secretary will add your appeal request to the Meeting Agenda. Board meetings are typically the 3rd Thursday of each month at 7pm and are posted before the meeting date on the bulletin board next to the mailboxes and at the gate entrances.

Schedule of Fines

Attachment 2 contains a list fines as well as the following for specific violations that have been set by the Board of Directors and historically imposed. This list is not all inclusive and fines for violations not listed shall be at the sole discretion of the Board.

Assessment Late Fees

All home owners and lot owners incur monthly assessments which are billed every three months. They are due on the 1st day of each calendar quarter and are to either be mailed to Meadow Creek or placed in the Meadow Creek Drop box located at the center of the mailbox area. The Meadow Creek website also provides payment options (PayPal, Visa, MasterCard) for your convenience. A late fee is imposed for assessment payments that are not received within 30 days of the Quarterly billing dates (Ref: Covenants Article V, Par 5). **(Late Fee - \$10 /month per lot.)**

Unpaid Assessments

Property Owner Assessments that go unpaid for an extended period will be turned over to an Attorney/ Collection Agency. When this occurs, the property owner will incur the additional cost of the collection agency and legal fees. If the Assessments remain unpaid, a Lien will be placed on your property. In extreme cases, a judgment will be pursued for occupancy of your home, resulting in eviction. Note that Collection and Legal fees often times exceed the overdue Assessment (Ref: Covenants Article V, Par 5).

Runway Incursions

The runways and connecting taxiways are for aircraft use only. They are not to be used or crossed by vehicles, pedestrians, ATV, snowmobiles, etc. This is a requirement set by the Federal Aviation Rules (FARs) and Illinois Aeronautics Act which are imposed on the airport. Occasionally, the Airport Manager may authorize certain vehicles, equipped with an aircraft frequency radio to utilize the runway and adjacent taxiways such as during the time of road closings. (Ref: FARs , IAA). **(Fine - \$100 for driving on the runway and \$50 for walking on the runway.)**

Defeating Gate Operation

The development gates are to prevent public vehicle access to the runway and roads/taxiways. They are there for the safety and security of the airport and homes in the development. Defeating the operation of the gates to allow access to the community is a serious matter that can jeopardize the Meadow Creek Airport Certificate from the Illinois Department of Transportation – Division of Aeronautics. Gates that are open for a long period of time also endanger the lives of unauthorized personnel whose vehicles unknowingly enter the airport property as well as the pilots that utilize the airport. Defeating the operation of the gates also undermine the security of the homes in the development. Many man-hours are spent by Board members keeping the Gate Access Codes up to date and maintaining the gates operational. Gate maintenance and repair typically runs \$2,000 - \$5,000 per year. Interfering with the operation of the gates is a very serious offense that will result in a large fine (Ref: Illinois Department of Transportation and Covenants Article VI, Par 6c). **(Fine - \$250/occurrence.)**

Parking

Driveway Parking: Vehicles may not be parked in a driveway or vacant lot within 20 ft of the edge of the road. This is to allow for passage of aircraft on the streets/taxiways (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day/Vehicle.)**

Private Vehicles: 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. Additional vehicle parking is allowed by visiting guests provided such guest vehicles do not remain in the driveway overnight. In extenuating cases where short term overnight guest parking is required, a Board Member is to be contacted for approval by the Board of Directors (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day/Vehicle.)**

Derelict Vehicles: 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 hangar at all times. (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day/Vehicle.)**

Sport Vehicles: Exclusive of hangar or garage parking, no part of any lot shall be used to park a Boat, Camper, RV, Trailer, Motorcycle, ATV, Snowmobile Golf Cart, Derelict Airplane, etc. in excess of 3 days before and after a trip. In extenuating circumstances where such Vehicle(s) needs to remain in view longer than 3 days, a Board Member is to be contacted for approval by the Board of Directors (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day/Vehicle after 3-day grace period.)**

Commercial Vehicles: 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 (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day/Vehicle.)**

Garbage Cans

Your garbage cans are to be stored out of sight, in your garage, hangar or behind your home. You may put your garbage totes out the night before your collection day; either Tuesday or Wednesday evening depending on the vendor utilized, and then return them to their storage space by the following Wednesday or Thursday evening (Ref: Covenants Article VI,Par 11). **(Fine - \$10/day.)**

Airport Use Rules

General

1. No Snowmobiles, Motorcycles, ATV or other vehicles are allowed on the airport runway.
2. No commercial operations of any kind are allowed.
3. Field use is limited to those with airport privileges and their fly-in guests.
4. Only those with airport privileges and their fly-in guests may tie down or hangar airplanes on the field.
5. No Aircraft in excess of 12,500 lbs. Maximum allowable gross weight are allowed.
6. No Flying clubs allowed.
7. No unhangared, derelict airplanes are allowed.

Insurance

All aircraft based at Meadow Creek Airpark are to have insurance in force with a minimum of \$1 Million in combined limit for Bodily Injury and Property Damage per accident. A Certificate of Insurance naming Meadow Creek Airpark as Additional Insured is to be filed each year with the Association Secretary.

Flight Operations

1. Pattern Altitude is 1700 MSL
2. UNICOM frequency is 128.9
3. To increase visibility, non-radio aircraft should enter the pattern on the upwind leg and proceed to the crosswind and downwind legs before landing.
4. Be Courteous to the people living in the Airpark - Practice Noise Abatement.
5. All operations are to be in strict accordance with FARs and Illinois Department of Aeronautics Regulations

Flight Restrictions

1. Landings are permitted on a 24 hour basis, but there shall be no run-ups or take-offs between 11 PM and 6AM
2. No repetitious touch-and-go or mid-field take-offs and landings are allowed

Flight Instruction

Multiple takeoff and landing flight instruction for a private pilot license is not allowed in Meadow Creek. In the interest of safety, as a resident, you may, with prior approval of the Board of Directors have a flight instructor ride with you into and out of Meadow Creek to check you out on safe operation at the airport. This is a desirable and allowed operation.

Guest Aircraft

Residences have the right to have bona fide fly-in guests, but it is your responsibility to inform them of the field rules. Guest aircraft may use the airport only to visit a resident and under no circumstances are guests to use the airport to practice takeoffs and landings of any kind. You do not have the right to extend regular use of the airport to anyone. We consider the use of your aircraft by your immediate family (spouse, children and parents) to be covered by your regular use fee.

Occasionally it may be desirable to extend the use of your aircraft to a friend or relative or have maintenance personnel pick-up or deliver it, and that is permitted, but any regular use by a partner or anyone else other than your immediate family must be approved by the Meadow Creek Board of Directors and will require a Certificate of Insurance on the other pilot naming Meadow Creek as an additional insured on their policy.

Miscellaneous

1. Monitoring the Aircraft Rules is done on a volunteer basis so it is up to all pilots to cooperate, keep your paperwork up-to-date, keep the Board advised of what you are doing, obey the rules, pay your fair share on time, and don't allow any unauthorized use to take place from your property. If each person permits only a little unauthorized activity, it will soon get out of hand and we could lose our Residential Airport Certificate. We will keep our community well-maintained, nice-looking and properly operated and together we can enjoy the airport and the large increase in our home values that it produces.
2. The Association allows you to have a second aircraft for personal use without any additional charge, however if you have more than two aircraft, additional charges may apply and approval of the Board of Directors is required.

Architectural Review Requirements

Will County Permitting

The Meadow Creek Airpark is located in unincorporated Will County and building permits are issued by the County. Will County will require a letter of Approval from Meadow Creek prior to issuing a building permit. Your plans and specifications must be reviewed and approved by Meadow Creek prior to the Meadow Creek Board issuing an Approval Letter.

It should be noted that Will County currently considers the original Planned Unit Development (PUD) and the current Covenants as two separate governing documents. When a difference exists between the PUD and the current Covenants, the county has enforced the more restrictive of the two documents during their drawing review process. Review the Preface and Covenants in Attachment 1 of this manual for additional clarification on the differences between the two documents.

While Will County has taken the position of the more restrictive of the PUD and 2nd Amendment to the Meadow Creek Covenant requirement differences, when reviewing building plans, they can allow up to a 10% change in requirements as an Administrative Adjustment. A requirement change greater than 10% may also be granted by the county via the County Variance Process.

Architectural Review

The following requirements will help you and the Architectural Committee review your construction plans.

1. All Meadow Creek dues, fines, and assessments must be paid in full prior to the Architectural Committee reviewing your plans.
2. One large format printed set and PDF files of the following must be submitted to the Meadow Creek Architectural Committee for review:
 - Color Renderings of all Elevations
 - Complete Architectural plans, signed and stamped by the Architect
 - Site plan showing your home location, driveway and culvert layout.

The Plans must show square footage of house and, if applicable, square footage and cubic footage of hangar. The following living space square footages (inside dimensions) are minimums:

- 2,400 sq. ft. for one-story house with a hangar;
- 2,800 sq. ft. for one-story house without a hangar;
- 3,000 sq. ft. for one and 1/2 story house (2,000 sq. ft. on first floor) with or without hangar;
- 3,000 sq. ft. for 2 story house (1,500 on first floor), with or without hangar.
- Hangars can be no smaller than 1,600 sq. ft.
- A Hangar plus garage can be no larger than 3,000 sq. ft. or 48,000 cu-ft `

Should the Architectural Committee reviewed plans be subject to agreed changes, the plans must be revised to reflect such changes prior to the Board of Directors issuing a Letter of Approval. The Approval Letter will be required by Will Co. before they will issue permits.

3. All open swales that border your property must be replaced with culvert pipe and cleanout basins. Approved pipe includes Reinforced Concrete Pipe (RCP) and dual wall N-12 HDPE pipe. Cleanout basins 24" and larger and flared end sections shall be concrete. Culvert pipe must be sized in accordance with the Meadow Creek Culvert Size Master Plan.

4. The Association requires the use of natural siding materials, such as brick, stone, and wood (cedar). Architectural designs must include at least 51% of the total available siding area in brick or stone that extends around the entire first floor exterior. A minimum of 4 ft of brick or stone is to extend up from ground level on all elevations.

Approved siding materials include:

- Brick
- Stone
- Exterior Brick Veneer Siding
- Exterior Stone Veneer Siding
- LP Smart Side™ provided all cut edges are painted when installed
- Wood (cedar)

The following siding materials are **NOT** allowed:

- Aluminum
- Vinyl
- Plywood Pressboard (particle/strand board)
- Exterior Insulation Finished System (EIFS, Dry-Vit, etc)

Approved Trim, Door, Window & Ornamental Materials include:

- Soffit and fascia may be wood, aluminum, steel, copper, vinyl or composite UPVC
- Hangar doors may be covered in corrugated metal sheeting, wood (cedar) or LP Smart Side™.
- Entrance and garage doors may be constructed of wood, metal, or fiberglass.
- Window frames and trim may be wood, metal, composite UPVC or vinyl/aluminum covered wood.
- Trim may be wood, LP Smart Side™, composite UPVC or vinyl/aluminum covered wood.
- Porch columns, railings and ornamental exterior treatments may be wood, metal, composite UPVC, brick stone or vinyl/aluminum covered wood.

Approved Roofing materials include:

- Cedar shakes
- Concrete
- Clay tiles
- Standing seam metal
- Laminated asphalt shingles
- Aluminum or copper Flashing

5. Samples of the following construction materials must be provided in advance, with the complete name of the manufacturer and color selection:

- Sample of all exterior finishes (i.e., brick, stone) showing color, size, etc. selected
- Sample of roofing material showing color and type of material
- Color and material of trim selected
- Brochure of window type selected
- Brochure of type of exterior doors selected
- Brochure of garage door selected showing style and color
- Brochure of hangar door selected (if applicable)
- Sample of the color and material to be used to cover the hangar door

A complete list of items to be submitted for approval is listed in the attached Meadow Creek Architectural Committee Signoff Sheet.

4. The front set-back is 60 ft. in most cases, instead of the 40 ft. as provided in the Covenants, unless the specific lot in question will not accommodate the structures planned. This may happen with corner lots or some of the angular shaped lots and lots that have various easements running through them. If you have any questions, please contact the Architectural Committee prior to doing your site plan.
5. In addition to the Architectural Committee, Meadow Creek uses third parties to review your home, site and culvert plans. Their fees are billed to you.
6. For the construction of a home and/or hangar, a non-interest bearing Construction deposit of \$1,000 plus a Security deposit of \$4,000, for a total of \$5,000, must be posted with Meadow Creek Community Association by the owner of the property. Other construction projects which require the use of concrete trucks and/or heavy equipment requires a total Security/Construction deposit of \$2,000 by the property owner. Any damages to Meadow Creek property, construction fines assessed to you, or expenses incurred by Meadow Creek in relation to your construction will be deducted from this deposit. You are required to replenish the deposit to its full original amount should you incur any fines, fees or repair claims, until your project is complete. All construction fines are your responsibility. Upon final completion of your home, including landscaping and driveway lights, this deposit will be returned to you if there are no outstanding fines or expenses due against your construction project, and if all members of your household over the age of six years old have attended a safety seminar. If all members of your household over the age of six years old have not attended a safety seminar and everything else has been completed, you will be refunded all but \$500 of your security deposit. The remaining \$500 will be refunded upon completion of a safety seminar by everyone living in your home over the age of six. You cannot use your security deposit to pay your monthly assessments.
7. If your home does not include a hangar, you should place your house on the lot so that a hangar could be constructed later. We recommend that you have your architect design your house plan to include a future attached hangar, thereby allowing your site plan engineer to take the hangar dimensions into consideration.
8. If you are building a “spec” house, meaning you are building a house that you will not live in and you have no contract that you are building for a specific buyer that will be living in the house, you must locate the house so a hangar large enough to accommodate a modest airplane is included in the construction or can be added later. This will enhance the selling value to either a pilot or non-pilot as many non-pilots have bought hangar-homes for their cars or other recreational vehicles.
9. Meadow Creek does not permit waste oil furnaces or boilers to be used to heat your home, garage or hangar. We also do not allow wood burning stoves, furnaces or boilers to be your primary source of heat for your home, garage or hangar. Solar and geothermal energy units will be reviewed on an individual basis.
10. Address Plates must be large enough to be easily seen from the road. Numerals must be at least 4” and no larger than 6” in height and must be attached to the house/garage/hangar or on a pole or pillar alongside the driveway. The location and size of the address plates must be reviewed by the Architectural Committee and Approved by the Board of Directors.

11. A minimum of two yard lights that are reviewed by the Architectural Committee and Approved by the Board of Directors are required in the driveway area of the home. Solar powered lights are not permitted as yard lights. Solar powered landscape lighting, however, is permitted.

12. A list of all Contractors is to be included in the submittal to Meadow Creek.

13. With the exception of grass seeding or sod, a Landscaping Plan in the form of one printed set and a PDF file must be submitted for review by the Architectural Committee and Approval by the Board prior to planting that calls out the locations and types of trees, bushes and large plantings. As a minimum, the street facing home elevation(s) shall have plantings.

Meadow Creek Architectural Committee Signoffs

Building Plans	Date Received	Arch. Com. Rcvd. Initial	Contractor Initial	Architectural Committee Approval/Notes			
For Review Plans							
Color Renderings							
Setbacks							
Living Space							
Height							
Address PL							
Yard Lights							
Arch. Review							
Rev 0 Sealed Plans							
Rev 1 Sealed Plans							
Site Plans	Date Received	Arch. Com. Rcvd. Initial	Contractor Initial	Architectural Committee Approval/Notes			
For Review Plans							
Setbacks							
Culverts							
Drain Basins							
Driveway							
Grading							
Eng. Review							
Rev 0 Sealed Plans							
Rev 1 Sealed Plans							
Exterior Treatment	Date Received	Arch. Com. Rcvd. Initial	Contractor Initial	Material/Product	Color	Brochure /Sample	AC Approved
Roof							
Masonry Mat.1							
Masonry Mat. 2							
Masonry Mat.3							
Siding Mat. 1							
Siding Mat. 2							
Siding Mat. 3							
Trim							
Windows							
Doors							
Garage Door							
Hangar Door							
H.D Cladding							
Other	Date Received	Arch. Com. Rcvd. Initial	Contractor Initial	Architectural Committee Approval/Notes			
Const. Deposit							
Sub Contractor List							
Landscape Plan							
Board Approval Letter							

Names of Contractors:

	<u>Name</u>	<u>Phone</u>
General	_____	_____
Address	_____	
Contact	_____	

Sub-contractors:

- Architect _____
- Engineer _____
- Excavator _____
- Culvert _____
- Concrete _____
- Sewer & Water _____
- Carpenter _____
- Lumber _____
- Masonry _____
- Stucco/Siding _____
- Roofer _____
- Windows _____
- Plumber _____
- Electrician _____
- Heating _____
- Insulation _____
- Paving _____
- Lawn Sprinkler _____
- Landscaping _____

Construction Rules

AIRPORT COMMUNITY – PLANES HAVE THE RIGHT-OF-WAY DRIVING ON OR CROSSING THE RUNWAY IS PROHIBITED

Meadow Creek roads/taxiways are owned entirely by the Meadow Creek membership. When routine repairs or replacement of our roads is needed, all owners are responsible to share the cost. Therefore, all owners are expected to ensure that you, your general contractor and all subcontractors strictly adhere to the following Construction Rules and Regulations. Fines for violations of any of these rules by persons working on your property will be solely your responsibility.

If you have questions or do not understand anything in the Rules and Regulations, contact the Manager, Architectural Committee or Board of Directors for assistance.

Meadow Creek Construction Contacts

Meadow Creek General Number

708-217-3458

General

As described in the Architectural Review Documents, there is a fee required to have Meadow Creek's architect review your plans and a Construction/Security deposit is required prior to you receiving your final approval letter. This deposit is to be used strictly for any fines you may incur or and damage that may result from your construction; it cannot be used to pay your monthly assessments or lot cutting fees.

A Culvert Site Plan and a fee is are required at the time of plan submission. Your site plan will be evaluated and the culvert pipe sized by our engineer. This information will be depicted onto a copy of your site plan and returned to you. It is your responsibility to ensure that all required culverts, culvert elevations and structures are installed in accordance with this plan and any rules contained herein.

Contractor Insurance

Your general contractor must provide a certificate of insurance naming Meadow Creek as an "additional insured" on their General Liability policy and Workman's Comp policy. A minimum of \$1 Million is required on their General Liability Policy.

Jobsite Identification and Directions

- 1) The Architectural Committee will provide a map showing the required route all subcontractors must take to your jobsite. Your subcontractors must be given a copy of this map. You may email or fax a copy of this map to your subcontractors.
- 2) Your jobsite will be known by your lot number, your last name and your general contractor's name. When ordering material, these names and your lot number should be on your invoice so delivery vehicles can locate your lot. Your General Contractor is to provide signs with this information on them and locate these signs to direct deliveries to your jobsite.

Construction Access and Hours

1. **All construction vehicles and subcontractor vehicles are to use the North gate only**– both for entrance and exit – unless specifically directed otherwise by the Board. This gate is ½ mile north of the South gate at Harlem and Foss Avenue. **[Fine \$25/vehicle/incident.]**
2. Contracted exterior construction activity hours are from 6:30 am to 8:00 pm Monday through Friday and 8:00 am to 6:00 pm on Saturday. No exterior contractors are permitted to work on Sunday or major national holidays. **[Fine - \$50/incident.]**

3. A code will be assigned to each construction project to allow entry into the North gate only. This code can be deleted at any time you feel it necessary and a new one will be assigned; or if there is continual abuse of the code and Meadow Creek determines that it must be deleted. In cases of deliveries, press the phone icon button and then 001 at the caller box to gain entry.
4. Heavy construction traffic is prohibited during the spring thaw period. Since this varies yearly, please contact a Board Member and ask when the restriction is in effect. **[Fine - \$500/vehicle plus cost of repair.]**

Parking

1. All vehicles should be parked on stoned areas or on the grass of the construction lot. Parking on or along the side of the roads must be avoided. Roads need to be kept clear at all times for passing aircraft. Any questions, please contact a Board Member. **[Fine - \$25/vehicle.]**
2. **Walking, crossing over, driving any vehicle, parking or placing any material on the runway or access ramps to the runway, or runway easements is prohibited at all times. There is no exception to this rule. [Fine - \$50/person/incident or \$100/vehicle/incident.]**

Prior to Excavating Foundation

Notice – Before any work is done, you must notify the Board at ~~708-217-3458~~ of your expected start date.

1. Culvert Piping: All required culvert piping must be completely installed in accordance with culvert site plan. See the following section on **Culverts** for further information.
2. Erosion Controls: After your culvert piping is completed, a silt fence must be properly installed (trenched and back-filled) in any areas where silt may wash onto adjacent property, roadway or would adversely affect water drainage. Straw bale dams are to be placed and maintained in open swales at the lot lines to catch soil run-off. The placement of the silt fence or any other prescribed erosion controls will be in accordance with your site plan. Silt fences and erosion controls must remain in place and intact until the lot is properly finish graded (per site plan). **[Fine - \$25/day until fence and dams are installed properly.]**
3. Construction Driveway: After your culvert piping is completed, a minimum of the first 30' (from road) of your construction driveway must be built. The first 4ft. (from road) must be excavated 12 inches below the road's edge and filled with compacted grade-8 road mix. The next 26 ft. (minimum from road) must be built of clean 3 inch stone (not 3" and down). The balance of your construction driveway is addressed in the below section titled **immediately After Foundation Backfill.**
4. Portable Toilet: After your culvert piping is completed, a portable toilet must be delivered and installed at least 30 feet from the center of the road and on your own lot. The portable toilet must be secured due to high winds in this area. **[Fine - \$25/day until toilet is located properly and secured.]**
5. Inspection: You will not be allowed any further construction or deliveries until all above work has been inspected & approved by the Board.

Culverts

1. The entirety of any/all road ditches adjacent to your property must be enclosed in a culvert piping system and completely installed in accordance with your culvert site plan including any surface drains, catch basins, or other required structures.
2. All culvert piping must be double-walled plastic pipe (ADSN12) or reinforced concrete pipe (R.C.P) and must be properly joined to any driveway pipes or existing culvert pipes on adjacent lots using appropriate and approved connectors.
3. The section of culvert piping where any driveway will cross must be covered with compacted grade-8 road mix for stability and then clean 3" stone.
4. The Board must be notified the day before the culvert pipe is to be installed and must be present to inspect during installation to ensure proper installation. **[Fine - \$500 for not having a Board member present when the culvert pipe is being installed.]**
5. See Exhibit A for a detailed explanation of how culvert pipe and drains should be installed and surface areas graded. Grade-8 road mix must be installed along the sides of the plastic pipe to stabilize it.
6. **Unless you are in the business of installing culvert pipe, do not attempt to do this on your own. If you fail to properly install your culvert piping, Meadow Creek will hire a professional to re-install your pipe and bill you for this work.**

Concrete Delivery

1. The Board must be notified at least 24 hours prior to any concrete pours. The Board will determine if the weather and ground conditions are suitable to pour concrete and will also determine the route the concrete trucks must take. The Board will contact you to accept or deny the delivery request. **[Fine \$500 for not calling or for not following the Board member's instructions.]**
2. A pumper is mandatory on all footing, foundation and flatwork pours when weather and ground conditions are not suitable as determined by the Board. No concrete trucks are allowed to drive on mud surfaces at any time. **[Fine \$100/incident.]**
3. The load (yard) limit for all concrete trucks entering Meadow Creek is 5 cubic yards. This limit will be strictly enforced. Concrete truck drivers must present load weight tickets to Board. **[Fine - \$500/concrete truck.]**
4. All concrete pours (footing, foundation, and any flatwork) must begin before noon, or be small enough that they are complete by 5 pm. No concrete deliveries after 4:00 pm **[Fine \$100/incident.]**

Dumpsters

1. The only approved size of dumpster container is 20 cubic yards. No 6-yard containers are to be used. Larger containers are not permitted due to weight concerns on the roads.
2. Prior to the container being delivered, arrangements must be made with a Meadow Creek a Board member. They will meet the driver to make sure the container is placed in the proper location. Please allow one-day notice.
3. The dumpster must remain adjacent to the construction driveway area where it can be easily accessed. The disposal truck must be able to retrieve the dumpster and remain on the stoned area at all times. This keeps the disposal truck from tracking mud onto the streets. A tarp is

required to control blowing debris. **[Fine - \$50 / day until dumpster delivered and located properly.]**

4. To pick up or exchange a container, arrangements must be made for disposal service to meet the Board Member at the location, allowing at least 2-hours notice. Containers must be covered and not overfilled to prevent debris from blowing to neighboring lots. When the dumpster is full and not replaced in a timely manner, the a Board Member will call the appropriate disposal company to get the dumpster replaced, at your expense.
5. All lot owners are responsible for making the disposal contractor aware of these rules prior to beginning work. Failure to comply will result in a \$25/day fine to be assessed against lot owner.

Immediately After Foundation Backfill

1. Construction Driveway: The balance of your "construction driveway" must now be completed from the point where the clean 3" stone ended (min. 30' from road) up to the foundation. This section must be built only with clean 3" stone.
2. Dumpster: The delivery your dumpster must be coordinated with the Board as outlined in the section on **Dumpsters**.
3. Inspection: You will not be allowed any further construction or deliveries until all above work has been inspected & approved by a Board Member.

Site Appearance

1. Your jobsite must be left clean at the end of each day. All debris and construction waste must be placed in your dumpster. If you have not had a dumpster delivered yet, please remove the trash daily from the jobsite. Dumpsters must be removed and replaced when full. **Any debris blown off your site must be retrieved and placed in your dumpster or removed from the jobsite daily. [Fine - \$25 / day plus cost of cleanup.]**
2. It is you and your general contractor's **daily** responsibility to keep the roads clean of any and all debris, including mud, dirt and stone. **[Fine - \$50 / day plus cost of cleanup.]**

Burning Waste or Construction Material

The burning of waste or construction material is prohibited. **[Fine - \$50 /incident.]**

Utility Access

When utilities must be accessed from across the street, you must bore under the street to connect. **Cutting the road is prohibited.** Any damage to culverts, drainage ditches and/or lot areas must be restored to their original state. It is your responsibility to ensure this work is properly completed. **[Fine - \$100/incident plus cost of repair.]**

Lot Grading

1. Surface water must be channeled from the road edge and the lot to the culvert area and culvert surface drains.
2. An 8-inch deep swale (below road edge) must be located parallel with the road(s) and centered above culvert piping with positive drainage away from the road(s) and towards any surface drains. **[Fine - \$100/incident.]**
3. If a swale cannot be centered over the pipe, use an offset swale and side drain.
4. See Exhibit A for a more detailed explanation of how the grading should be done in the culvert area.
5. **If you fail to properly grade the swale on your lot, Meadow Creek will re-grade your lot with a proper swale and bill you for this work.**

Changes to Your Plans and/or Materials

1. The Architectural Committee must be notified immediately of any proposed additions, deletions, or modifications to the exterior, including but not limited to structural changes, color changes, material changes, or landscaping changes. **[Fine - \$100/incident.]**
2. All changes must be reviewed by the Architectural Committee and approved by the Board of Directors before proceeding with any changes.
3. All changes must be reflected on revised drawings before the review process can begin.
4. If necessary, such changes may also have to be reviewed by Meadow Creek's architect and engineering firm.
5. Allow sufficient time for the review and approval process to be completed.

Exhibit A

Swale and Culvert Requirements

Meadow Creek requires that lot grading must channel surface water to culvert pipes, both from the road edge and the lot. This is accomplished by providing a shallow swale centered over a culvert pipe and with properly spaced surface drains into a culvert pipe. Drains are typically required approximately every 80 ft of the culvert pipe run but may be required more often depending on the specific site. The culvert pipe needs to be deep enough to provide sufficient soil over it to support grass growth and needs to be properly sloped so as to not retain stagnant water. The culvert pipe elevations at the edge of the lot are to be such that they properly drain into the culvert pipe of an adjoining lot so as to prevent retaining stagnant water in the culvert pipe.

Lot grading must provide for a 5% grade from the edge of the road to the swale. The top of the culvert pipe must be a minimum of 15 inches below the top of the road edge. If connections to adjoining lots allow, culvert piping should be buried even lower to minimize the possibility of freezing ground water heaving the pipe over time. Non- Driveway culvert pipe is to be Double Wall ADS-N12 or equivalent. If a 9 inch minimum cover over the top of a non-driveway culvert pipe cannot be maintained, then concrete pipe is to be used. Culvert pipes located under driveways are to be concrete.

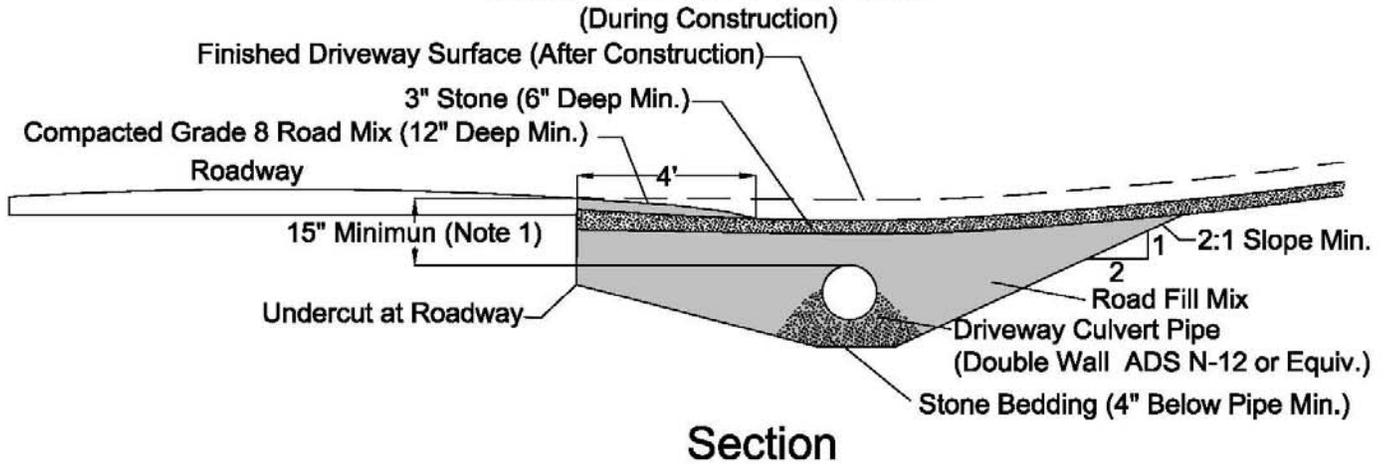
Culvert size and depth are determined by the master engineering plan. Refer to the plan and shoot elevations from a known grade. All culverts must drain as engineered and are not to hold water.

U-shaped driveways require that surface drainage between the two driveways be provided. At least one drain must be provided between a U-driveway with the location dependant on the grade between the driveways. Swales must channel water from the lot, driveways and road into the drains. Washout to the roads is not acceptable.

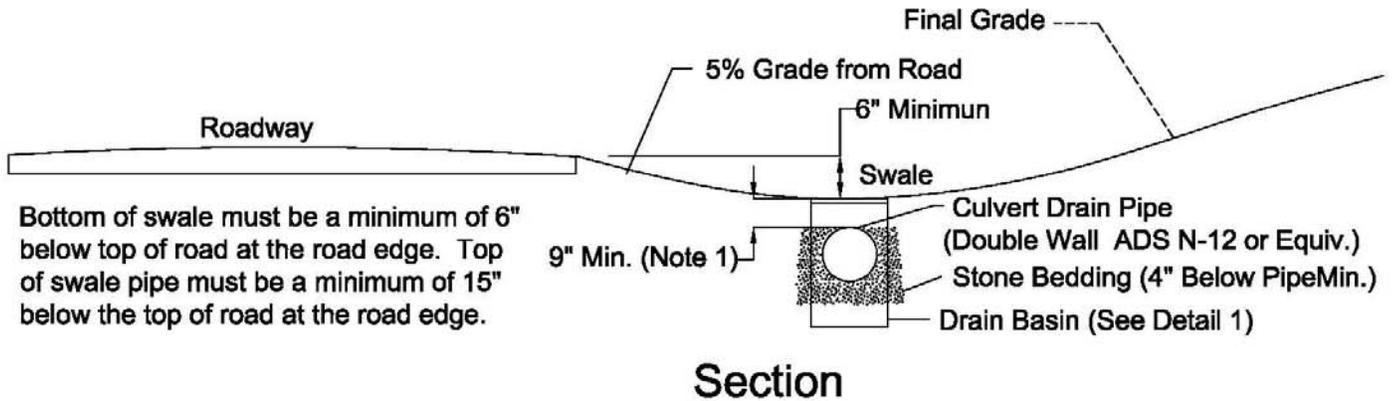
Driveway culverts are to be concrete and must be covered with Road Fill Mix under the driveway. Drive entrance must be undercut a minimum of 12 inches from the top of the adjoining road. Three inch stone must be used as a driving surface during construction to keep trucks off mud surfaces and prevent damage to the road edge as well as mud tracking on to the roads.

The following illustrations provide examples of the above requirements.

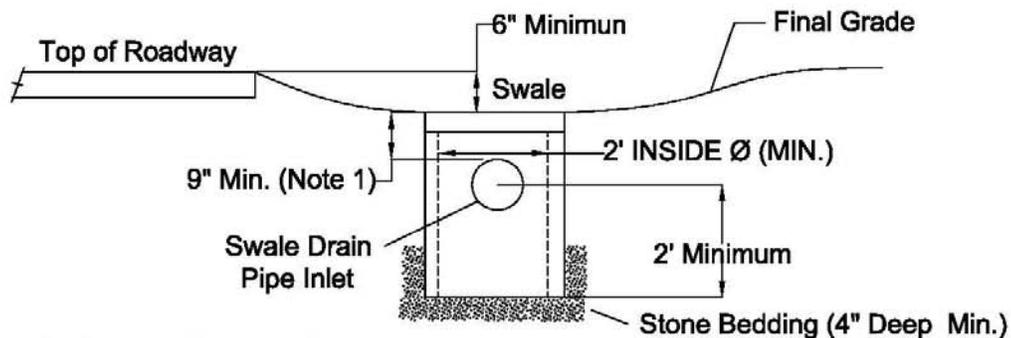
Drive Culvert & Surfaces



Swales & Culvert Pipe



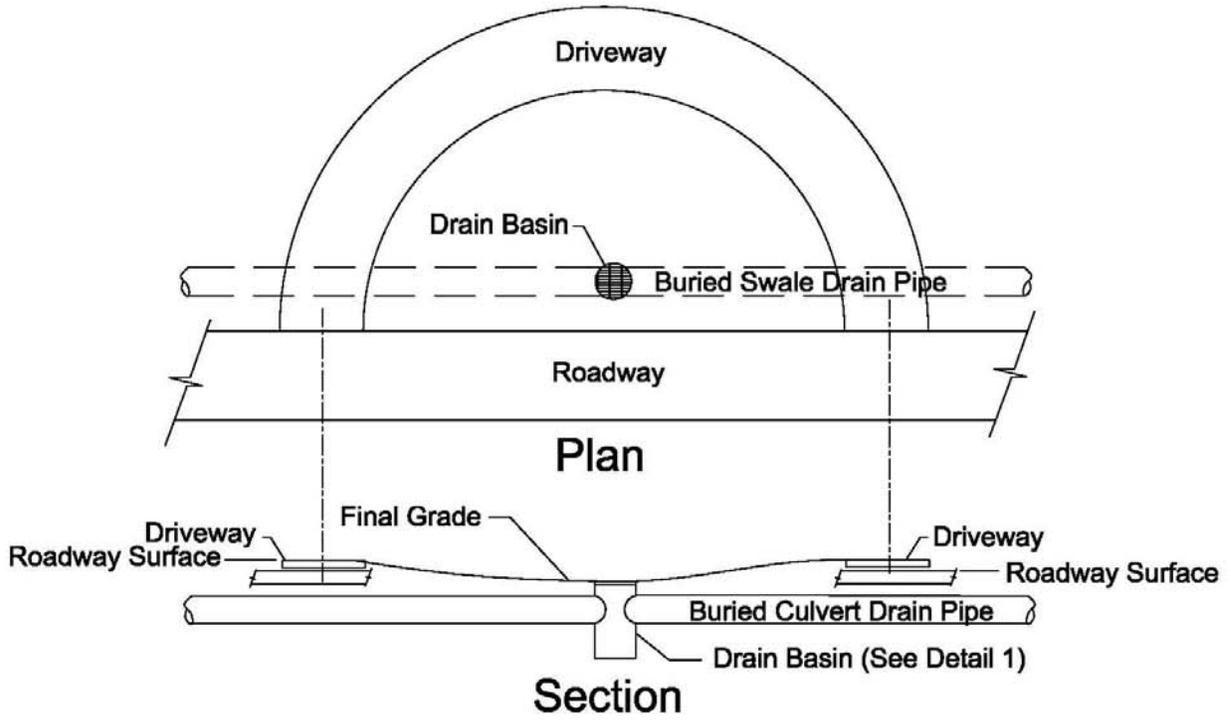
Bottom of swale must be a minimum of 6" below top of road at the road edge. Top of swale pipe must be a minimum of 15" below the top of road at the road edge.



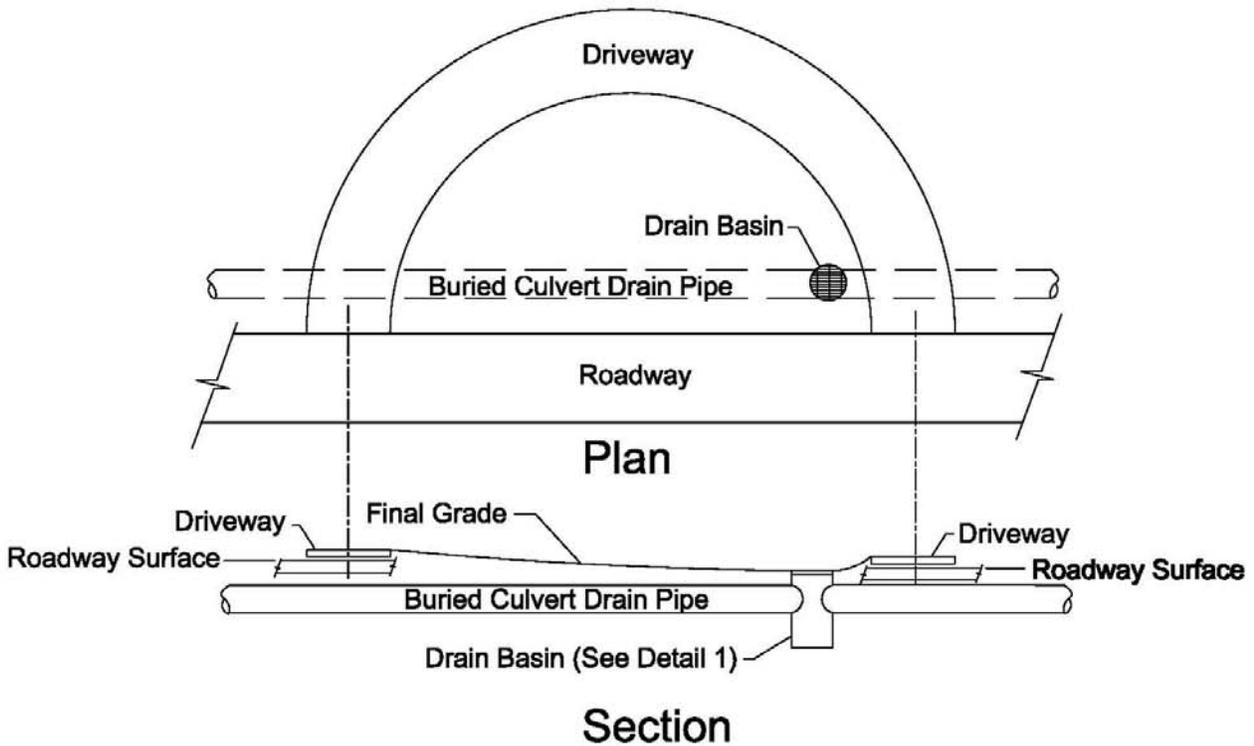
Note 1 - Concrete Pipe is to be used if (9" Min. Cover cannot be achieved)

Detail 1 Drain Basin

U-Driveway with Center Drain Basin



U-Driveway with Offset Drain Basin



Important Contacts

Meadow Creek Homeowner Association

25355 S Doolittle Drive, Monee, IL 60449 708-217-3458

Police

Emergency 911 Will County Sheriff
Non-emergency 815-727-6191

There is a Will County Sheriff substation in Crete on Exchange Road.

Fire

Emergency 911 Monee Fire Protection District
Non-emergency 708-534-8772

A Monee Fire Protection District fire station is located ½ mile south of Meadow Creek on Harlem Avenue.

Post Office

5410 W. Main Street, Monee 708-534-8057

Cable TV and Internet Service

800-COM-CAST Comcast
855-847-8340 AT&T

Trash Collection Services

708-489-6779 GTI
708-332-0298 NuWay/Homewood

Water/Sewer

877-987-2782 Aqua

Handy Information

Pizza:

Frankie's Pizza 708-534-2050
25921 S. Governor's Highway
Monee (they deliver & have dine-in)

Pizza Hut pizzahut.com
5601 W. Manhattan Monee Road
Monee
(Delivery & Pick-Up only)

Sicilian Joe's Pizza 708-534-0000
4830 W. Court Street
Monee
(Delivery & Pick-Up only)

Grocery:

Jewel/Osco 815-464-3763
21164 S. LaGrange Road
Frankfort

Mariano's 815-464-3376
LaGrange, just north of Rt. 30
21001 S. LaGrange Road
Frankfort

Walt's Food Store 815-469-2111
LaGrange & Colorado Road
(strip mall w/Starbucks & Chef Klaus)
Frankfort

Walt's Food Store 708-672-3270
Exchange Street (Just west of 394)
Crete

Berkot's Supper Foods 708-258-3460
312 S Harlem
Peotone

Big Box Stores:

Walmart 708-503-0440
Rt. 57 & Sauk Trail
Richton Park

Menards 708-503-2160
21630 S Cicero
Matteson

Home Depot 708-481-1551
20808 S Cicero
Matteson

Drug Stores:

Walgreen's 815-806-0438
7209 W. Lincoln Highway
Corner of Harlem & Rt. 30
Frankfort

Walgreen's 708-720-2036
5640 Lincoln Highway
Rt. 30 just West of Rt. 57
Matteson

Walgreen's – 24 Hour Pharmacy 708-747-0121
20950 Governor's Highway
Governor's Highway, couple blocks
North of Rt. 30
Olympia Fields

Walgreen's 708-679-0598
4889 Sauk Trail
East of I-57, just west of Cicero
Richton Park

Medical Centers

Riverside Medical Center 708-534-7523
25711 S. Egyptian Trail
Monee, IL 60449

Dentist:

Terese Boggs, D.D.S 708-634-9700
5601 Monee-Manhattan Road
Suite 117
Monee

Manhattan-Monee Road Restaurants East of Rt 57

Burger King
Culvers
Dunkin Donuts – in BP Station
Iron Skillet – 24 hour truck stop
Kentucky Fried Chicken/Taco Bell
Lucky Burrito
McDonald's in Pilot Station (24 hours)
Pizza Hut
Schoop's – open for breakfast, lunch & dinner
Subway – in BP Station

Route 50 Restaurants

Brian's Bar
Frankie's Pizza & Italian (dinner only)
Marilyn's Family Restaurant (breakfast & lunch only)
Labas Latte & Vino

Miscellaneous

Dollar General 708-627-0200
25700 S Governor's Highway
Monee

7-Eleven 708-534-2914
25936 S Governor's Highway
Monee

Monee Area Colleges and Universities

Governors State University
University Park

Saint Xavier University
Orland Park

IIT Technical Institute
Orland Park

Prairie State College
Chicago Heights

South Suburban College
South Holland

Westwood College
Calumet City

For additional Colleges and Universities near Monee, go to:
www.collegesimply.com/colleges-near/Illinois/Monee/

Assessment Billing & Collection Policy

The Board of Directors has adopted the following resolution to establish the billing and collection policy of the Meadow Creek Community Association.

This Policy is based upon the following:

1. The Association is charged with certain responsibilities regarding the care, maintenance, and service of the Meadow Creek Community Association.
2. The Association must have the financial ability to discharge its responsibilities.
3. The Board of Directors is required to pursue collection of assessments and other charges from delinquent members.
4. The Board of Directors desires to adopt a uniform, written, and systematic policy to collect assessments and other charges from members.
5. This Policy complies with the governing documents (Articles of Incorporation, Declaration of Covenants, By-Laws, Rules and Regulations, and Board Resolutions).

The Board of Directors adopts the following procedures for the billing and collection of assessments and other charges of the Association.

1. Billing Periods

The annual assessment is billed and payable in Quarterly billing periods. The first billing period covers January through March, the second period is from April through June, the third period is from July through September and the fourth billing period covers October through December. These bills contain the assessments and may also contain other charges (e.g. lot mowing charges).

2. Due Dates

The due date for these bills is the 1st day of each billing period, January 1st, April 1st, July 1st, and October 1st. Any unpaid amounts become past due and delinquent on the 30th day of the month in which the payment is due.

3. Receipt of Payments

Payments are considered received by the Association when the payment is received at the Association's mailbox or when given to a Board member.

4. Invoices

The Association may, but is not required to, invoice a member as notification of the member's financial obligations to the Association. If the Association invoices a member, the Association will mail the invoice to the member prior to the preceding the billing period's payment due date. Not receiving the invoice does not relieve the member from the financial obligation to pay the amount due by the due date.

5. Late Charges

Any member whose lot assessment is past due and delinquent will receive a late charge of \$10/month/lot for each lot assessment. The late charge on each unpaid lot assessment in a quarterly (3 month) billing period is \$30. Late charges of \$10/month/lot will continue until paid in full. Late charges are common expenses and are due and payable immediately without additional notice.

6. Returned Check Charges

A \$25 fee will be assessed against a member if any check or other payment instrument is not honored by the bank or is returned by the bank for any reason, including but not limited to insufficient funds. Any fees assessed against the Association by the bank due to checks or other payment instruments not being honored or being returned by the bank will also be assessed against the responsible member. These fees are common expenses and are due and payable immediately upon demand. Additionally, the Association is entitled to any other remedies as provided by applicable law. If two or more checks from a member are returned unpaid by the bank in any 12 month period, the Association may require the member to make all future payments by cash, certified check or money order for the next year.

7. Attorney's Fees on Delinquent Accounts

As an additional expense permitted under the governing documents, the Association is entitled to recover any reasonable attorney fees and collection costs incurred in the collection of any past due and delinquent amounts due the Association. Reasonable attorney fees are due and payable immediately upon demand.

8. Application of Payments to Delinquent Accounts

The Association will credit payments received in the following order:

- i) Charges for legal fees, court costs, and other costs of collection
- ii) Late charges
- iii) Other charges incurred by the member
- iv) Special assessments
- v) Vacant Lot assessments
- vi) Lots with Homes Assessments

Payments applied within each billing category listed above will be applied to unpaid amounts in ascending date order (oldest dates first). For owners of a home and one or more vacant lots, payments will be applied to the vacant lot(s) in the order of the Lot number (lowest to the highest) and then to the lot with the home. For owners that do not have a home but owns multiple vacant lots, payments will be applied to the vacant lot(s) in the order of the Lot number (lowest to the highest).

9. Security Deposits

Security deposits are held by the Association for reasons unrelated to the collection of assessments and other charges imposed by the Board (for example, to insure the proper completion of construction work and to insure any damage to Association property is properly repaired). For this reason, security deposit monies are independent of the collections process. A member's security deposit will not offset or reduce the member's outstanding receivables. A member is responsible for paying their total outstanding balance regardless of any security deposit monies held by the Association.

10. Disputed Amounts

A member may dispute any assessments or other charges but is still required to pay the disputed amounts by the applicable due dates. Only amounts disputed in writing will be considered a disputed amount. If a paid disputed amount is determined not to be chargeable to the member, a credit will be applied to the member's account or a refund check will be issued if the person is no longer a member of the Association.

Disputed amounts unpaid will become past due and delinquent based on the same schedule as outlined in this policy and the collection process will be followed to collect these unpaid amounts. Any late charges, interest, other charges, legal fees, court costs, or other collection costs incurred by a member because a disputed amount was unpaid will remain on the member's account even if the disputed amount is determined not to be chargeable to the member.

11. Collection Letters

After any amount is past due and delinquent, the Association may send, but is not required to send, a 'Late Notice' to the member. A 'Late Notice' is a demand letter for immediate payment of all past due amounts. The Association may simultaneously send a copy of this 'Late Notice' to the mortgage lender.

12. Notification by Certified Mail and/or Regular Mail

If the Association sends a collection or demand letter to a delinquent member by regular mail, the Association may also send, but is not required to send, an additional copy by certified mail.

13. Liens

The Association may file a 'Notice of Lien' against the property of any delinquent member in accordance with the governing documents. Any costs incurred by the Association in filing and/or removing this lien will be charged to the member.

14. Referral of Delinquent Accounts to Attorneys

The Association may, but is not required to, refer delinquent members to attorneys for collection of unpaid amounts. The Attorneys may take all appropriate actions to collect the unpaid amounts. These actions may include demand letters and court orders of eviction. An Attorney demand letter for payment will cost a member at least \$100 / lot. An Attorney eviction notice filing with court appearance(s) will cost member at least \$700/lot.

15. Referral of Delinquent Accounts to Collection Agencies

The Association may, but is not required to, refer delinquent members to collection agencies for collection of unpaid amounts. These agencies may take all appropriate actions to collect the unpaid amounts.

16. Collection Procedures and Time Frames

The following is a guide to the billing and collection process

-----BILLING PERIOD-----

Activity	1 st Q	2 nd Q	3 rd Q	4 th Q
Billing notices sent	Late Dec	Late Mar	Late June	Late Sept
Due date (date payment is due)	Jan 1	April 1	July 1	Oct 1
Past due date (date payment is delinquent)	Jan 30	April 30	July 30	Oct 30
Monthly Late charges imposed (per Lot)	Feb 1	May 1	Aug 1	Nov 1
Late notice with late fees (Statement)	Late Mar	Late June	Late Sept	Late Dec
Referred to attorney for legal action	July 1	Oct 1	Jan 1	April 1

17. Waiver of Collection Procedures

The Board of Directors may grant a waiver of any part of this Policy upon written petition by any member showing a personal hardship. The Board is authorized to modify the collection procedures listed in this Policy as they determine appropriate under the circumstance.

18. Notification to Members

The Association will send a written copy of this Policy to all members when it becomes effective. Upon any future change to this Policy, the Association will send a revised written copy of this Policy to all members. Additionally, this Policy will be posted on the Association's web site for members to access.

19. Effective Date

This Billing and Collection Policy is effective immediately upon approval of this Policy by the Board of Directors.

20. Changes to the Billing and Collection Policy

The Board of Directors may amend any part of this Billing and Collection Policy at any time upon proper approval of the changes by the Board of Directors.

21. Ongoing Review and Evaluation

Nothing in this Policy requires the Association to take specific action other than to notify the members of the adoption of this Policy and any changes to this Policy. The Association has the right to continue to evaluate each delinquent member independently of any other delinquent member.

Revision 1 of the Meadow Creek Owners Book was approved by the Meadow Creek Board of Directors on March 18, 2021

Board of Directors Signoff

John Huber

John Welch

Marilyn Sanders

Larry Loziuk

Frank Jackson

Rob Dolliver

Gene Lisula

Attachment 1

Meadow Creek Covenants

PREFACE

Will County currently consider the original PUD and the current Covenants as two separate governing documents. When a difference exists between the PUD and the current Covenants, the county has enforced the more restrictive of the two documents during the drawing review process. Thus, the county has limited building heights to the lesser of 2-1/2 stories or 30 ft, as called out in the PUD and the combination of a hangar and garage to 3,000 square feet and 48,000 cubic feet as called out in the PUD. Regarding the minimum home size, however, they have followed what is called out in the current Meadow Creek Covenants.

Some of the differences in the two documents are as follows:

1988 PUD (Planned Unit Development)	2nd Amendment to the Covenants
<p><u>2. Building Height</u> No Dwelling shall be more than two and one-half stories or 30 feet in height, whichever is the lesser</p> <p><u>3. Dwelling Size</u> The ground floor living area per dwelling unit, exclusive of attached garages, carports, hangars for planes, open terraces and breezeways, shall be:</p> <p>(a) For a one-story dwellings - not less than 2,000</p> <p>(b) For dwellings of more than one story - not less than 1,500 square feet.</p> <p>(c) If a hangar and/or garage 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 ft in volume.</p> <p>4. Location on Lot Landscaping - NO requirements Side Drives - NO requirements</p>	<p><u>2. Building Height</u> No Dwelling shall be more than two and one-half stories.</p> <p><u>3. Dwelling and Hangar Size</u></p> <p>A. For a one-story dwelling at least:</p> <p>1) 2,800 square feet of living area if dwelling does not have an attached hangar, or</p> <p>2) 2,400 square ft of living area if dwelling does have an attached hangar.</p> <p>B. For a dwelling more than one story:</p> <p>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 area on the first floor.</p> <p>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.</p> <p>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 ft in volume.</p> <p>4 Location on Lot <u>Landscaping</u> All trees must be placed at least forty-five (45) feet from the dedicated easements in the rear of side yards. <u>Side Drives</u> Any side drive constructed must be a minimum of two (2) feet from the side lot line.</p>

Note: The above Table is not all inclusive. There are other differences between the PUD and 2nd Amendment to the Meadow Creek Covenants. Both documents should be reviewed prior to starting the design process.

While Will County has taken the position of the more restrictive of the PUD and 2nd Amendment to the Meadow Creek Covenant requirement differences, when reviewing building plans, they can allow up to a 10% change in requirements as an Administrative Adjustment. A requirement change greater than 10% may be granted by the county via the Variance process.

**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



Attachment 2

Meadow Creek Fine Process

Meadow Creek Fine Process

This procedure outlines the process for administrating violations and fines for Meadow Creek Airpark. The intent of this procedure is to process member violations and fines in a fair, uniform manner.

1) Violation Observations

The Architectural Committee members and Board members are the primary source of noting violations in the community. In addition, any member of the community may report a violation. Violations are to be reported to the Chairperson of the Architectural Committee or their designee.

2) Violation Classifications

There are three classes of violations:

Serious Violations

Serious Violations are violations that endanger the safety and security of other members. These include:

1. Reckless driving and/or speeding in the development
2. Vehicles and/or walking on the runway
3. Overriding the operation of the entrance gates
4. Community Property Damage

Construction Violations

Construction Violations are violations that result from major construction projects in the development by owners or their contractor(s). These include:

1. Not providing a minimum of 24 hour notice to Board member of a concrete delivery.
2. Concrete loads in excess of 5 yards
3. Not using a pumper for footing, foundation and flatwork pours when ground conditions are not suitable as determined by the Board
4. Not cleaning the roadway of stones or dirt at the end of each workday.
5. Use of South gate for construction vehicle access
6. Construction during the hours of 8pm and 6:30am
7. Heavy construction vehicles using the roads during the spring thaw period
8. Construction worker parking violations
9. Not providing a 20 yard dumpster during major construction
10. Driving, walking or placing material on the runway taxi-ways/paved easements
11. Not maintaining silt fencing
12. Not installing a culvert and construction driveway prior to the start of a new home
13. Not providing a construction portable toilet
14. Debris left on site and not placed in a dumpster
15. Burning of Waste
16. Road or adjacent property damage

Misdemeanor Violations

Misdemeanor Violations do not endanger the safety and security of other members and are minor in nature. Examples include:

1. Garbage tote violations
2. Unapproved street parking
3. Parking more than 2 vehicles in driveway overnight
4. Trailer, camper and boat driveway parking in excess of 3 days before or after a trip
5. Commercial vehicle parking
6. Derelict vehicle parking
7. Offensive odors
8. Loud noises/music
9. Basketball hoop violations
10. Trampoline violations
11. Leaving pet waste on other member's property
12. Excessive grass and weed growth
13. Non-approved For Sale Signs
14. Airport use violations
15. Exterior changes without Architectural Committee approval including:
 - A. Exterior color changes including roofing, siding, doors and trim
 - B. Landscape changes
 - C. Live tree additions/removal
 - D. Construction of patios, fences or structures
 - E. Re-grading of a lot
 - F. Lot drainage modifications

3) Violation Notifications

The process of Violation Notification depend on the type of violation. Serious and Construction Violations do not require a Verbal or Written Notice whereas Misdemeanor Violations do require Verbal and Written Notices prior to fining an owner. The Notification Process is as follows:

Serious and Construction Violations

In general, fines for Serious violations and Construction violations are imposed by the Board without any prior notification. Such fines, however, may be appealed by the owner at the next Board meeting.

Misdemeanor Violations

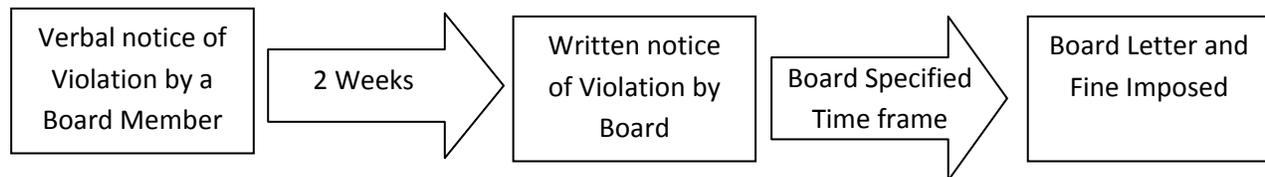
Notification of a Misdemeanor Violation is a three step process as follows:

1. After a violation has been reported, a Board member is to verbally discuss the violation with the offending member. If it is a homeowner in the development, an attempt is to be made to discuss the matter in person. If after multiple visits, the homeowner is not available, then the Board member may discuss the matter via a phone call. Non-homeowners are to be contacted via a phone call.
2. After being verbally notified of the violation and two weeks has passed, if the violation still exist, a letter shall be mailed to the owner from the Board of Directors. The letter shall notify the owner that if the violation is not corrected within a timeframe set by the Board (typically two weeks of the date

of the letter), a fine will be imposed for the violation. The amount of the initial fine and any reoccurring fine amounts shall be noted in the letter.

3. After the timeframe set by the Board in the written notification, if the violation has not been corrected, a second letter is to be sent which includes an invoice for the fine. Monthly fine invoices shall continue until the violation is corrected. The letter is to note that the fine may be appealed by personal appearance before the Board of Directors at the meeting following receipt of the letter.

A flowchart of the notification process for a Misdemeanor Violation is shown below.



4) Abusive Behavior

Some homeowners consider how they maintain the exterior appearance of their home as an absolute Inalienable Right. They feel such right overshadows any Covenant or Rules that may exist for the Meadow Creek community that they chose to live in. As a result, a homeowner may become overly aggressive or verbally abusive when a Board member tries to discuss a Misdemeanor Violation with them. Should this occur, it shall be noted in the record and the Board may elect to just mail future violations to the owner without first attempting to discuss the matter in person or by phone.

5) Occasional Violations

This violation process is intended for enforcing of habitual rule violations by an owner or their family members. It is not the intent of this procedure to pursue an owner that may occasionally inadvertently violate a rule. The Board does not want members to feel that we are there to watch and control them. Thus, the violation process should not to be initiated for occasional violations by an owner such as an extra overnight vehicle that is occasional left in the driveway or the occasional garbage tote left out an extra day because an owner forgot or was not home in time to put it away.

6) Appeal Process

An owner that incurs a fine which they feel is unjustified, may appeal the fine to the Board of Directors. When a fine is issued, the notice shall include instructions that the fine may be appealed. The fine notice shall advise the owner that the appeal needs to be done within 30 days of receipt of the fine by notifying the Association Secretary by email at secretary@meadowcreekairpark.org that they will be attending the Board meeting and will be appealing the fine. The Secretary is to add the appeal request to the Meeting Agenda. Board meetings are typically the 3rd Thursday of each month at 7pm and are posted before the meeting date on the bulletin board next to the mailboxes and at the gate entrances.

7) Noncompliance

If after being notified and fined for a violation, an owner does not correct the situation, the Board may remedy this issue by a Board member(s) or a Board hired contractor correcting the violation. If a contractor is retained to correct the violation, the cost is to be billed to the owner.

8) Schedule of Fines

The Board may impose fines using the following schedule as a guideline. Fines may be increased from those shown for repeat offenders of the same violation. When imposing a fine, the Board only needs to determine the conduct or violation more probably occurred based upon its evaluation of the evidence or testimony presented. The Board, in the exercise of its sole discretion, may determine that aggravated circumstances require a fine to be increased, reduced or waived.

9) Records

Violation Reports shall be prepared in the form similar to that provided in this procedure and submitted to the Chairperson of the Architectural Committee or their designee. Each record shall include the following:

- Lot Number
- Owner's Name
- Person Reporting the Violation
- Date Violation was first observed
- Description of the Violation

The Board of Directors shall maintain a Summary of Violation Dispositions in the form similar to that provided in this procedure. The summary shall include:

- Lot Number
- Owner's Name
- Person Reporting the Violation
- Date Violation was first observed
- Description of the Violation
- Date the offender was verbally notified of the violation
- Person notified
- Notification person
- Date the offender was notified of the violation via letter
- Date fine was imposed

Schedule of Fines

Serious Violation Fines

Reckless driving and Speeding in the development	\$100
Vehicles on the runway	\$100
Walking on the runway	\$50
Overriding the operation of the entrance gates	\$250
Community Property Damage	Cost plus Fine

Construction Violation Fines

24 hour notice to Board member of a concrete delivery	\$500/incident
Delivery of a concrete load in excess of 5 yards	\$500/truck
Not using a pumper for concrete pours	\$100/incident
Culvert Installation Inspection	\$500/incident
After hours concrete pour	\$100/incident
Stones or dirt left in roadway at the end of a workday	\$50/day plus costs
Use of South gate for construction vehicle access	\$25/vehicle/day
Construction during the hours of 8pm and 6:30am	\$50/incident
Heavy construction vehicles during the spring thaw period	\$500/day
Parking Violations	\$25/vehicle/day
Walking or placing material on the runway taxi-ways/paved easements	\$100/incident
Not maintaining silt fences	\$25/day
Lack of construction portable toilet	\$25/day
Debris left on site and not placed in a dumpster	\$25/day
Burning of Waste	\$50/incident
Erosion Controls/Silt Fence	\$25/day
Road or adjacent property damage	\$50/day plus costs
Non-Approved Architectural changes	\$100/incident

Misdemeanor Violations

Garbage tote violations	\$10/day
Unapproved street parking	\$10/vehicle
Parking more than 2 vehicles in driveway overnight	\$10/day/vehicle
Driveway parking with 20 feet of the road	\$10/day/vehicle
Derelict vehicle parking	\$10/day/vehicle
Commercial vehicle parking	\$10/day/vehicle
Trailer, camper and boat parking in excess of 3 days before/after a trip	\$10/day/vehicle
Basketball hoop violations	\$10/week*
Trampoline violations	\$10/week*
Leaving pet waste on other members property	\$10/incident
Excessive grass and weed growth	\$25/week*
Unapproved Exterior color changes including roofing, siding, doors and trim	\$25/week*
Unapproved Landscape changes	\$25/week*
Unapproved Live tree additions/removal	\$25/week*
Unapproved Construction of patio, fences or structures	\$25/week*

* Until Removed/Corrected or Approved by the Board

Meadow Creek Violation Report

Lot Number _____ **Owner** _____

Date Violation was First Observed _____ **Reported By** _____

Description of the Violation _____

Meadow Creek Violation Report

Lot Number _____ **Owner** _____

Date Violation was First Observed _____ **Reported By** _____

Description of the Violation _____

Meadow Creek Violation Report

Lot Number _____ **Owner** _____

Date Violation was First Observed _____ **Reported By** _____

Description of the Violation _____

Meadow Creek Violation Report

Lot Number _____ **Owner** _____

Date Violation was First Observed _____ **Reported By** _____

Description of the Violation _____
