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RESTATED

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND LIENS**

and

**ESTABLISHING A PLAN FOR REPAIR, MAINTENANCE,
DEVELOPMENT AND OWNERSHIP**

of

PREMISES OF

MEADOWCREST SUBDIVISIONS

WILL COUNTY, ILLINOIS

DECLARANT:

**MEADOWCREST HOMEOWNERS ASSOCIATION
an Illinois not-for-profit corporation**

**THIS INSTRUMENT PREPARED BY
& RETURN RECORDED DOCUMENT TO:**

Attorney Michael W. Hansen
MICHAEL W. HANSEN, PC
735 Essington Road, Suite 102
Joliet, Illinois 60435

**RESTATED
DECLARATION OF MAINTENANCE OF OWNERSHIP
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS**

FOR

MEADOWCREST SUBDIVISIONS

INDEX OF DECLARATION

ARTICLE	SUBJECT	PAGE
I.	DEFINITIONS	4
II.	PURPOSE	5
III.	ADMINISTRATION	6
IV.	ASSESSMENTS – MAINTENANCE FUND	16
V.	CONSTRUCTIVE ACCEPTANCE	20
VI.	USE RESTRICTIONS AND MAINTENANCE OF PROPERTY	20
VII.	ENFORCEMENT	23
VIII.	MISCELLANEOUS	23

EXHIBITS

A.	Meadowcrest	27
B.	Detention Areas and Drainage Facilities	28

**RESTATED
DECLARATION OF MAINTENANCE OF OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
MEADOWCREST SUBDIVISIONS**

THIS DECLARATION made and entered into by the Meadowcrest Homeowners Association, an Illinois not-for-profit corporation, for convenience hereinafter referred to as “Declarant.”

WITNESSETH THAT:

WHEREAS, the Declarant is the governing association of property owners and the legal title holder of the common areas located on the real estate (also known as the Meadowcrest Subdivisions pursuant to a certain Plat recorded in the Recorder’s Office of Will County, Illinois as Document # R88-035427) legally described on Exhibit “A” attached hereto and made a part hereof (hereinafter called the “Real Estate”); and

WHEREAS, the Declarant wishes to restate the original Declaration of Maintenance of Ownership and of Easements Restrictions, Covenants and By-Laws for Meadowcrest recorded as Document #R89-022042 and the Covenants and Restrictions of Meadowcrest Subdivisions Will County, Illinois recorded as Document #R89-035427 so that the aforementioned documents are revoked and superseded by this restatement; and

WHEREAS, the above-described Real Estate was developed and improved for residential and other purposes and to construct, operate and maintain a drainage system and detention facility on a portion defined on Exhibit “B” attached hereto and made a part hereof on said premises, all pursuant to and in furtherance of the drainage system referred to in Document #639486 recorded in Will County, Illinois. The Declarant holds title to the detention and

drainage facility for the benefit of all current and future owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to proper use, conduct and maintenance thereof; and

WHEREAS, it is the desire and intention of the Declarant to develop, maintain and protect the value of said Real Estate (including Exhibits A and B) together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"); and

WHEREAS, the Declarant has further elected to declare that the several owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the duties, rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the land values and the cooperative aspect of ownership and maintenance of drainage/detention facility and to promote the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and

WHEREAS, Declarant hereby declares that all of the Property described above and each part thereof shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other thereof; and

NOW, THEREFORE, the Declarant as the legal title holder of the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- Declarant: Meadowcrest Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.
- Declaration: This restated Declaration as from time to time amended.
- Improvements: Shall mean and include but not be limited to buildings, parking areas, fences, walls, hedges, landscaping, mass plantings, poles, signs and any structures of any type or kind.
- Lot: Shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from the Original Developer to the first fee owner of said plot of land, other than the Original Developer. A Lot may have also been established by the original developer by an instrument in writing, or deed, executed, acknowledged and recorded by the Original Developer, which designated a plot of land as a Lot (or Building Lot) for purposes of these covenants. If two or more Lots, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Lots may, at the option of said owner, be combined and treated as a single Lot for purposes of the Covenants contained herein.
- Maintenance: Shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
- Mortgage: Shall mean a conventional mortgage or a deed of trust.
- Mortgagee: Shall mean a holder of a conventional mortgage or beneficiary under or holder of a deed of trust.
- Occupant: A person or persons, other than an Owner, in possession of a Lot.

Original Developer: Marquette National Bank, a National Banking Association, as Trustee under a Trust Agreement dated June 24, 1977, and known as Trust No. 7902, including the beneficiaries of said trust and any assignees or successors who were the original developers or codevelopers the Property.

Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot, provided, however, that an Owner may, upon written notice to Declarant, assign all or part of his rights but not his duties hereunder to Owner's tenant, and the Declarant while it owns land within the property. The term Owner shall also include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding to title real property.

ARTICLE II

PURPOSE

The Property is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of said premises so as to construct, operate and maintain a water detention facility on Exhibit "B" premises; and to enhance and protect the value, attractiveness, uniformity, and desirability of the several Lots constituting the Property for all current and future owners or occupants of the Property, or any part thereof; and to provide for the efficient preservation of the values and amenities in the community located on the Property and to create an agency to which shall be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions hereinafter contained and created.

ARTICLE III

ADMINISTRATION

3.1 Administration of the Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the “Board”), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the board shall be one of the Owners or a spouse of an Owner provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designed agent of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the board.

3.2 Association. The Meadowcrest Homeowners Association, an Illinois not-for-profit corporation is and shall continue to be the Owner and governing body for all the Owners:

- (a) for the duty, maintenance, repair, replacement, administration and operation of surface water drainage and detention facilities on the Property;
- (b) to enhance and protect the value, attractiveness, uniformity, and desirability of the several Lots constituting the Property for all current and future owners or occupants of the Property, or any part thereof;
- (c) to provide for the efficient preservation of the values and amenities in the community located on the Property; and
- (d) to maintain, administer, and enforce the Covenants and Restrictions hereinafter contained and created.

The Board of Directors of the Association shall be deemed to be the “Board of Managers” referred to herein. Every Owner shall be a member therein, which membership shall

automatically terminate upon the sale, transfer or other disposition by such member of his Lot Ownership, at which time the new Owner shall automatically become a member therein.

3.3 Voting Rights. There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a “voting member.” Such voting member may be the Owner of one or the group composed of all the Owners of a Lot Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Except as otherwise required by the terms of this Declaration the total number of votes of all voting members shall be entitled to one vote per Lot.

3.4 Meetings.

(a) Meetings of the voting members shall be held at this Property or at such other place as may be designated in any notice of meeting. At any meeting of the voting members, the presence in person or by proxy of the voting members for at least ten percent (10%) of the number of Lots shall constitute a quorum. Except as otherwise required by the terms of this Declaration any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members for at least fifty-one percent (51%) of the number of Lots represented at such meeting.

(b) Annual Meeting. Annual meetings of the voting members shall take place on such date as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board, or by the voting members for at least one fourth (1/4) of the number of Lots and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.5 Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally, by mail or via electronic transcription (email) to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Lot of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.6 Board of Managers (Board of Directors).

(a) In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Board members shall be elected for a term of three (3) years each, and their terms shall run at staggered intervals so that each year there is always at least two (2) Board members not up for election (except in cases of death, removal or resignation where a position may open prior to expiration

and a candidate may be elected to fill the remainder of a deceased, removed or resigned Board member's term).

The voting members for at least two thirds (2/3) of the number of Lots may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of the Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one third (1/3) of the persons on the Board shall expire annually.

Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members for at least two thirds (2/3) of the number of Lots. Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at the special meeting of the voting members called for such purpose.

Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all duties incident of the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(c) Any Board member may be removed from office by affirmative vote of the voting members having at least two thirds (2/3) of the number of Lots, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

3.7 General Powers of the Board. The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, professional fees, operating and maintenance expenses of the Association, electricity, gas and other necessary utility service for the corporate purposes and if not separately metered or charged to the Lots.

(b) A policy or policies of insurance, including liability, insuring the drainage or detention facility and the Lots against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the drainage/detention facility written in the name of, and the proceeds thereof shall be payable to the Members of the Board, as trustees for each of the Owners. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Declarant, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the drainage/detention facilities for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall be responsible for surface water drainage/detention within his Lot and shall notify the Board in writing of any additions and alterations to his Lot resulting in any potential increase in water run-off and he shall be responsible for any deficiency in any insurance loss

recovery resulting from his failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Lot, as their respective interest may appear, (2) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of such policy without at least ten (10) days prior written notice to the Owner and mortgagee of each Lot, (3) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Insurance Trustee, the Declarant, the managing agent, if any, their respective employees and agents, and Owners and occupants, and (4) shall contain a "Replacement Cost Endorsement." Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Declaration; provided, however, that if the Board fails to perform all the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee or mortgagees have required to avail themselves of their rights under the standard mortgage clause endorsement to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be charged to the share otherwise distributable to such Owner. The Board may engage in the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$500,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Lot

shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses.

(c) Comprehensive public liability and property damage insurance in such limits as the board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees, and the Owners including Trustee individually and as aforesaid, from any liability in connection with the drainage/detention facilities or the streets, sidewalks and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) Landscaping, lawn care, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the drainage/detention facilities only in Exhibit "B" of the Property shall be the responsibility of the Board. Each Owner shall be solely responsible for all maintenance, repair and replacement of any drainage/detention facility within and serving his Lot exclusively, unless such facilities are so installed as to be part of the detention facilities on Exhibit "B." All actions concerning maintenance of furnishings or equipment on or in the drainage/detention facilities shall be in accordance with rules and regulations adopted by the Board from time to time.

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for

the maintenance and operation of Exhibit "B" of the Property as first-class sidewalk and detention facility or for the enforcement of this Declaration.

(g) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the detention facilities, rather than merely against the interests therein of particular Owners. Whether one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said liens shall be specially assessed to said Owners.

(h) Maintenance and repair of any Lot or any part of the detention or drainage facilities which an Owner is obligated to maintain or repair which is necessary, in the discretion of the Board, to protect the detention or drainage facilities, or any other portion of the Property, and the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(i) The Board or its agents upon reasonable notice may enter any Lot when necessary in connection with any maintenance or reconstruction for which the Board is responsible or which the Board has the right to do. The Board or its agents may likewise enter any Lot for such maintenance and reconstruction. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(j) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital addition to, or capital improvements of the detention or drainage facilities (other than for purposes of replacing or restoring portions of the detention or drainage facilities, subject to all the provisions of this Declaration) requiring an expenditure in excess of Seven Thousand Dollars (\$7,000.00) without in each case the prior approval of the voting members for at least two thirds (2/3) of the number of Lots.

(k) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination of the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(l) The Board may adopt such rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the drainage and/or detention facilities; for the health, safety and general welfare of the Owners and Occupants of the Property in relation to such facility; to enhance and protect the value, attractiveness, uniformity, and desirability of the several Lots constituting the Property for all current and future owners or occupants of the Property, or any part thereof; and to provide for the efficient preservation of the values and amenities in the community located on the Property.

Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. Such rules and regulations may be amended by the voting members for at least two thirds (2/3) of the number of Lots.

(m) The Board may engage the services of an agent (or management organization) to manage the Property to the extent deemed advisable by the Board.

(n) The Board may elect to have the cost of any or all of the goods and services described above assessed specially to each Owner in proportion to his use or benefit from such goods and services.

(o) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(p) The Board shall have no authority to borrow money without in each case the prior approval of the voting members for at least two thirds (2/3) of the number of Lots.

(q) The Board shall have the right, to suspend the enjoyment rights of any voting member for any period during which any assessment remains unpaid, and for any infraction of its published rules and regulations.

(r) The Board shall have the right to levy reasonable fines against any Lot Owners who shall violate the covenants or restrictions contained within this Declaration or who violate its published rules or regulations. If said fines remain unpaid after they become due, they shall incur interest at the maximum interest rate allowed by statute (or such lesser rate as the Board shall adopt).

3.8 Liability of the Board of Managers. The members of Board of Managers, and/or the Declarant, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers, and the Declarant against all contractual or tort liability to others arising out of contracts made by or activities of the Board of Managers, and the Declarant on behalf of the Owners unless any

such contract or activity shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owners arising out of any contract made by the Board of Managers or the Declarant, or out of the aforesaid indemnify in favor of the Board of Managers, and the Declarant shall be limited to such proportion of the total liability thereunder as his real estate tax assessment bears to the total real estate tax assessment of all the Owners in the Property. Every agreement made by the Board of Managers, Declarant or by the managing agent, as the case may be, is made by such party acting only as agents for the Owners, and the Owners shall have no personal liability thereunder (except as Owners) and each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage is computed aforesaid.

ARTICLE IV

ASSESSMENTS – MAINTENANCE FUND

4.1 Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage as computed aforesaid.

On the 1st of each and every month, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one twelfth (1/12) of the assessment made pursuant to this paragraph. Assessments may also be payable in installments less frequent than monthly installments as the Board shall determine.

On or before April 1 of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the next amount over or short of the actual expenditures plus reserves. Such accounting may be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage as aforesaid in the detention facility to the next installment due from Owner under the current year's estimate, until exhausted, and net shortage shall be added according to each Owner's percentage as aforesaid in the detention facility to the next installment due.

4.2 The Board may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may issue an adjusted monthly statement which shall be assessed to the Owners according to each Owner's percentage as aforesaid in the detention and drainage facilities. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

4.3 The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's

obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4.4 The Board shall keep full and correct books of account in chronological order of the receipt and expenditures affecting the drainage and/or detention facilities, specifying and itemizing the maintenance and repair expenses of the said facilities and any other expense incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) day's notice to the Board and payment of his account fee, any Owner shall have furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

4.5 All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all Owners in the percentages computed on ratios of real estate tax assessments aforesaid.

4.6 No owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his Lot.

4.7 The Charter of the Meadowcrest Corporation Declaration, heretobefore recorded or which may hereinafter be recorded, creating an association of all Lot Owners in all the Property covered or to be covered hereby is or shall be incorporated herein and by reference thereto made a part hereof. The Association shall be operated by an Illinois not-for-profit corporation of which each Lot Owner and successors in title automatically become members. All member Lot Owners are subject to and have all the rights, benefits and obligations of members under the Declaration and are subject to assessment by said Association as in said Declaration provided. Each Lot Owner by acceptance of his deed agrees that assessments of the Association shall be common expenses as provided in this Declaration.

ARTICLE V

CONSTRUCTIVE ACCEPTANCE

5.1 Constructive Acceptance. Every Owner is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in this Declaration whether or not any reference to this Declaration is contained in the instrument by which such Owner acquired such Owner's interest in the Property, and each Owner shall have an easement for drainage and passageway over Exhibit "B" property.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE OF PROPERTY

6.1 Use Restrictions. The Property (including the several Lots) or any part thereof shall be occupied and used only as follows (the following list shall not preclude the Board from adopting Rules which provide additional or more stringent use restrictions):

- (a) Each Lot shall be used as a single-family residence and for no other purpose;
- (b) No business of any kind shall be conducted in any residence with the exception of the business of Declarant as is necessary to carry out the obligations outlined in this Declaration;
- (c) No noxious or offense activity shall be carried on, in or on any Lot with the exception of the business of Declarant as is necessary to carry out the obligations outlined in this Declaration;
- (d) No sign of any kind shall be displayed to public view on a Lot, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a Lot for sale or rent;
- (e) No owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence, or which would be in violation of any law;
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. However, dogs, cats and other household pets may be kept on Lot, so long as they are not kept, bred or maintained for commercial purposes;
- (g) No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot except in sanitary containers located in appropriate areas concealed from public view;
- (h) No fence, hedge, wall or any dividing instrumentality shall be constructed or maintained on or about the front yards of any Lot;
- (i) No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently;
- (j) No residence can be erected having less than the following square feet of living space:
 - i. 3,100 square feet for a 1 acre Lot
 - ii. 2,500 square feet for a 1/2 acre Lot
 - iii. 2,200 square feet for remaining Lot sizes

and not less than fifty (50%) percent brick exterior, unless otherwise approved in writing by the Board;

- (k) No residence can be built that takes longer than one (1) year to complete from date of excavation;

- (l) No pier shall be erected in or over the water detention area;
- (m) Except for the provisions in subsection (a) above, no structure, post, net, or other obstruction shall be erected or maintained on any portion of a residential Lot that is covered by the waters of the water detention area;
- (n) The water detention area is for natural water retention and shall not be used for any other purpose;
- (o) The use of snowmobiles, powered motor boats, sailboats, rowboats, paddle boats, canoes, electric powered pontoon boats and electric powered motor boats, and any and all equipment or vehicles (example; jet ski) and all boats shall be prohibited in the water detention area;
- (p) Ice fishing and Ice skating shall be strictly prohibited in the water detention area;
- (q) The discharge or dumping of sewerage, septic tank effluent, chemicals, papers, boxes, metal, wire, junk or other refuse of any nature and kind on or in, the water detention area shall be prohibited and the cost of removing same shall be charged against the Lot Owner;
- (r) No swimming, diving, or wading shall be allowed in the water detention area;
- (s) Lots adjacent to the water detention area shall not engage in any activity or landscaping that shall cause silt build-up or encourage weed growth;
- (t) The use of any and all fertilizer and weed killer shall be at the direction and written approval of the Board;
- (u) Semi-trailers, trailers, campers, boats and recreational vehicles parked on Lots shall be stored in garages or such other manner so that they are not visible from any of the streets on the Property. Notwithstanding, guests of Lot Owners utilizing such vehicles shall be allowed to temporarily park said vehicles on Lots (and within view of streets on the Property) for a maximum of seven (7) days per year;
- (v) Off road vehicles shall not be allowed in the water detention area at any time;
- (w) Yard waste shall not be thrown or stored in the water detention area;
- (x) Commercial vehicles (defined as vehicles with visible commercial lettering) parked on Lots shall be stored in garages or such other manner so that they are not visible from any of the streets on the Property. Notwithstanding, this provision shall not prohibit commercial vehicles to be temporarily parked on Lots or adjacent to Lots (on streets) by workers who are performing services for Lot Owners, the Board or the Association.

(y) the Board shall establish and maintain any other rules and/or regulations it deems appropriate in the operation, use and maintenance of the water detention area and the Property (including the several Lots located therein).

The Board, Lot Owners, and Association shall not be liable for any injuries that occur as a result of the violation of these use restrictions.

6.2 Owner's Obligation to Repair. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

6.3 Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within twelve (12) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VII

ENFORCEMENT

7.1 Enforcement. Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Default. If an Owner is in default of any payment of any of the aforesaid charges or assessment for thirty (30) days, the members of the Board may bring suit

and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and these shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court.

To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall become a lien or charge against the Lot Ownership of the Owner involved when payable and may be consolidated and foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided by the Board or from January 1 of each year. The first lien encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall not be subject as to priority to the lien of all common expenses on the encumbered Lot Ownership.

ARTICLE VIII

MISCELLANEOUS

8.1 No Waiver. Except as otherwise expressly provided herein, the failure or refusal of the Declarant or of any Owner to enforce any restriction contained herein shall not be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction contained herein.

7.2 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

7.3 Interpretation. The provisions of the restrictions set forth in this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the subject property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

7.4 Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Lots located within the Property, the Owners of additional Property made subject to this Declaration of Protective Covenants and their respective heirs, successors, personal representatives and assigns.

7.5 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the Lot if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

7.6 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

7.7 Mortgage. As used herein the terms mortgage shall be deemed to include a Deed of Trust, and the term "Mortgage" shall be deemed to include and/or the Beneficiary of a Deed of Trust, as the context may require.

7.8 Non-Insurer. Anything in this entire agreement to the contrary notwithstanding, the Declarant, and/or the Board, their successors and assigns, shall not be deemed an insurer or

be in any way liable for any breach of warranty expressed or implied or any loss or damage caused directly or indirectly from any failure of design, construction, maintenance and/or repair of the detention or drainage facility which is one of the principal subjects of this Declaration.

7.9 Amendments. Except for the continuing duty to construct, operate, maintain and repair the detention and drainage facility, the terms of this Declaration may be amended upon a two-thirds (2/3) affirmative vote of the Board of Managers and the concurring two-thirds (2/3) affirmative vote of the Owners at a special or general meeting.

7.10 Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7.11 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be enforceable for a period of twenty-one (21) years from the date hereof. Thereafter, they shall be automatically extended for an additional period of twenty-one (21) years unless otherwise agreed to in writing by the then Owners of at least three quarters (3/4) of the Lots.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

MEADOWCREST HOMEOWNERS ASSOCIATION
an Illinois not-for-profit corporation

By: Arthur C. Eberhardt
President

ATTEST:
Laura Ambrose
Secretary ~~Secretary~~ Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Arthur C. Eberhardt (President) of MEADOWCREST HOMEOWNERS ASSOCIATION an Illinois not-for-profit corporation and Laura Ambrose (Secretary) thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and therefore acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as to the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of March, 2015.

Michael W. Hansen
Notary Public

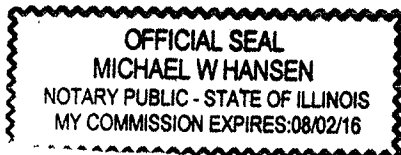


Exhibit "A"

MEADOWCREST SUBDIVISIONS

Units 1, 2 and 3 of Meadowcrest Subdivisions, located in the East half of the Northeast Quarter of Section 25, Township 36 North, Range 11 East of the Third Principal Meridian, in Will County, Illinois.

PIN 16-05-25-202-024-0000

EXHIBIT "B"

DETENTION AREAS AND DRAINAGE FACILITIES

Meadowcrest Subdivisions in the North East 1/4 of Section 25, Township 36 North, Range 11 East of the Third Principal Meridian, in Will County, Illinois.