STATE OF ILLINOIS )
) SS
COUNTY OF KENDALL )

200300016568
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-16-2003 At 11:56 am.
DECLARATION 25.00

AMENDED DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, AND RESERVATIONS CONCERNING THE OAK CREEK SUBDIVISION

THIS AMENDED DECLARATION MADE THIS 5th DAY OF May, 2003 BY OAK CREEK SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION (hereinafter referred to as "Association") On behalf of all owners of property in the OAK CREEK SUBDIVISION, their successor's, heirs and assigns.

WITNESSETH

WHEREAS, the Association has been empowered to act on behalf of all of the lot owners in the Oak Creek Subdivision Unit I and Unit II in connection with the recording of this Restatement of Conditions, Covenants, Restrictions and Reservations affecting the property described below in Article I;

WHEREAS, a Declaration of Conditions, Covenants, Restrictions, and Reservations was recorded affecting said property on October 19, 1988 as Document 88-5746, and First Amendment recorded on January 7, 1992 as Document 92-0150; and Restatement recorded July 28, 1999 as Document 9911198.

WHEREAS, a Declaration of By-laws of Oak Creek Subdivision Homeowner's Association, Inc. was recorded on January 14, 1988 as Document 88-0215 whereby the Association was empowered to assist in the orderly development, maintenance and preservation of the Oak Creek Subdivision and whereas a Declaration of Binding Effect was recorded October 19, 1988 as Document 88-5747; and

WHEREAS, the Declaration of Conditions, Covenants, Restrictions and Reservations provided in ARTICLE VII, PARAGRAPH 7 that:

> "...Any or all of the covenants herein contained may be revoked, amended or altered at any time from the date of this Declaration provided that not less than three-fourth (3/4) of the owners of real property in Oak Creek Subdivision consent thereof in writing, and provided further that such amendment(s) be duly recorded with the Recorder of Deeds of Kendall County, Illinois"

WHEREAS, on or before January 20, 2003 more than three-fourths (3/4) of the Owners of the real property consented to the Amendment Declaration of Condition, Covenant, Restrictions and Reservations and directed that the Oak Creek Subdivision Homeowner's Association prepare and record the necessary Amendments.

NOW THEREFORE, Association hereby declares that the Declaration of Conditions, Covenants, Restrictions and Reservations previously recorded against the property described above amended as set forth below and that said amendments shall have the same force and effect and shall apply in the same manner as if they were contained in the original Declaration of Conditions, Covenants, Restrictions and Reservations to all sales, transfers, conveyances and occupations of the property.

## ARTICLE I
## PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, sold, transferred, conveyed and occupied subject to the Covenants herein contained is located in the Subdivision of Oak Creek, Oswego Township, Kendall County, Illinois, and is more particularly described as follows, to-wit: Lots 1-61 in Unit I and Lots 1-13 in Unity II of Oak Creek Subdivision, Oswego Township, Kendall County, Illinois.

## ARTICLE II
## GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subject to the covenants hereby declared to insure proper use and development of the subject property; and to protect the owners of property herein against such use of surrounding lots as may depreciate the value of their property; in general to preserve the general welfare, health, safety and desirability of the land as a residential area.

## ARTICLE III
## GENERAL RESTRICTIONS

1. Land Use and Building Type:

All lots covered hereby shall be used for single family, private residential purposes only, unless designed for the other purposes on the master plan. No gainful occupation or profession, or other non-residential use, shall be conducted on any lot(s) or in any building located on any lot(s). No noxious or offensive activity shall be carried on in or upon any premise, nor shall anything be done thereon which is or may be or become any annoyance or nuisance to the neighborhood. No livestock (including horses and farm animals), poultry, or more than two domestic animal pets (only dogs and cats shall be considered domestic animal pets for the purpose of this covenant) shall be

kept or maintained on any lot, said owner shall at all times secure their said animals so as not to infringe upon or cause a hazard to other owners or their property. Dogs and cats must be contained on owner's premises or on a leash in other areas. No burning of refuse shall be permitted outside any dwelling, except that the burning of leaves naturally upon the premises is allowed. Commercial vehicles shall not be habitually parked in the subdivision. "Commercial vehicles" shall include all forms of transportation which bear signs or have printed on the same reference to any commercial undertaking or enterprise. In addition, no trailers, mobile homes, or recreational vehicles of any kind shall be habitually parked in said subdivision unless within a garage located thereon. Habitually parked for purposes of these restrictions shall be defined as parked in said subdivision, not within a garage located thereon, for a period in excess of three (3) consecutive days.

2. Dwelling Quality and Size:

All dwellings shall be constructed in accordance with the requirements of the applicable zoning ordinances of the County of Kendall and in accordance with such other standards as may be adopted by the Architectural Review Committee as hereinafter established. No construction of any kind including but not limited to: the erection or re-erection of any building; the erection or re-erection of any accessory building or structure; or the installation of any garage, driveway, parking area or similar structure may occur until and unless the plans and specifications therefore have been approved in writing by the Architectural Review Committee. This Committee shall have the right to review all such plans and specifications and to accept or reject the same if, in the opinion of the Committee, they are not suitable or desirable for aesthetic or other reasons. Such plans and specifications shall be either approved or disapproved by the Architectural Review Committee within thirty (30) days after their submission for review and if disapproved, the reason(s) therefore shall be given by the Committee. Plans and specification approval or disapproval shall be based on exterior appearance only. In no instance shall any structure be approved where the same will or may interfere with the public safety. In any event, the ground-floor living area of each dwelling, exclusive of attached garage, carports, patios, open terraces, courts, breezeways, and basements shall be:

a. For one-story dwellings - not less than 2,500 square feet;
b. For dwellings of more that one-story - not less than a total square footage of 2,800 square feet in the entire two-story residence;
c. Any tri-level or raised ranch shall contain not less than 2,500 square feet of living space.

Basements, garages and porches shall not be considered living area for the purpose of computing square footage in this provision (a-c) herein. No above ground pools shall be constructed or installed in the subdivision.

3. Building Locations:

No building shall be located on any lot nearer to a street or an adjacent lot than is

provided by the provision of the Zoning Ordinance of the governing body politic and corporate.

4. Lot Area and Width:

No dwelling shall be erected, placed or be permitted to remain on any lot having an area less than was originally platted as an entire lot unless approved in writing by the Architectural Review Committee. No resubdivision of any lot within Oak Creek Subdivision shall be done.

5. Easements:

Each of said lots in said subdivision is subject to permanent easements for installations and maintenance of utilities and for drainage facilities, and the same are reserved as shown, or otherwise noted, on the recorded plat. Within such easement, no structures, buildings, planting or other material shall be erected, planted or stored where the same may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements. The easement area in each lot shall be maintained by the owner of said lots except for such improvements installed and maintained by public authority or a public utility.

6. Utilities:

Any utility lines on property shall be installed underground.

7. Temporary Structures:

No structure of a temporary character, trailer, incomplete buildings, tent, shack, garage, barn, basement or other outbuilding shall be used on any time as a residence, either temporarily or permanently. Temporary buildings or structures used in the construction of any dwelling shall be removed immediately upon the completion of such construction.

8. Garages and Driveways:

Access driveways and other areas for vehicular use shall be erected and maintained on every lot. Entrances for each driveway shall be subject to approval by the County of Kendall and Oswego Township Highway, Street Departments. Each lot shall contain one enclosed attached garage with not less than two parking spaces therein. Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid any habitual use of on-the-street parking. The driveway may be counted in computing such off-street parking. Said driveway approach and driveway shall be paved or concrete in such manner as to prevent erosion. All plans and specifications for driveways, parking areas, culverts and pavement edging or markers must be approved in writing by the Architectural Review Committee. Each homeowner or builder shall be required to install a concrete culvert where each respective driveway crosses a ditch in said subdivision, together with a flared end section in a width to be determined by the Kendall County or

Oswego Township Highway Departments.

9. Utility or Storage Building:

A utility or storage building may be erected on each of the lots, providing the County of Kendall acceptance of this plat so permits. Said utility or storage building shall only be built after obtaining the approval of the Architectural Review Committee, as provided herein. The size of said building may be a maximum of 600 square feet and shall not be located farther forward than the rear point of the residence; and said utility or storage building shall be the second and only other structure to be built on that lot; and must conform to the same architectural style as the dwelling unit.

10. Plant Diseases or Noxious Insects:

No plants or seeds or other things or conditions, harboring or breeding infectious plants, plant diseases or noxious insects shall be introduced upon any lot or portion hereof.

11. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage shall be kept in sanitary containers. No incineration or other equipment shall be erected for the disposal of rubbish, trash, garbage or other waste. No dumping of refuse, dirt, etc. in drainage ditches or drainage easements shall be allowed. No burning shall be permitted on any street surface.

12. Construction Materials:

A) In no event shall said dwelling, house, garage or other structure be constructed with the use of roll paper exterior siding or imitation brick or shingle exterior siding of asphalt or granule composition, it being the intention and purpose of these covenants to assure that all dwellings erected thereon shall be of good quality, workmanship and materials. It is further intended that brick, stone and wood materials be used to conform to the natural setting. All materials used in the construction of any structure must be new, except that non-new materials used for decorative purposes only may be used if approved in writing by the Architectural Review Committee.

B) Siding: All natural materials such as wood, brick, stone and stucco may be used for siding purposes. Aluminum siding, vinyl siding, or composition materials shall not be used on any exterior siding on residences constructed in said subdivision.

C) Roofing: Cedar, clay tiles, cement tile, and other natural materials are the recommended materials. The Architectural Review Committee may approve other materials if they feel they are consistent with the architecture for the dwelling being constructed and keep with the spirit of development of Oak Creek Subdivision. The decision of the Architectural Review Committee shall be binding.

D) Fencing of lot perimeter shall not be allowed. Privacy fences, pool security fences, and dog kennel fences may be constructed on lots located in said subdivision upon prior written approval of the Architectural Review Committee. Said approval should not be unreasonably withheld considering the nature and use of said fencing.

E) Antennas, Towers, Satellite Dishes: No exterior antennas, aerials, satellite dishes, transmission and/or reception towers or other apparatus for the transmission and/or reception of television, radio, or other signals of any kind (with the exception that a single shaft, omnidirectional antenna for the purpose of transmission/reception of security/alarm data may be allowed when such antenna is to be installed on the exterior of the residence or any other improvement, subject to the express prior approval of the Architectural Review Committee) shall be placed, allowed or maintained upon any portion of the individual lots or the improvements thereon; provided, however, that satellite dishes which do not exceed one meter in diameter may be placed, allowed and maintained on lots or improvements subject to any applicable guidelines adopted by the Board of Directors or its duly appointed Committees.

F) Exterior Lighting and Security Lights: Coach lights, driveway lights and security lights may be installed by each individual lot owner subject to prior written approval by the Architectural Review Committee in order that they not be offensive to adjacent property owners.

G) Homeowners may not remove any healthy tree with a diameter of more than twelve (12) inches without the approval of the Architectural Review Committee or unless it lies within the approved building pad, driveway or within twenty (20) feet of the dwelling structure. Special authorization shall not be withheld unreasonably by the Architectural Review Committee where the request is reasonable and in the best interest of the individual homeowner giving due consideration to the Association and the aesthetics of the subdivision as a whole.

13. Occupancy:

No dwelling may be occupied until the exterior thereof shall have been completely finished, including paint or equivalent type coating on all exterior paintable or coatable surfaces. Driveway approaches and driveway must also be completed at such time. This provision may be waived by the Architectural Review Committee, in their discretion and under proper circumstances.

14. Sign:

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

15. Upkeep and Repair:

Every lot and structure on the lot shall at all times be kept in a state of good repair by the owner(s) or occupant(s) thereof. The owner of each lot will keep his lot mowed or shall pay for having it mowed.

16. Landscaping:

All lawns must be seeded or have sod installed within one season of the completion of the construction of said residence on any lot. All purchasers of lots within said subdivision shall keep them mowed, and no lot shall be mowed less than five (5) times during any one year. In the event any vacant lot remains in an unmowed and unsightly condition for a period in excess of one (1) month, the Homeowner's Association reserves the right to have said lot mowed and to charge the owner of said lot for the mowing and for any legal expense incurred in the collection of said indebtedness.

## ARTICLE IV
## ARCHITECTURAL REVIEW COMMITTEE

1. Creation:

The Architectural Review Committee is hereby created. A shareholders meeting shall be held to elect a Board of Directors containing five (5) members. Said Board of Directors shall have authority to create and appoint shareholders and directors to such committees as the Board deems fit.

The Board of Directors shall appoint an Architectural Review Committee of three (3) persons which shall consist of two (2) members of the Board of Directors and any other Shareholder of the Associations, all serving one (1) year terms of office.

Decisions of the Committee shall require majority approval of any matter regarding the architectural controls for the subdivision as established herein.

Prior to commencement of construction every lot owner, builder, or developer must submit for review and approval by the Architectural Review Committee detailed drawings as to:

a) Architectural design of the home.
b) Site drawing.
c) Drainage plan for surface and sub-surface water.

2. Powers and Duties:

All plans and specifications and any other necessary information shall be filed with

the Architectural Review Committee for approval or disapproval prior to the commencement of construction by an owner(s) or occupant(s). Any and all buildings and structures upon said lots must be submitted and approved by the Architectural Review Committee and must conform in workmanship, materials and architectural harmony to other structures thereon. Such plans and specifications shall be approved or disapproved by a majority vote of this Committee within thirty (30) days of the day on which such plans and specifications are submitted for consideration and a written report shall be transmitted by the Committee to the applicant, either approving the proposed plans and specifications or disapproving the same and stating the reason(s) therefore. In the event this Committee fails within such thirty (30) day period, to approve or disapprove such proposed plans and specifications, and in the further event no suit to enjoin the proposed construction has been filed within a thirty (30) day period after the commencement of construction, then the provisions of this Declaration shall be deemed to have been complied with and written approval shall not be required.

## ARTICLE V
## INDIVIDUAL SEWAGE DISPOSAL AND TREATMENT SYSTEM

1. Regulations:

The owner of each lot upon which is constructed a dwelling is responsible, at his expense, for his own sewage treatment disposal system which must conform in every detail and construction to the applicable standards of the "Private Sewage Disposal Licensing Act and Code", State of Illinois Department of Public Health, 1974, or the latest revision thereof. The work and construction shall also conform to the applicable Kendall County regulations. Every such owner will keep said system in good repair.

2. Contractor and Installations:

All household sewage disposal systems shall be installed by a contractor properly licensed, in accordance with the state and county standards. All plans of the disposal system shall be submitted to the Architectural Review Committee and the county for approval. Each disposal system shall be inspected at the required times as provided by the applicable state and county statutes, ordinances or regulations. The Architectural Review Committee may require any individual lot owner to install a mechanical septic system or cavitate system if necessary for proper absorption.

3. Percolation:

Any percolation tests shown on the subdivision plat, or other plans, are of a general nature only. The design of any individual septic system is to be based upon actual tests run by the contractor performing said work or by the owner of said individual lot.

## ARTICLE VI
## COUNTY ORDINANCES

1. All provisions of the Kendall County Storm Water Control Ordinance shall be complied with and are herein adopted by reference as if more fully set out herein.

2. All provisions of the Kendall County Erosion and Sedimentation Control Ordinance shall be complied with and are herein adopted by reference as if more fully set out herein.

3. The owner of each lot, whether or not there is a dwelling constructed thereon, agrees that they will not petition for nor sign any annexation agreement to annex their lot or lots to any local municipality without having first petitioned the Board of Directors for permission to do so and having received the affirmative votes of a majority of the board as well as the owners of ¾ of the lots in the subdivision to do so. Any annexation agreement signed, approved and/or recorded by any local municipality in violation of this provision shall be considered to be void and the Association reserves the right to seek declaratory relief to vacate said annexation agreement and for such other relief as may be available.

## ARTICLE VII
## GENERAL PROVISIONS

1. Duration of Declaration:

Each of the Covenants set forth herein shall continue and be binding for an initial period of twenty-five (25) years from the date of this Declaration, during which period they may be altered or amended, as provided in Article VIII, paragraph 6 herein, and thereafter for successive periods of ten (10) years each, but subject to amendment.

2. Applicability of Covenants:

The Covenants herein set forth shall run with the land, and be binding upon Developer, its successors, grantees, and assigns and all subsequent owners, their successors, grantees, heirs and assigns. Any owner of the above lots and/or the Board of Directors shall have the right, from time to time, to sue, jointly or severally, to obtain a prohibitive or mandatory injunction to prevent a breach or enforce the observance of any or all of the covenants contained herein.

3. Enforcement shall be by proceeding in law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. Invalidation of any one of these covenants by judgment or court order shall in no way

affect any of the provisions which shall remain in full force and effect.

5. Duty of Board of Directors:

The duty of the Board of Directors to enforce any covenant herein contained shall be discretionary, and the Board of Directors shall incur no liability for failing to enforce said covenants. The Board of Directors may at any time elect to enforce any and all of the covenants hereintofore set out, and the failure to enforce any of said covenants at any time shall not act as a waiver of the authority granted herein.

6. The Board of Directors and/or Architectural Review Committee shall incur no liability for the maintenance, design or construction of any home or structure on any lot located within said subdivision.

7. Amendment:

Any or all of the covenants herein contained may be revoked, amended or altered any time from the date of this Declaration, provided that not less than three-fourths (3/4) of the owners of real property in Oak Creek Subdivision consent thereof in writing, and provided further that such amendment(s) be duly recorded with the Recorder of Deeds of Kendall County, Illinois. For the purpose of this provision, each lot shall be entitled to only one vote, whether a lot be owned by one individual or jointly with another.

## ARTICLE VIII
## HOMEOWNER'S ASSOCIATION

Each purchaser of a lot within Oak Creek Subdivision and their successors, heirs and assigns shall automatically, by reason of said purchase, become a shareholder of Oak Creek Subdivision Homeowner's Association Inc., an Illinois corporation. Each lot purchaser and lot owner shall be responsible for their proportionate share of maintenance of the common areas of the Subdivision and of the Subdivision Clubhouse so long as said Corporation remains in existence. Each purchaser of a lot shall further be bound and agrees to accept all of the conditions set forth in the By-laws, and rules from time to time promulgated by said Homeowner's Association. By receipt of the undersigned Covenants, each homeowner acknowledges receipt of the foregoing Covenants, and a copy of the By-laws of said Homeowner's Association.

**IN WITNESS WHEREOF**, Association has executed the within Amended Declaration of Condition, Covenants, Restrictions and Reservations the day and year first above written.

OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By:_____
Tyler Temple, President on behalf of the OAK CREEK SUBDIVISON HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation.

ATTEST:_____
Tom Hytry, Secretary on behalf of the OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation.

STATE OF ILLINOIS )
) SS
COUNTY OF KENDALL )

I, the undersigned, a Notary Public, in and for the County and State aforesaid said, DO HEREBY CERTIFY that TYLER TEMPLE personally known to me to be the President of the OAK CREEK SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Illinois not for profit corporation and TOM HYTRY personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as free an voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand an official seal this 5th day of May, 2003

_____
Notary Public

"OFFICIAL SEAL"
JOHN JUSTIN WYETH
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 08/02/05

This instrument prepared by and return to:
BETH JOHNSON
47 OAK CREEK DR.
YORKVILLE, IL 60560
(630) 553-9722