

R95-017411

Declaration of Covenants, Restrictions,
Easements, Charges, and Liens for
Clow Creek Farm

MAF Developments, Inc.

The Real Estate Development Subsidiary of MAF Bancorp, Inc.

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Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Clow Creek Farm

This Declaration is made this 27th day of February 1995, by MAF DEVELOPMENTS, INC., (hereinafter "MAF"), Illinois Corporation, hereinafter referred to as "Covenantor".

WITNESSETH:

WHEREAS, the Covenantor is the owner of the real property commonly known as CLOW CREEK FARM (hereinafter "CLOW CREEK") and legally described in Article 1 Section 1, and is known as the Development Tract.

WHEREAS, MAF, desires to develop CLOW CREEK as a residential community;

and

WHEREAS, MAF, desires to preserve the values and amenities, in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property;

and

WHEREAS, as each unit of the Development Tract is subdivided or subjected to the Condominium Property Act, said unit shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration through an amendment to this Declaration; and WHEREAS, MAF has deemed it desirable, for the efficient preservation of the values and amenities, in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration. NOW THEREFORE, MAF, declares that the real property described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. DEVELOPMENT TRACT. The real property legally described on Exhibit A and known as CLOW CREEK is the Development Tract, which shall be subject to this Declaration.

Section 2. REAL PROPERTY. The real property described on Exhibit B attached hereto shall be subject to this Declaration.

Section 3. ADDITIONAL PROPERTY. The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of said property shall be a member of the CLOW CREEK Homeowners Association on the same terms and subject to the same qualification and limitations as those members under the provisions of this declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

ARTICLE II

GENERAL PURPOSES

The purpose of this Declaration is to provide for a residential community of the highest quality and character for the benefit and convenience of the residents of CLOW CREEK.

ARTICLE III

HOMEOWNERS ASSOCIATION

Section 1. CREATION. Prior to the date of the first conveyance of a lot in CLOW CREEK, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the CLOW CREEK Homeowners Association or any name similar thereto.

Section 2. RESPONSIBILITY The Homeowners Association shall be the governing body for all the owners of lots in CLOW CREEK, and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified. It shall exercise all powers necessary to fulfill its obligation as delineated in this Declaration, its articles, and its by-laws.

Section 3. MEMBERSHIP. Every person or entity who is a record owner of a lot in CLOW CREEK shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a lot in CLOW CREEK at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of a lot in CLOW CREEK, all such persons or entities shall be members.

If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease shall be subject to all of the terms, conditions and restrictions of this Declaration and the applicable bylaws, and any breach thereof shall constitute default under such lease by lessee. The owner shall remain bound by all obligations set forth in this Declaration. Only the occupant of the leased premises shall be entitled to the use of the Association's facilities.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and bylaws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in CLOW CREEK merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase, shall not be a member of the Homeowners Association.

Any person or entity who is exempt from assessment, pursuant to Article IV, Section 11(d) shall not be entitled to the use of the Association's facilities.

Section 4. VOTING RIGHTS. The Homeowners Association shall have two classes of voting membership:

a. Class A: Class A members shall be all record owners of lots in CLOW CREEK with the exception of the Covenantor, MAF

b. Class B: Class B members shall be the Covenantor, MAF.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner of a lot in CLOW CREEK, then the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to three votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

a. when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

b. whenever the Class B member elects to do so.

Section 5. POWERS AND DUTIES OF THE HOMEOWNERS ASSOCIATION.

The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping located in right-of-ways, easements, or any outlots in CLOW CREEK and further be responsible for the ownership, maintenance, and care of the detention basin including any associated recreational facilities installed in or around it and/or any fencing that may be conveyed to the Homeowners Association in CLOW CREEK or any subsequent units of CLOW CREEK. The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said right-of-ways, outlots and easements, and shall maintain, repair, clean and replace said subdivision entrance monuments, and any electrical systems and sprinkling systems for said areas. However, no obstructions can be placed that would impede the flow, storage, or drainage of the storm water of any detention or retention basins so owned by the Homeowners Association.

The Homeowners Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners Association against the member's lot remains unpaid.

Section 6. MEETINGS. The initial meeting of the voting members shall be held upon ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty percent of the homes in CLOW CREEK are occupied but must not be given later than thirty days after eighty-five percent of the lots are sold and occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association bylaws.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose.

Said meetings may be called by the president, the Board of Director, or the voting members having, in the aggregate, not less than twenty-five percent of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association bylaws.

The presence in person or by proxy at any meeting of the voting members having twenty five percent (25%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act, the articles of incorporation of the Homeowners Association, or the by-laws of the Homeowners Association, 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 having a majority of the total votes present at such meeting.

Section 7. BOARD OF DIRECTORS. The affairs of the Homeowners Association shall be managed by a Board of Directors. At the initial meeting of the voting members, a Board of Directors shall be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The bylaws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

The voting members having at least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of the Board members, provided that such number shall be not less than three and that the terms of at least one-third 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 having sixty-six percent of the total votes.

The Board shall elect from among its members the following officers:

(a) 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.

(b) One or more vice-presidents who shall assume the duties of the president if the president is unable to fulfill his or her duties.

(c) A secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all duties incident to the office of secretary

(d) A treasurer who shall keep the financial records and books of account

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the by-laws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake judgment, acts, or omissions made in good faith and in a manner he or she reasonably believed to be in or at least not opposed to, the best interests of the Homeowners Association. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them in their capacity as board members of the Homeowners Association.

In the event of any disagreement between any members of the Homeowners Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration of the by-laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

Section 8. ACOUISUHON OF INSURANCE COVERAGE. The Board of Directors shall obtain insurance coverage for any recreation facilities and common areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the common areas and the insurance premiums shall be a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance policies shall be payable to, the Clow Creek Homeowners Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the

Homeowners Association shall not be invalidated by an act or neglect of any owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty days prior written notice to the Homeowners Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees, and agents, owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance, and other liability insurance as it may deem desirable, insuring each owner, the Homeowners Association, its officers, members of the Board, the Covenantor, and their respective employees and agents, if any, from liability in connection with any recreation facilities and/or the common areas and insuring the officers of the Property Homeowners and members of the Board from liability for good faith actions. The premium for such insurance shall be a common expense.

ARTICLE IV

MAINTENANCE ASSESSMENTS

FOR CLOW CREEK

Section 1. CEATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Covenantor, for each lot owned by it in CLOW CREEK hereby covenants that each owner of a lot in CLOW CREEK by acceptance of deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay the Homeowners Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interests thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMEN"TS. The assessments levied by the Homeowners Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of CLOW CREEK and in particular for the operation, maintenance, and repair of any recreation facilities, common areas, subdivision entrance monuments, and landscaping of detention area, and for the costs of insurance.

Section 3. BASIS OF REGULAR ASSESSMENTS. Until the year beginning January 1, 1996, the regular assessments shall be \$94.00 annually per lot. From and after January 1, 1996, the regular assessment may be increased or decreased by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year. The aforementioned assessment shall be due and payable annually on January 1st.

The Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Associations, fix the actual assessment for any year at an amount lesser than that previously set for that year.

The Board of Directors, through proper board action, may collect from the initial occupant of a home in CLOW CREEK a one time charge of \$50.00 to be deposited in the Homeowners Association's operating reserve account.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the regular assessments authorized by Section 3 hereof, the Homeowners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstructing, unexpected repair, replacement of the subdivision entrance monuments, any recreational facilities, or landscaping, provided that any such assessment shall have the consent of sixty-six percent of all members of the Board of Directors.

Section 5. CHANGE IN BASIS OF REGULAR ASSESSMENTS. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Homeowners Association may change the maximum and basis of the regular assessments fixed by

Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of two-thirds of the vote of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be the presence in person at the meeting of the Board of Directors, that number of directors having sixty-six percent of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS.

The regular assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Homeowners Association to be the date of commencement

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Homeowners Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Homeowners Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments has been paid. Such certificate shall be conclusive of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorney's fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it' which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. There shall be a late payment penalty of \$50.00 if the assessments are not paid within 30 days after written notice is given to the occupant. This sum is in addition to the interest and cost of collection, as provided herein. The personal obligation of the then owner to pay such assessment' however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment' but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee, delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Homeowners Association may bring an action at law against the owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all actions at law shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is held by or conveyed to a land trustee, the beneficiary or beneficiaries shall, upon the demand of the Homeowners Association, furnish a certified copy of the trust agreement.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- a. all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption;
- c. all property or lots owned by the Covenantor,

d. all lots not then improved with a living unit for which an occupancy permit has been issued by the City of Naperville.

ARTICLE V

MAINTENANCE AND REPAIR

Section 1. **RESPONSIBILITY OF OWNER.** Each owner of a lot in CLOW CREEK shall provide at his own expense⁹ all of the maintenance, decorating, repairs, and replacement on his own lot and keep same in good condition. In the event a lot owner fails to keep his lot in good condition, the Homeowners Association shall do any work necessary to put the lot in good condition. The Homeowners Association shall assess the owner of the lot for the cost of the work and impose a lien in accordance with Article W Section 9.

Section 2. **RESPONSIBILITY OF HOMEOWNERS ASSOCIATION.** The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping of entrances and cul-de-sac islands, recreational facilities, and common areas in CLOW CREEK.

Further, the Homeowners Association shall hold title to the detention basin, labeled as Lot #261 and to Lot #263 on the final plat of subdivision for Clow Creek Unit One, and shall be responsible for the maintenance of said lot to the extent and as required by the ordinances of the City of Naperville, subject to the City's right of maintenance of public utilities placed within the lot and dedicated to the City of Naperville.

Section 3. **LIABILITY FOR DAMAGE TO ASSOCIATION OWNED PROPERTY AND SUBDIVISION ENTRANCE MONUMENTS AND LANDSCAPING.**

Each lot owner in CLOW CREEK shall be liable for the expense of any maintenance, repair or replacement of any association owned buildings, equipment' recreational facilities, and landscaping as well as the subdivision entrance monuments and landscaping in CLOW CREEK rendered necessary by his act' neglect' or carelessness or by that of any member of his family or his guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VI

COVENANTOR'S RESERVED RIGHTS

Section 1. EASEMENTS. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

The Covenantor shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of GLOW CREEK. Said easements shall include but are not limited to easements over, above, or under any part of GLOW CREEK which may be granted to either any public utility, any private utility, or any governmental body, for the installation of electrical service, telephone conduit lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot.

Section 2. ARCHITECTURAL REVIEW. The Covenantor shall have the right to require architectural review by the Covenantor of all buildings and structures to be erected in CLOW CREEK No metal (as defined herein) or stockade fences are permitted. (See [Article VII, Section 12](#), for fence restrictions and limitations.) Unacceptable metal fences are defined to be metal fences composed of wire mesh (or material commonly described as "cyclone"). Metal fences of other designs are subject to the approval of the covenantor and/or Homeowners Association when such fences present an ornamental appearance consistent with the integrity of Clow Creek. No other buildings or structures, nor shall any exterior additions, changes, or alterations therein be made prior to written approval by the Covenantor. The right of architectural review shall remain with the Covenantor notwithstanding control of the Homeowners Association having been transferred to the initial board of directors. The Covenantor shall have the right to assign, designate, or relinquish this authority, in whole or part, to the Homeowners Association at any time. The owner of the lot shall submit the following information:

- (a) construction plans and specifications showing the nature, kind, shape, height, and materials of the building or structure;
- (b) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the Covenantor; and

The Covenantor, shall have the right to reasonably refuse to approve any such construction it determines is not suitable or desirable for CLOW CREEK based on aesthetic considerations or other factors.

All plans, specifications, and other information shall be filed in the office of MAF DEVELOPMENTS, INC., Naperville, Illinois, for approval or disapproval. A report in writing setting forth the decision of the Covenantor and the reason therefore shall thereafter be transmitted to the applicant by the Covenantor within fifteen days after the date of filing the plans, specifications, and other information by the applicant. In the event the Covenantor fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with.

Section 3. GENERAL RIGHTS. The Covenantor shall have the right to execute all documents or undertake any actions affecting CLOW CREEK which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

ARTICLE VII

COVENANTS AND RESTRICTIONS RELATING TO

CLOW CREEK FARM

Section 1. No lots shall be used except for residential purposes. A trade, business, or commercial enterprise may be permitted or maintained on a lot, or a home occupation may be permitted, if the use of the home is such that the average person (passerby) is not aware of its existence. The home occupation or business use is to be subordinate and incidental to the residential use. No signs regarding the home occupation, business, trade, or commercial use are permitted.

Section 2. All dwelling units constructed in CLOW CREEK shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas):

LOTS 1 through 181

A. one-story dwelling units 1500 square feet

B. multi-story dwelling units 2200 square feet

Section 3. All dwelling units shall conform to the following requirements

(a) All cedar, brick or any combination of brick and cedar is acceptable.

(b) Aluminum, composite board or vinyl construction will be permitted, providing at least the first floor front elevation is brick or the entire front elevation is dryvit, excluding bays and dormers.

(c) Fireplace and chimney flues need not be of masonry construction.

(d) All plans must be approved by the architectural committee.

Section 4. No camping trailers, boats, tractors, trucks, motorcycles, mobile homes, or other vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in the garages on the lots; provided that the operable automobiles being used by the owners, occupants, and their invitees of the lots may be parked on the owners' driveways and public streets as permitted by law.

Section 5. No bicycles, carriages, or other articles shall be stored or left visible on any lot except when in use.

Section 6. No signs of any kind shall be displayed to the public view on any lot except (a) one sign of not more than two square feet advertising the property for sale or rent or such other dimension approved by the Homeowners Association, and (1,) any and all signs used by MAF, in connection with developing and advertising lots in CLOW CREEK for sale.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling unit.

Section 8. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

Section 10. No exterior television antennas, television satellite dishes, radio antennas, or lights of any type whatsoever shall be erected or installed and maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed or approved by the Covenantor or the Homeowners Association.

Section 11. No above ground swimming pools shall be erected, placed, or maintained upon any of the lots. All inground pools must be approved by the Covenantor.

Section 12. No cyclone or stockade fences shall be erected on any lot. All fences shall have a maximum height limitation of four feet except where required by local municipal ordinances to be higher. All fences must be approved by the Covenantor.

Section 13. All structures to be erected shall comply with all government regulations, including zoning and building codes and must be approved by the Covenantor.

Section 14. There shall be a private easement of ingress and egress for the benefit of the owners and occupants of the lots and their invitees over that portion of the lots where designated on the recorded plat of subdivision for CLOW CREEK.

Section 15. All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.

ARTICLE VIII

AMENDMENTS

Section 1. AMENDMENT. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners having at least sixty-six percent of the total vote, and certified by the secretary of the Board of Directors, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

Section 2. NOTICE OF AMENDMENT. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

Section 3. COVENANTOR AMENDMENT. The Covenantor shall have the right to execute all documents or undertake any actions affecting CLOW CREEK which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article VIII, Section 1, of the Declaration. This right shall cease upon the election of the initial Board of Directors.

ARTICLE IX

GENERAL PROVISIONS

Section 1. DURTTION. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of the lots in CLOW CREEK full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

Section 2. NOTICES. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent with mailed postpaid to the last known address of the person who appears as the lot owner on the records of the Homeowners Association at the time of such mailing.

Section 3. RIGHTS AND OBLIGATIONS. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in

any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

Section 5. COVENANT TO ABIDE BY THIS DECLARATION. MAF covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this declaration as though each and every provision herein was set forth in each and every deed or document affecting title to its property.

Section 6. LOT OWNERSHIP IN TRUST. In the event title to any lot is conveyed to a title holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

Section 7. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowners Association, or any owner of a lot in CLOW CREEK to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The prevailing party in any action brought to enforce the provisions of this Declaration, including litigation expenses, title reports and attorney's fees shall be paid by the person violating or attempting to violate any covenant or restriction and any judgment or decree shall provide for payment of these costs.

Section 8. SEVERABILITY. Invalidation of any one of these covenants, restrictions, judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, MAF DEVELOPMENTS, INC. hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on this 27th day of February 1995.

MAF DEVELOPMENTS,
INC., an Illinois corporation

By: William G. Haider

Attest: Martha L. Vondra

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that WILLIAM G. HAIDER, personally known to be the President of MAF DEVELOPMENTS, INC., an Illinois Corporation, and Martha L. Vondra personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Assistant Secretary, they signed and delivered this said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors for said corporation, as their free and voluntary act, an and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27'th day of February 1995.

Linda J. Allard

Notary Public

My Commission Expires:

September 7, 1997

EXHIBIT A

DEVELOPMENT TRACT

THAT PART OF TIRE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, 263488 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST, 1324.31 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, TO THE NORTH LINE OF THE SOUTH HALF OF TIRE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 330.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 56 MINUTES 07 SECONDS EAST, 125.00 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, 66.6 FEET TO THE AFOREMENTIONED NORTH LINE OF TIRE SOUTH HALF OF TIRE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 211417 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

THAT PART OF TIRE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST, 1386.09 FEET ALONG SAID SOUTH LINE FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 728.08 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST, 728.08 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST 66.06 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, 126.00 FEET TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, THENCE

NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST, 1324.33 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50 SECONDS EAST, 919.10 FEET ALONG SAID NORTH LINE, THENCE SOUTH 00 DEGREES 03 MINUTES 53 SECONDS EAST, 1324.37 FEET PARALLEL WITH THE EASTERLY LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 01-15-200-003

01-15-200-006

01-15-200-005

EXHIBIT B

Unit I Clow Creek Farm

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG SIDE EAST LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, 2634.88 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST, 1324.31 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 330.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 56 MINUTES 07 SECONDS EAST, 125.00 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, 66.06 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 2114.17 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

01-15-200-010

01-15-200-008

excluding the following property:

Lots 262 and 264 of Clow Creek Farm Unit 1, being a subdivision in part of the Northeast quarter of Section 15, Township 37 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded on March 20, 1995 as Document Number in Will County, Illinois.

R96-044207

Mary Ann Stukel

Will County Recorder

**AMENDMENT NO. 1 TO THE
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR CLOW CREEK FARM
UNIT II**

MIDAMERICA DEVELOPMENT SERVICES, INC.

1001 South Washington Street

Naperville, Illinois 60540

**AMENDMENT NO. 1 TO THE
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
CLOW CREEK FARM
UNIT II**

This Amendment to the Declaration of Covenants and Restrictions for MAF DEVELOPMENTS, INC., an Illinois Corporation, makes CLOW CREEK FARM UNIT II this 17' th day of April, 1996, (hereinafter referred to as "Covenantor").

W I T N E S S E T H:

WHEREAS, the Covenantor is or was the owner of the real property commonly known as CLOW CREEK FARM and legally described in Article I, Section 1 of the Declaration, recorded in Will County on March 20, 1995 as Document No. R95-017411 and which legal descriptions are incorporated herein by reference (hereinafter referred to as "Development Tract");

WHEREAS, Covenantor intends to develop the Development Tract in phases; and

WHEREAS, as each phase is subdivided the phase shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in the aforesaid Declaration through an amendment to the Declaration;

WHEREAS, the real property legally described in Exhibit A which exhibit is attached hereto and incorporated herein by reference, is the second phase of CLOW CREEK FARM and has been subdivided (hereinafter referred to as "Additional Property");

WHEREAS, the Covenantor desires to preserve the values and amenities in the community created by CLOW CREEK FARM and the Additional Property by subjecting the Additional Property to the covenants, restrictions, easements, charges, and liens contained in the -Declaration of Covenants and Restrictions for CLOW CREEK FARM;

NOW THEREFORE, MAF DEVELOPMENTS, INC. declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February

27, 1995 and recorded by the Recorder of Deeds of Will County on March 20, 1995, as Document No. R95-017411 as hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS AMENDMENT AND THE DECLARATION

The real property legally described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment and to the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February 27, 1995 recorded by the Recorder of Deeds of Will County, on March 20, 1995 as Document No. R95-017411 as hereinafter set forth.

ARTICLE II

CLARIFICATION

Section 1. Definition of Clow Creek Farm. The Additional Property described in Exhibit A of this Amendment shall be known as CLOW CREEK FARM UNIT 2 and shall be incorporated into any reference to CLOW CREEK FARM in the Declaration of Covenants and Restrictions for CLOW CREEK FARM, and all amendments thereto.

Section 2. Application to the Declaration. The lot owners of the Additional Property shall have the same rights and obligations under the Declaration of Covenants and Restrictions for CLOW CREEK FARM as the lot owners of CLOW CREEK FARM referred to in said Declaration, and all amendments thereto. Upon the recording of this Amendment, the property legally described in Article I shall be subject to the covenants, restrictions, easements, charges, and liens for CLOW CREEK FARM dated February 27, 1995 and recorded by the Recorder of Deeds of Will County of March 20, 1995 as Document No. R95-017411. Said covenants, restrictions, easements, charges,

and liens shall run with and bind the property described in Article I and shall inure to the benefit to and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as to the property described in the aforesaid Declaration. Every person or entity who is a record owner of the property described in Article I shall be a member of the CLOW CREEK FARM Homeowners Association on the same terms and subject to the same qualifications and limitations as those members under the provision of the aforesaid Declaration and all amendments thereto. In all respects, all of the provisions of the aforesaid Declaration, shall apply to the property described in Article I and to the owners thereof with equal meaning and of the like force and effect as to the property and owners described in the aforesaid Declaration and all amendments thereto.

ARTICLE III

ADDITIONAL PROVISIONS

Section 1. Article VII, Section 2 of the Declaration of Covenants and Restrictions for CLOW CREEK FARM shall be amended to provide minimum square footage requirements for dwelling units located within the above specified Additional Property. Said Section shall be revised to add to said Section the following provisions:

All dwelling units constructed on the real property described in Exhibit A to Amendment No.1 of the Declaration of Covenants and Restrictions for Clow Creek Farm shall provide at a minimum the following area of finished living quarters (specifically not including basement, garage or patio areas):

Lots 182-260

- i. one-story dwelling units: 1500 square feet
- ii. multi-story dwelling units: 2200 square feet

All other provisions of said Section shall remain in full force and effect as to the Additional Property.

Section 2. The additional provisions herein shall be incorporated into the Declaration of Covenants and Restrictions for CLOW CREEK FARM and shall apply to and be binding upon all property in CLOW CREEK FARM and as described in Exhibit A and to the owners thereof with equal meaning and of like force and effect, except as limited by this Amendment No.1.

IN WITNESS WHEREOF, MAF DEVELOPMENTS, INC. has caused this Amendment No.1 to the Declaration of Covenants and Restrictions for CLOW CREEK FARM to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

MAF DEVELOPMENTS, INC.

By: William G. Haider, President

Attest: Linda J. Allard, Assistant Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM G. RAIDER, personally known to me to be the President of MAF DEVELOPMENTS, INC., an Illinois Corporation, and LINDA ALLARD personally known to me to be the Assistant 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 severally acknowledge that as such Vice President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation , as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of April 1996.

Notary Public

SANDRA M. WELTON

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 5/24/99

Exhibit A

THAT PART OR THE NORTHEAST QUARTER OR SECTION 15. TOWNSHIP 37 NORTH RANGE 9 EAST OR THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST. 1386.09 FEET ALONG SAID SOUTH LINE FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE. 728.08 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST, 66.06 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, 125.00 FEET TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION IS, THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST 1324.33 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50 SECONDS EAST, 919.10 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 03 MINUTES 53 SECONDS EAST, 1324.37 FEET PARALLEL WITH THE EAST LINE OF THE WESTERLY 330.00 FEET OR THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE POINT OF BEGINNING. IN WILL COUNTY, ILLINOIS.

PIN NO.: 01-15-200-010

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Developed By the Clow Creek Web Committee

R96-100947

Mary Ann Stukel

Will County Recorder

**AMENDMENT NO. 2 TO THE
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
CLOW CREEK FARM**

MIDAMERICA DEVELOPMENT SERVICES, INC.

1001 South Washington Street

Naperville, Illinois 60540

**AMENDMENT NO. 2 TO THE
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR**

CLOW CREEK FARM

This Amendment to the Declaration of Covenants and Restrictions for CLOW CREEK FARM UNIT II is made this 31'st day of October, 1996, by MAF DEVELOPMENTS, INC., an Illinois Corporation, (hereinafter referred to as "Covenantor").

W I T N E S S E T H:

WHEREAS, the Covenantor is or was the owner of the real property commonly known as CLOW CREEK FARM and legally described in Article I, Section 1 of the Declaration, recorded in Will County on March 20, 1995 as Document No. R95-01741 I and Amendment No. 1 to the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County on May 20, 1996 as Document No. R96-044207, and which legal descriptions are incorporated herein by reference, (hereinafter referred to as "Development Tract");

WHEREAS, the Covenantor in [ARTICLE VIII. Section 3](#) reserved the right to amend (the Declaration of Covenants and Restrictions for Clow Creek Farm.

WHEREAS, the Covenantor desires to preserve the values and amenities in the community created by CLOW CREEK FARM by amending the Declaration of Covenants and Restrictions for CLOW CREEK FARM;

NOW THEREFORE. MAF DEVELOPMENTS. INC. declares that the real property described in Exhibit A is and shall be held, transferred. Sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February 27.1995 and recorded by the Recorder of Deeds of Will County on March 20. 1995. as Document No. R95-01741 I. and amended by Amendment No. I to the Declaration of Covenants and Restrictions for CLOW CREEK FARM recorded by the Will County Recorder of Deeds on May 20.1996 as Document No. R96-044207 as hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS AMENDMENT AND THE DECLARATION

The real property legally described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment and to the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February 27, 1995 recorded by the recorder of Deeds of Will County. on March 20, 1995 as Document No. R95-017411, and amended by Amendment No. I to the Declaration of Covenants and Restrictions for CLOW CREEK FARM recorded by the Will County Recorder of Deeds on May 20, 1996 as Document No. R96-044207 as hereinafter set forth.

ARTICLE II

Section I. ARTICLE VII, Section 10 of the Declaration of Covenants and Restrictions is hereby deleted in its entirety and replaced by the following provision:

No exterior television antennas, radio antennas, or lights of any type whatsoever shall be erected or installed and maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed as approved by the Covenantor or the Homeowners Association. All television satellite dishes may not exceed one (1) meter (approximately 39 inches) in diameter. Satellite dishes may be installed in the rear yard of a home if screened by landscaping and safely located. Satellite dishes attached to home should be located in the rear of the home if at all possible. All satellite dishes must be located for minimal visibility from the street. All television satellite dishes and their location must be approved by the Covenantor or Homeowners Association prior to installation. All approvals shall be in writing.

Section 2. ARTICLE V, Section 2 of the Declaration of Covenants and Restrictions is amended by adding the following provision:

The Homeowners Association is responsible for the maintenance and repair of the fence located along the rear property line of Lots

224,225, 226, 227, 228, 229, 245 and 246, adjacent to 103rd Street. The Homeowners Association shall have an easement to enter upon the rear yards of the specified lots to perform such maintenance and repair obligations. In addition, no property owner may alter, replace or remove said fencing without the written approval of the Homeowners Association.

Section 3. The additional provision herein shall be incorporated into the Declaration of Covenants and Restrictions for CLOW CREEK FARM and amendments thereto, and shall apply to and be binding upon all property in CLOW CREEK FARM and as described in Exhibit A and to the owners thereof with equal meaning and of like force and effect.

IN WITNESS WHEREOF, MAF DEVELOPMENTS, INC. has caused this Amendment No. 2 to the Declaration of Covenants and Restrictions for CLOW CREEK FARM to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

MAF DEVELOPMENTS, INC.

By: William G. Haider, President

Asst: Linda J. Allard, Assistant Secretary

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM G. HAIDER, personally known to me to be the President of MAF DEVELOPMENTS, INC., an Illinois Corporation, and LINDA J. ALLARD, personally known to me to be the Assistant 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 severally acknowledge that as Such Vice President and Assistant Secretary, they signed and delivered the said instrument and caused

the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation. for the uses and purposes therein set forth.

Given under my hand and official seal, this 1'st of November 1996.

My Commission Expires: 10/25/98

EXHIBIT A - Page (1 of 2)

Unit I Clow Creek Farm

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15. TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, 2634.88 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST. 1324.31 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 330.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 56 MINUTES 07 SECONDS EAST. 125.00 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST. 66.06 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15;

THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST,
2114.17 FEET ALONG SAID NORTH LINE TO THE POINT OF
BEGINNING. IN WILL COUNTY, ILLINOIS.

PIN NO. 01-15-200-008

a/k/a

Clow Creek Farm Unit I, being a subdivision in part of the Northeast Quarter of Section 15, Township 37 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded in Will County, Illinois.

EXHIBIT A - Page (2 of 2)

Unit II Clow Creek Farm

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 37 NORTH. RANGE 9 EAST OF THE THIRD
PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE
NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST.
1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST
QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF SECTION 15: THENCE NORTH 89
DEGREES 12 MINUTES 41 SECONDS WEST. 1386.09 FEET
ALONG SAID SOUTH LINE FOR A POINT OF BEGINNING;
THENCE CONTINUING ALONG A PROLONGATION OF THE LAST
DESCRIBED COURSE. 728.08 FEET; THENCE NORTH 87
DEGREES 35 MINUTES 47 SECONDS WEST.

66.06 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 07
SECONDS WEST, 125.00 FEET TO THE EAST LINE OF THE
WESTERLY 330.00 FEET OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF SECTION 15. THENCE NORTH 00
DEGREES 03 MINUTES 53 SECONDS WEST, 1324.33 FEET
ALONG SAID EAST LINE TO THE NORTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH
89 DEGREES 12 MINUTE 50 SECONDS EAST. 919.10 FEET
ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 03

MINUTES 53 SECONDS EAST, 1324.37 FEET PARALLEL WITH THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION IS TO THE POINT OF BEGINNING. IN WILL COUNTY. ILLINOIS.

PIN NO. 01-15-200-010

a/k/a

Clow Creek Farm Unit II, being a subdivision in part of the Northeast Quarter of Section 15, Township 37 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded in Will County, Illinois.

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Developed By the Clow Creek Web Committee

R91-098156

AMENDMENT NO. 3 TO THE DECLARATION
OF COVENANTS RESTRICTIONS FOR
CLOW CREEK FARM

RECEIVED

APRIL 14, 1998

MAF DEVELOPMENTS, INC. NAPERVILLE, IL

MidAmerica Development Services, Inc.

1823 Centre Point Circle

Naperville, Illinois

AMENDMENT NO. 3 TO THE DECLARATION
OF COVENANTS RESTRICTIONS FOR
CLOW CREEK FARM

This Amendment to the Declaration of Covenants and Restrictions for CLOW CREEK FARM is made this 30th day of October 1997, by MAF DEVELOPMENTS, INC., an Illinois Corporation, (hereinafter referred to as "Covenantor")

WHEREAS, the Covenantor is or was the owner of the real property commonly known as CLOW CREEK FARM and legally described in Article 1 of the Declaration, recorded in Will County on March 20, 1995 as Document No. R95-017411, amended by Amendment No.1 to the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County on May 20, 1996 as Document No. R96-044207 and Amendment No.2 to the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County on November 8, 1996 as Document No. R96-100947 and which legal descriptions are incorporated herein by reference, (hereinafter referred to as "Development Tract"):

WHEREAS, the Covenantor in [ARTICLE VII, Section 3](#) reserved the right to amend the Declaration of Covenants and Restrictions for Clow Creek Farm.

WHEREAS, the Covenantor desires to preserve the values and amenities in the community created by CLOW CREEK FARM by amending the Declaration of Covenants and Restrictions for CLOW CREEK FARM;

NOW THEREFORE, MAF DEVELOPMENTS. INC. declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the convenience, restrictions, easements, changes, and liens as set forth in the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February 27, 1995 and recorded by the Recorder of Deeds of Will County on March 20, 1995, as Document No. R95-017411 amended by Amendment No. 1 to the Declaration of Covenants and Restrictions for CLOW CREEK FARM recorded by the Will County Recorder of Deeds on May 20, 1996, as Document No. R96-044207 and Amendment No. 2 to the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County on November 8, 1996, as Document No. R96-100947 as hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THE AMENDMENT AND THE DECLARATION

The real property legally described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment and to the Declaration of Covenants and Restrictions for CLOW CREEK FARM dated February 27, 1995 recorded by the Recorder of Deeds of Will County, March 20, 1995 as Document No. R95-017411, amended by Amendment No. 1 to the Declaration of Covenants and Restrictions for CLOW CREEK FARM recorded by the Will County Recorder of Deeds on May 20, 1996 as Document No. R96-044207, and Amendment No. 2 to the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County on November 8, 1996 as Document No. R96-100947, as hereinafter set forth.

ARTICLE II

Section 1. ARTICLE V, Section 2 of the Declaration of Covenants and Restrictions is amended by adding the following provisions:

The chain link fence installed by Covenantor on lot 261 in Clow Creek Farm is allowed. This will not invalidate any other fence restrictions contained in the Declaration of Covenants and Restrictions for Clow Creek and any amendments thereto. The Homeowner Association is responsible for the maintenance and repair of the fence located on lot 261 in Clow Creek Farm Unit I. The Homeowners Association shall have an easement to enter upon the specified lot to perform such maintenance and repair obligations.

Section 2. The additional provisions herein shall be incorporated into the Declaration of Covenants and Restrictions for CLOW CREEK FARM and amendments thereto, and shall apply to and be binding upon all property in CLOW CREEK FARM and as described in Exhibit A and to the owners thereof with equal meaning and of like force and effect.

IN WITNESS WHEREOF, MAF DEVELOPMENTS, INC. has caused this Amendment No. 3 to the Declaration of Covenants and Restrictions for CLOW CREEK FARM to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

MAF DEVELOPMENTS, INC.

By: William G. Haider, President

Attest: Linda J. Allard, Assistant Secretary

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM G. HAIDER, personally known to me to be the President of MAF DEVELOPMENTS, INC., an Illinois Corporation, and LINDA J. ALLARD, personally known to me to be the Assistant 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 severally acknowledge that as Such Vice President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30'th of October 1997.

My Commission Expires: 10/25/98

EXHIBIT A

DEVELOPMENT TRACT

THAT PART OF TIRE NORTIREAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERWIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINTES 04 SECONDS EAST, 1324.42 FEET ALONGITIR EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG SAID

EAST LINE TO TIRE SOUTHEAST CORNER OF SAW NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, 263488 FEET ALONG THE SOUTH LINE OF SAW NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NOR'IH 00 DEGREES 03 MINUTES 53 SECONDS WEST, 1324.31 FEET ALONG THE WEST LINE OF SAW NORTHEAST QUARTER, TO TIRE NORTH LINE OF THE SOUTH HALF OF TIRE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 330.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 56 MINUTES 07 SECONDS EAST, 125.00 FEET; THENCE SOUTHWEST 87 DEGREES 35 MINUTES 47 SECONDS EAST, 66.6 FEET TO THE AFOREMENTIONED NORTH LINE OF TIRE SOUTH HALF OF TIRE NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 41 SECONDS EAST, 211417 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

THAT PART OF TIRE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT TIRE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO TIRE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST, 1386.09 FEET ALONG SAID SOUTH LINE FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 728.08 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST, 728.08 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST, 66.06 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, 126.00 FEET TO TIRE EAST LINE OF THE WESTERLY 330.00 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, THENCE NORTH 00 DEGREES 03 MINUTES 53 SECONDS WEST, 1324.33 FEET ALONG SAID EAST LINE TO TIRE NORTH LINE OF TIRE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50 SECONDS EAST, 919.10 FEET ALONG SAID NORTH LINE, THENCE SOUTH 00 DEGREES 03 MINUTES 53 SECONDS EAST, 1324.37 FEET PARALLEL WITH THE WESTERLY LINE OF TIRE WESTERLY 330.00 FEET OF THE NORTH HALF OF TIRE NORTHEAST QUARTER OF SAID SECTION 15 TO TIRE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 01-15-200-003

01-15-200-006

01-15-200-005

EXHIBIT A - Page (1 of 2)

Unit I Clow Creek Farm

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00

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PIN NO. 01-15-200-008

a/k/a

Clow Creek Farm Unit I, being a subdivision in part of the Northeast Quarter of Section 15, Township 37 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded in Will County, Illinois.

EXHIBIT A - Page (2 of 2)

Unit II Clow Creek Farm

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST. 1324.42 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 12 MINUTES 41 SECONDS WEST. 1386.09 FEET ALONG SAID SOUTH LINE FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE. 728.08 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST.

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PIN NO. 01-15-200-010

a/k/a

Clow Creek Farm Unit II, being a subdivision in part of the Northeast Quarter of Section 15, Township 37 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded in Will County, Illinois.

[Top Index](#)

Developed By the Clow Creek Web Committee

BY-LAWS OF CLOW CREEK FARM HOMEOWNERS ASSOCIATION

REVISION 1

As approved by the Board of Directors 10/08/01

ARTICLE I

OFFICES

The corporation shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the state.

ARTICLE II

MEMBERS

SECTION 1. **MEMBERSHIP.** Every person or entity who is a record owner of a lot in Clow Creek Farm shall be a member of the Association, pursuant to Article III of the Declaration of Covenants and Restrictions for Clow Creek Farm Homeowners Association recorded as Document No. R95-017411 in Will County, Illinois on March 20, 1995.

SECTION 2. **VOTING RIGHTS.** Each member shall be entitled to one vote on each matter submitted to a vote of the members as provided in the Declaration of Covenants and Restrictions for Clow Creek Farm.

SECTION 3. **TERMINATION OF MEMBERSHIP.** Membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a lot in Clow Creek Farm at which time the new owner shall automatically become a member of the Association.

ARTICLE III

MEETINGS OF MEMBERS

SECTION 1. **ANNUAL MEETING.** After the Association has been turned over to the homeowners, an annual meeting of the members shall be held on the first Tuesday of November of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. **SPECIAL MEETING.** Special meetings of the members may be called either by the president, the board of directors, or not less than twenty-five percent (25%) of the total membership.

SECTION 3. **PLACE OF MEETING.** The board of directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

SECTION 4. **NOTICE OF MEETINGS.** Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these By-laws the purpose for which the meeting is called shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 5. **INFORMAL ACTION BY MEMBERS.** Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

SECTION 6. **QUORUM.** A [twenty five](#) percent (25%) majority of the total membership present, in person or proxy, shall constitute quorum. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. **PROXIES.** Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period. [Any proxy distributed for board elections by the board of directors shall give members the opportunity to express a preference for any of the known candidates for the board or to write in a name.](#)

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. **GENERAL POWERS.** The affairs of the corporation shall be managed by its board of directors.

SECTION 2. **NUMBER, TENURE AND QUALIFICATIONS.** The number of directors for the Association shall initially be three (3) and when the Association is turned over to the homeowners, the number of directors shall be five. Each director shall hold office until the next annual meeting of members and until his successors shall have been elected and qualified. Directors must be members of the Homeowners Association. The initial number of directors shall be five but may not be reduced to below three or be more than seven. The number may be increased or decreased from time to time by amendment of this section, upon the vote of at least sixty-six percent (66%) of the total vote [of the members](#). At least one-third (1/3) of board members' terms shall expire annually. [No director or officer may be elected to a term of more than 3 years, but officers and board members may succeed themselves.](#)

Election to the board of directors shall be by vote of the majority of the members present at the annual meeting at which a quorum is present. In the event that no candidate receives the required majority vote, and the number of directors falls below the minimum number of (3), a second nomination and vote will be taken. If no candidate receives the required majority vote on the second vote, the remaining directors can fill the vacancy in the manner indicated in these by-laws for filling board vacancies.

SECTION 3. INITIAL REGULAR MEETING. A regular annual meeting of the board of directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of members.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least **five** days previously thereto by written notice to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, **unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation**, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, **or** a statute, provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. **Appointment to a vacancy shall be by the affirmative vote of 2/3 of the directors present at a meeting at which a quorum is present.**

SECTION 9. COMPENSATION. Directors shall not receive any compensation for their services, **without the affirmative vote of the members having sixty-six percent of the total vote. Such vote must be conducted at a meeting specifically called for purpose of conducting such vote. Written**

notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting.

SECTION 10. DUTIES. Any member accepting election or appointment to the board of directors acknowledges and agrees to uphold and enforce the Declaration of Covenants and Restrictions for Clow Creek Farm, the by-laws, resolutions of the board of directors, and other applicable statutes to the best of their abilities. Failure to uphold and enforce the applicable rules or to exercise due fiduciary care will be considered cause for removal.

SECTION 11. FIDELITY. No director may solely approve or dismiss any action, claim, request that they are a party to, or beneficiary of. This includes, but is not limited to, contracts for goods or services, architectural approvals or allegations of violations of the Declaration of Covenants and Restrictions for Clow Creek Farm.

SECTION 12. ARCHITECTURAL APPROVALS. Approval of requests for architectural review as required by Declaration of Covenants and Restrictions for Clow Creek Farm shall be by the consent of a minimum of three directors, or in the event that the number of directors drops to four or fewer, a majority of directors.

SECTION 13. MORTGAGES AND OTHER NOTES OF INDEBTETNESS. Directors may not enter into any mortgage or any other agreement of indebtedness, or make any pledge against future income on the behalf of the corporation without the affirmative vote of members having sixty-six percent of the total vote. Such vote must be conducted at a meeting specifically called for purpose of conducting such vote. Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting.

SECTION 14. REMOVAL. Any director elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Removal shall be by the affirmative vote of 2/3 of the directors present at a meeting at which a quorum is present.

SECTION 15. ACCESS TO MEETINGS. Meetings of the board of directors shall be open to any member, except for the portion of any meeting held (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the board of directors finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the association or a unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner.

SECTION 16. PLACE OF MEETING. The board of directors may designate any publicly accessible place as the place of meeting for any regular meeting called by the board of directors. The board of directors shall provide notification to the members of the time and place of meeting for regular meetings of the board at least (5) days prior to meeting. Notification will be considered

given when delivered to the members or printed or posted in a public manner that is accessible to the members. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If published in a Newsletter or as a flyer, such notice shall be deemed to be delivered when publicly distributed. If posted electronically, such notice shall be deemed to be delivered when posted or sent.

Emergency meetings of the board of directors may be called without prior notice. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners.

SECTION 17. NUMBER OF MEETINGS. The board shall meet at least 4 times annually.

SECTION 18. PROXIES. A director may authorize another director to act for him by proxy, but no such proxy shall be voted or acted upon other than at the for the meeting for which it was intended, unless the proxy provided for a longer period.

ARTICLE V

OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the board of directors. Officers whose authority and duties are not prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each office shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business and affairs of the corporation; he shall see that the

resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He shall preside at all meetings of the members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, he may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. VICE PRESIDENT. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents, in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or by these by-laws, the vice-president (or any of them if there are more than one) may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 7. SECRETARY. The secretary shall record the minutes of the meetings of the members and the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of

these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or secretary, respectively, or by the president or the board of directors. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

ARTICLE VI

COMMITTEES

SECTION 1. COMMITTEES OF DIRECTORS. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, which committees, to the extent provided in said resolution and not restricted by law, shall have an exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, or any responsibility imposed upon it or him by law.

SECTION 2. OTHER COMMITTEES. Other committees not having and exercising the authority of the board of directors in the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. [The resolution must state the purpose, authority, and limitations of the committee.](#) Members of each such committee shall be members of the corporation, and the [board of directors](#) of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

SECTION 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof, [or unless a different term, not to exceed one year, is specified in the resolution establishing that committee.](#)

SECTION 4. **CHAIRMAN.** One member of each committee shall be **nominated by the members of the committee to act as Chairman. The nomination will be confirmed by a majority of the directors present at a meeting at which a quorum is present.**

SECTION 5. **VACANCIES.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. **QUORUM.** Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. **RULES.** Each committee may **propose** rules for its own government not inconsistent with these by-laws or with rules adopted by the board of directors. **The rules will be effective upon the affirmative vote of a majority of the directors present at a meeting at which a quorum is present.**

SECTION 8. **DUTIES.** Any member accepting appointment a committee acknowledges and agrees to uphold and enforce the Declaration of Covenants and Restrictions for Clow Creek Farm, the by-laws, resolutions of the board of directors, and other applicable statutes to the best of their abilities. Failure to uphold and enforce the applicable rules or to exercise due fiduciary care will be considered cause for removal.

SECTION 9. **REMOVAL.** Any committee member appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Removal shall be by the affirmative vote of 2/3 of the directors present at a meeting at which a quorum is present.

SECTION 10. **AUTHORITY.** Committee members have no authority to act on the behalf of the corporation unless such authority is specifically delegated to it by resolution of the board of directors. The votes and determinations of the committee are to be considered recommendations to the board of directors unless otherwise provided by resolution of the board of directors

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. **CONTRACTS.** The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

The board of directors may not enter into a contract with a current board member or with a corporation or partnership in which a board member or a member of the board member's immediate family has 25% or more interest, unless written notice of intent to enter the contract is given to unit owners within 20 days after a decision is made to enter into the contract and the unit owners are afforded an opportunity by filing a petition, signed by 20% of the unit owners, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition; for purposes of

this subsection, a board member's immediate family means the board member's spouse, parents, and children.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation **exceeding \$100**, shall be signed by **two** such officers, or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or vice president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select. **The board of directors will take reasonable steps to assure that any organization accepting deposits from the association are adequately insured and/or bonded to the full amount of any deposits.**

ARTICLE VIII

BOOKS AND RECORDS

The Covenanter under the Declaration of Covenants and Restrictions for Clow Creek Farm recorded in Will County as Document R93-105387 shall keep such financial records as it deems appropriate. Upon the turnover of the Association, the corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

FISCAL YEAR / BUDGET

SECTION 1. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SECTION 2. BUDGET. The board of directors shall prepare and distribute, at least 30 days prior to the adoption thereof by the board of directors, to all unit owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all

anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment.

SECTION 3. **RESERVES.** All budgets adopted by a board of directors shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. Any surplus funds accrued at the end of the fiscal year may be deposited into the reserve account for use against future expenses.

SECTION 4. **DISCLOSURE.** The board of directors shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

SECTION 5. **ADOPTION.** A budget not requiring an increase in the amount of the annual assessment will be considered adopted and approved by the affirmative vote of the majority of the directors present at an annual meeting of the members at which a quorum is present. If the budget requires an increase in the amount of the assessment for that year, budget will be considered adopted and approved by the affirmative vote of 2/3 of the directors present at an annual meeting of the members at which a quorum is present

SECTION 6. **RECOURSE.** If an adopted budget or any separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the board of directors, upon written petition by unit owners with 20 percent of the votes of the association delivered to the board within 14 days of the board action, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the unit owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board of directors without being subject to unit owner approval.

Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the board of managers, upon written petition by unit owners with 20% of the votes of the association delivered to the board within 14 days of the board action to approve the expenditure, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the unit owners are cast at the meeting to reject the expenditure, it is ratified. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners.

ARTICLE X

FIDELITY

The board of directors shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the association for the maximum amount of coverage available to protect funds in the custody or control of the association plus the association reserve fund. All management companies which are responsible for the funds held or administered by the association shall maintain and furnish to the association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the association and a management company. The association shall be the direct obligee of any such fidelity bond.

ARTICLE XI

EXTENDED APPLICABILITY

The provisions of this Act, the declaration, bylaws, other condominium instruments, and rules and regulations that relate to the use of the individual unit or the common elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed. The unit owner leasing the unit shall deliver a copy of the signed lease to the board, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, an association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by this Article or by the declaration, bylaws, and rules and regulations. The board of directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws.

ARTICLE XII

ASSESSMENTS

SECTION 1. AUTHORITY. The board of directors may declare the assessments as provided in the Declaration and Covenants and Restrictions for Clow Creek Farm Homeowners Association.

SECTION 2. APPROVAL. Each unit owner shall receive notice, in the same manner as is provided in these by-laws for membership meetings, of any meeting of the board of managers concerning the adoption of a regular or separate (special) assessment. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit owners, and are subject to approval of two-thirds of the total votes of the board of directors, The board of directors may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board of managers without being subject to unit owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners.

ARTICLE XIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or by the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitles to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

AMENDMENTS

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in the board of directors unless otherwise provided in the articles of incorporation, the by-laws, or the Declaration of Covenants and Restrictions of Clow Creek Farm Homeowners Association. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given 30 days prior to considering such amendments. Amendments must have the approval of 2/3 of the board of directors present at a meeting at which a quorum is present. The by-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation. Upon written petition by unit owners with 20% of the votes of the association delivered to the board within 14 days of the board action to approve the amendments, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the amendments. Unless a majority of the total votes of the unit owners are cast at the meeting to reject the amendments, it is ratified.

ARTICLE XV

RULEMAKING

The power to alter, amend, or adopt new administrative rules and regulations governing the operation and use of the common elements shall be vested in the board of directors unless otherwise provided in the articles of incorporation, the by-laws, or the Declaration of Covenants and Restrictions of Clow Creek Farm Homeowners Association. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given 30 days prior to considering such rules.

ARTICLE XVI

If any provision of these by-laws conflict with a provision of the Declaration of Covenants and Restrictions for Clow Creek Farm Homeowners Association, the latter shall control.

ARTICLE XVII

DEFINITIONS

Definitions, as used in this document, shall be identically defined as used in the Illinois "Condominium Property Act"

ARTICLE XVIII

SEVERABILITY

Invalidation of any one of these articles or sections, by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.