

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
STONE CREEK SUBDIVISION
CITY OF URBANA
CHAMPAIGN COUNTY ILLINOIS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Clinton C. Atkins dba The Atkins Group, sometimes being referred to herein as the "Developer" and being the owner of the following described real estate:

SEE ATTACHED EXHIBIT "A" ON PAGE 18

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Thomas B. Jordan, Illinois Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said plat as a subdivision to be perpetually known as STONE CREEK SUBDIVISION No. 1, in the City of Urbana, Champaign County, Illinois and does hereby grant and dedicate to the people of the City of Urbana, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, road and alleys, hereinafter referred to as streets shown on said plat and located in the City of Urbana, Champaign County, Illinois, each of which said streets shall be perpetually known by the respective names designed on said plat, and does further dedicate to the people of the City of Urbana, Champaign County, Illinois, to the Urbana-Champaign Sanitary District and the applicable public utility companies for the use of the public forever all utility easements shown on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as STONE CREEK SUBDIVISION NO. 1, City of Urbana, Illinois, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to wit:

DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings or portions of the dwelling unit located on the same building site and which are incidental to the dwelling unit or to the main use of the premise.

Building Area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Dwelling: The main building on any building site. The dwelling unit is to be designed, used and occupied exclusively by a single family.

Ground Floor Area: That portion of a dwelling unit which is built over a basement or foundation but not over any other portion of the dwelling unit.

Commons Area Easement: The areas designated on the plat which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in STONE CREEK SUBDIVISION, presently platted or to be platted at a later date.

Single Family: A group of occupants with not more than two (2) related adults.

Checklist: A document attached hereto which sets forth certain items required in order to construct building improvements on a particular lot.

Application

The Covenants below, in their entirety, shall apply to all lots in this subdivision.

COVENANTS

3.1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family unit with an attached garage for at least two (2) cars.

3.2. Architectural Committee: The Stone Creek Subdivision No. 1 Architectural Committee shall be initially composed of the following three (3) persons:

Clinton C. Atkins, 2001 Kankakee Dr., Champaign
Mike Martin, 2001 Kankakee Dr., Champaign
Mark Dixon, 2001 Kankakee Dr., Champaign

Any action taken by the members of the committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representative. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of a seventy-five percent (75%) of the lots in this section of STONE CREEK SUBDIVISION NO. 1 and various sections of STONE CREEK SUBDIVISION, presently platted or to be platted at a later date, shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore it to such powers and duties as may have been previously withdrawn.

(a) **Approval by Committee:** No construction work shall be commenced upon any structure unless the plans and specifications shall comply with Section 3.8 and shall show complete construction details, including the nature, kind, shape, height, roof pitch, material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping, and the proposed location of all structures, including patios, decks and entry walks. The plans shall include a grading plan of the building site and entire lot.

(b) **Powers and Duties of Committee:** The Architectural Committee shall have the following powers and duties:

- (1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.
- (2) To waive up to 25% of any area or yard requirement contained in these restrictive covenants, unless said waiver request is in conflict with the zoning ordinance of the City of Urbana or the County of Champaign.
- (3) To determine whether a fence, wall, hedge, or shrub planting unreasonably obstructs the view of approaching street traffic, golf views and lake views of adjoining lots.
- (4) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(c) **Failure of Committee to Act:** In the event a matter requiring action by the committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

Minimum Size: No one story dwelling unit shall occupy a ground floor area of less than 1,750 square feet in the Highlands, Fairways, and Enclave Areas. No one story dwelling unit shall occupy a ground floor area of less than 2,000 square feet in the Reserve and the Greens areas. No dwelling unit having more than one story shall occupy a ground floor area of less than 1,200 square feet and a total floor area of less than 2,200 square feet. No dwelling unit in the Reserve or the Greens areas having more than one story shall occupy a ground floor area of less than 1,400 square feet and a total floor area of less than 2,400 square feet. In computing the floor area of a dwelling unit for the purpose of applying this

restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the dwelling unit. All area requirements listed herein shall be exclusive of garage areas.

3.4 Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to any street line except Stone Creek Boulevard. No building shall be located nearer than thirty (30) feet to Stone Creek Boulevard. No building on a lot bordering the golf course shall be nearer than thirty (30) feet to the rear yard line. No building shall be located on any lot nearer than eight (8) feet to the sideyard lot line.

For the purpose of this covenant, eaves, steps and open porches shall not be constructed so as to permit any portions of a building on a lot to encroach upon another lot.

Emphasis in building siting on the lot shall be given to a passive solar orientation.

3.5 Dwelling per Building Site: Only one (1) dwelling structure shall be constructed per building site.

No accessory building or storage shed may be constructed or installed which is disconnected from the dwelling unit; except, gazebos and similar type structures. Pump houses for pools may be allowed with written permission of the Architectural Committee.

3.6 Percentage of Lot Coverage: All building on a building site, including accessory building, shall not cover more than thirty percent (30%) of the building site.

No development shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot. If the building site consists of more than one lot, then the boundary lines of the building site shall apply, rather than the platted lot lines.

3.7 Permissible building:

(a) **Order of Construction** – All buildings erected on any building site shall be constructed of new materials of good

quality suitably adapted for use in the construction of residences. No "used materials", except brick or stone, shall be used for or in the construction of the property, and no previously built structure of any kind shall be moved upon said premises.

- (b) **Building Characteristics** – Individual dwelling units should be designed to achieve a balanced proportion and scale in the overall massing, as well as with individual features, or component parts, such as patios, decks, porches, garages, and entry porticos. Roof pitches should not be less than six in twelve. Flat roofs or mansard roofs shall not be allowed. Prefabricated and Modular homes and other structures shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. Wood horizontal lap siding with a maximum 6" exposure or masonry is preferred. Colors and textures of exterior surfaces should be of a natural appearance selected from a range of natural and muted earth tones and blends. Primary colors shall not be allowed, including but not limited to, accents or trim.

All exterior construction materials shall include by way of description, but not as limitation, wood, brick or stone. Vinyl or Aluminum siding may be used, provided that a minimum 50 % of siding areas is brick or stone. Notwithstanding the foregoing, the requirement of a minimum 50 % brick or stone siding area on the back may be waived in the sole discretion of the Architectural Committee. All corners faced with brick or stone must be returned with stone or brick a minimum of 4 feet. The usage of vinyl or aluminum siding must be first submitted to the Architectural Committee and receive its written approval.

The roof material recommendations are wood, Architectural design asphalt shingles, or other premium roofing materials. Unacceptable materials would include metals, plastics or asbestos/cement shingles.

All foundation walls of any construction shall not exceed a maximum height limit of twelve (12) inches of exposed surface, however, exposed basement shall be covered with a finished material and shall not be left as exposed formed concrete, with exceptions to be approved by the Architectural Committee.

- (c) **Site Development:** Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

The landscape requirement for a builder to install around a dwelling unit must equal \$1,500 or 1.5% of the dwelling unit and lot value, which is greater. This landscape treatment shall be concentrated around the front and entrance of the dwelling unit. The monies applied to the landscaping requirement plant material shall not include mulch, river stone, fencing, street tree requirements, seed or sod.

The front yard of each lot including adjacent street parkway shall be sodded by the owner of the lot after substantial completion of any principal structure thereon, and as soon as weather reasonably permits. On corner lots, yard and parkways adjacent to both streets shall be sodded. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits. Seed must be applied at a minimum of 80 lbs. per acre. Lots that drain directly into a lake shall either be sodded or seeded in the fall construction season with erosion control measures that are approved by the Architectural Committee.

Each lot shall be planted with not less than four (4) hardwood trees, which are not less than two (2) inches in diameter, within one (1) year after a lot is in possession of a lot owner after sale by The Atkins Group. Two (2) of the trees shall be placed in the front yard and two (2) of the trees shall be placed in the rear yard.

Complete landscape development of each lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

Additionally, no plantings or landscaping exceeding the height of four feet at maturity shall be permitted in the rear yard setback area for all lots that adjoin either the golf course or any lake. It is the intention that golf views and lake views of adjoining properties shall not be blocked or screened by plantings or landscaping and it is not intended to prohibit planting, but merely to control the nature and extent of same and to protect any open space character of the property.

- (d) **Fences:** Fences and walls shall be an extension of the house. It is preferable that they do not function as property line markers, but to define spaces and screen items required. Front yard fences and walls are not allowed unless they are an integral part of the house architecture.

Any wall and/or fence should be made of materials common to the dwelling unit or materials to compliment the dwelling unit. All fences shall be constructed with the support framing facing the interior of the lot and the fence façade to the outside of the framing. This may include ornamental metal (iron, steel, etc.), brick or wood. Chain link or other wire or steel mesh material shall not be allowed.

To preserve the quality and attractiveness of the common property along the perimeter of lake and golf course at STONE CREEK SUBDIVISION, no perimeter fences shall be permitted on adjoining lake or golf lots without the written approval of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of the lake or golf course to all owners of lots bordering upon the lake or golf course and it is not intended to prohibit fencing, but merely to control the nature and extent of same and to protect any open space character of the property.

- (e) **Satellite dishes or receivers** shall be allowed only if the size of the dish or receiver is less than 37 inches in diameter and the dish or receiver is directly attached to the rear side of the dwelling unit.

Exterior antennas are not allowed. If an antenna is required for a particular electrical function it shall be mounted inside the house, attic, or garage.

- (f) **Solar panels** shall be designed to be an integral part of the architecture.
- (g) **Driveways** shall be of a hard surface. Gravel is not permitted. Concrete or pavers are preferred. Every driveway shall provide positive drainage away from the house or garage.
- (h) **No clothes line**, whether temporary or permanent, shall be used or installed outside the dwelling unit.
- (i) **No above ground swimming pools** shall be allowed in the subdivision. No tennis court or swimming pool shall be located on a lot on any front yard or within the minimum setback allowed by the applicable zoning ordinance of the City of Urbana.

3.8 Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

3.9 Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

Signs: No signs of any kind shall be displayed to the public view in any lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent.

Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank unnels, mineral excavations or shafts be permitted upon or in any ot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any ot.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

Garbage and Refuse Disposal: No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from view.

Garbage containers shall be kept out of the front yard except on collection day. Storage of garbage containers while in use shall be in the garage or shall be screened from view.

Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his lot and to keep the improvement and lot in a clean and neat condition.

Debris waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The Owner reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of the clean up. At no time may a lot owner dump debris on another owner's lot. The Owner reserves the right to have the originator of the debris pay the cost of the clean up by imposing legally enforceable liens.

3.15 Off-Street Parking and Recreational Vehicles: No truck, travel-trailer, recreational type vehicle, mobile home, boat, trailer, motor bike, motorcycle, all terrain vehicle, pickup truck, wagon, yard equipment, golf cart, tractor, motor home or snow mobile shall be kept on the lot or in the subdivision except entirely within an enclosed structure. All automobiles kept or stored on said premises not enclosed in the garage shall be in a workable and running condition.

All property owners in STONE CREEK SUBDIVISION shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property. Street parking shall be permitted only for temporary visitors.

Each dwelling unit shall have, as a minimum, a two-car garage. Garages in excess of two spaces shall be allowed, however, they must be attached to the dwelling unit.

3.16 Nuisances: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Yard Lights: The owners of every lot shall erect and maintain in good operating condition one yard light located in the front yard. The owners of every lot shall also erect and maintain in good operating condition one yard light located in the rear yard if the rear yard borders on a commons area. This additional rear yard light shall be located at a point designated on the lot by the Architectural Committee for the purpose of illuminating the path or commons area. No hedge, fence or any other type of obstruction shall be between said rear yard light and the rear property line.

All lights shall be equipped with a photoelectric cell that illuminates the light during hours of darkness. All lights in the front yard and rear yard shall be of the type as specified by the Architectural Committee in order to promote a uniform look in STONE CREEK SUBDIVISION.

All property owners in STONE CREEK SUBDIVISION shall be required to maintain said yard lights in proper working order. The Architectural Committee shall review all proposed exterior lighting systems for location, type, design and illumination levels. Approval shall be obtained from the Architectural Committee prior to construction.

Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities. Said easements are hereby granted and dedicated to the City of Urbana and County of Champaign, and utility companies; and also to lot owners (as applicable) for repair and maintenance of private sanitary service sewers owned by lot owners. Such public entity shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said obstruction in

writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

3.19 Common Area Easement: Certain areas within the designated "commons area easement" in this addition as shown on the recorded plat are hereby dedicated to the public for the installation of utilities to serve all sections of STONE CREEK SUBDIVISION. Subject to said dedication, such areas designed "commons area easement" shall be devoted to the common use, the enjoyment of the owners of the lots in this addition of STONE CREEK SUBDIVISION and various sections of STONE CREEK SUBDIVISION presently platted or to be platted at a later date. The management and control of these areas designated "commons area easement" shall be exclusively exercised by STONE CREEK SUBDIVISION Homeowner's Association, an Illinois non-profit corporation. Each owner of a lot in this addition shall as a condition precedent to ownership, covenant and agree to pay monthly charges to STONE CREEK SUBDIVISION Homeowner's Association in accordance with its Articles of Incorporation and By-Laws, and the declaration of covenants and restrictions contained herein, and each said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in said Subdivision. No buildings shall be erected on such areas designated as "commons area easement" and designated easements for public utilities are hereby granted and dedicated to the City of Urbana and County of Champaign on and across all designated areas within the "commons area easement".

The Stone Creek Subdivision Homeowner's Association shall provide for the care and maintenance (mowing and trimming) of improvements within the "commons area easement", island and median area from assessments paid by the owners of lots in this and other additions or section of STONE CREEK SUBDIVISION presently platted or to be platted at a later date, and it agrees to indemnify and hold harmless the respective owners of lots on which the designated "commons area easement" is depicted by recorded

plat from and against any claims, demands, damages, or injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of such "commons area easement" by the owners, and their guests, of the lots in this and other additions or sections of STONE CREEK SUBDIVISION.

In the event that the STONE CREEK SUBDIVISION Homeowner's Association does not comply with the maintenance responsibilities outlined herein, the City of Urbana shall have the right to enforce the covenants through an appropriate procedure in a court of law and be entitled to recover its expenses in so doing.

Grant of Golf Easement and Waiver of Liability: Every Lot of the Subdivision which abuts the golf course, or is on a street adjacent to the golf course is hereby burdened with an easement allowing golf balls hit by any golfers using the golf course to come over and on each Lot. All golfers using the golf course shall have an easement to come on each Lot of the Subdivision for the purpose of seeking and retrieving such golf balls; provided that golfers shall not have the right to use such easement to come on any fully fenced Lot. The foregoing easement shall not relieve golfers using the golf course of any liability they may have for property damage or personal injury resulting from the entry of golf balls or golfers on any Lot.

The association, if any, and its members (in their capacity as members), the Developer, Architectural Committee and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, or from the exercise by any golfer of the easements granted hereby.

All persons are hereby advised that no representations or warranties have been or are made by the Developer or any other person with regard to the continuing existence, ownership or operation of a golf course at the Subdivision, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this document executed or joined into by the Developer. Further, the ownership and/or operation of any golf course may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the golf course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the golf course to a club or similar arrangement; or (c) the transfer of ownership or control of the golf course to one or more affiliates, employees or independent contractor of the Developer. No consent of the Homeowner's Association or any Owner shall be required to effectuate such transfer or conversion.

Neither membership in the Homeowner's Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the golf course, if any. Rights to use the golf course, if any, will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the golf course, if any.

3.21 Vacant Lots: All vacant lots shall be maintained at all times free of weeds, high grass, and debris.

3.22 Dedication: Owner hereby dedicates the tracts including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways, crosswalks, and alleys (collectively "right-of-way"), respectively to the public, for public use perpetually, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television and may other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf

of the public shall have the right to maintain said right-of-way free from buildings, fences, structures, or any obstructions of any kind whatsoever. No person shall obstruct the said right-of-way unless authorized by the public entity with authority to do so. Any item specified or otherwise authorized by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highways, and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

Drainage Plans: The Owner, its agents, successors, or assigns, retains the right to approve all drainage plans for development of each Lot in accordance with the master plan heretofore formulated by the Owner.

Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien, or charge.

Waiver of Restrictions: These restrictive covenants may be waived or amended, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds of the lot owners of this section of STONE CREEK SUBDIVISION presently platted or to be platted at a later date.

Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.

Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herewith provided or any part thereof is invalid or for any reason

become unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges of any part thereof shall be thereby affected or impaired.

3.28 Perpetuation: The foregoing covenants, limitations, and restrictions are to run with the land and are binding on all parties and persons claiming under them.

**APPENDIX A
BUYER/BUILDER REVIEW CHECKLIST
STONE CREEK SUBDIVISION**

e/Work

- (1) Rough grade elevation shown on the subdivision construction plans shall be reviewed by the buyer/builder.
- (2) Surface drainage patterns shown on the construction plans shall be maintained by the buyer/builder both during construction of the unit and after completion of the unit.
- (3) Erosion control shall be practiced by the builder during construction and by the buyer upon occupancy of the unit.
- (4) No excess dirt from foundation or basement excavation shall be removed from the project site until said removal is approved in writing by the **Stone Creek Subdivision Architectural Committee**.
- (5) The buyer/builder shall not allow site construction to encroach on adjacent lots whatsoever.
- (6) The subdivision construction plans shall be reviewed by the buyer/builder to determine areas where compacted embankment has been placed to achieve the rough elevation shown on the plans.
- (7) The buyer shall ascertain any needs or requirements for footings or foundation drains for building improvements to be made.

Drives

- (1) All dwellings shall have a driveway which shall be constructed out of concrete, pavers or other hard surface.
- (2) Driveway locations as shown on the construction plans shall be used unless an alternate location is specifically agreed to by the **Stone Creek Subdivision Architectural Committee**.
- (3) Location of barrier type curbs and mountable type curbs shall be noted by the buyer/builder.

ewers

- (1) Location of the project storm sewers shall be noted by the buyer/builder and location and manner of sump pump discharge (both horizontal and vertical) shall be approved by the **Stone Creek Subdivision Architectural Committee** prior

to installation. All sump pumps must be connected to said storm sewer.

(D) Plats & Covenants

- (1) The buyer/builder shall review all of the building setback locations shown on the recorded final plat of the subdivision and shall review all applicable provisions to the subject lot which are contained in the City of Urbana Zoning Ordinance.
- (2) The buyer/builder shall visit the site prior to taking possession of the lot, note all improvements on surrounding lots which have already had improvements constructed on them and be aware of the effects and interpretations of the adjoining improvements on the lot to which he or she has an interest.
- (3) The buyer/builder shall be aware of all lots, densities and land uses shown on the approved preliminary plan of the subdivision.

E Architectural Review

- (1) The following matters shall be reviewed and approved by the **Stone Creek Subdivision Architectural Committee** prior to initiation of construction:
 - a) House location on lot;
 - b) Construction drawings (floor plans, floor elevations, basement or footing/foundation plan, sections/details, sump pump discharge, etc.).
 - c) Setbacks, utility easements;
 - d) Site development (driveway, patios, decks, accessory buildings, sewage disposal system, etc.)
 - e) Exterior materials and colors for roof, walls (siding, brick, etc.) and trim (windows, shutters, molding, etc.)
 - f) Finish floor elevation relative to front yard property line;
 - g) Grading plan;
 - h) Landscape plan;
 - i) Fence design; and
 - j) Front yard light location.

AMENDMENT TO STONE CREEK SUBDIVISION NO. 1 OWNER'S CERTIFICATE AND DEDICATION

THIS FIRST AMENDMENT TO STONE CREEK OWNER'S CERTIFICATE AND DEDICATION (the "Amendment") is made this 1st of December, 1997, by Clinton C. Atkins, (the "Developer").

WHEREAS, Developer, being the Owner of over ninety percent of the Lots, desires to amend the STONE CREEK NO. 1 OWNER'S CERTIFICATE AND DEDICATION attached to that Plat of Subdivision for STONE CREEK SUBDIVISION NO. 1, dated September 23, 1997 as Document 97R 23338 (the "Owner's Certificate").

NOW THEREFORE, the Owner's Certificate shall be amended with the addition of the following provisions.

Homeowner's Association

1.1. The Developer shall form an Illinois not-for-profit corporation for the Reserve (Lots now and hereafter beginning with "R") and shall form a second not-for-profit corporation for the following sections of the Subdivision: The Fairways (Lots now or hereafter beginning with "F"); The Greens (Lots now or hereafter beginning with "G") and The Highlands (Lots now or hereafter beginning with "H"). The Developer shall form a third Illinois not-for-profit corporation for the management of common areas situated along Stone Creek Boulevard but not in any of the foregoing sections of the Subdivision. All Lot owners shall become members of the Stone Creek Boulevard Association. Each not-for-profit corporation shall provide for maintenance and operation of common Areas within each such section and in general to maintain and promote the desired character of each section of the STONE CREEK NO. 1 SUBDIVISION. The following provisions of this Amendment shall apply to each such section of the Subdivision and their respective Associations.

1.2. (a) The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at regular intervals as the articles of incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board

occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or By-Laws and (ii) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Developer. Except for directors of the Board appointed by the Developer, all directors shall be Members of the Association. The Developer may, from time to time, by written notice to the Association, elect to relinquish his right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

1.3. The Developer shall, through the Board appointed by it in accordance with Section 1.2, exercise control over all Association matters, until the first to occur of the following: (a) the date which is twenty (20) years from the date of the Owner's Certificate, (b) the date of the sale and conveyance of legal title to seventy-five percent (75%) of the Lots to Owners other than Developer or an assignee of Developer occurs, or (c) the date Developer elects voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by directing the Developer to execute and record in the Office of the Recorder of Deeds of Champaign County, Illinois an instrument setting forth his intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Developer shall cause Developer to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall maintain the Common Area as required hereunder.

1.4. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from any Lot. Nothing herein contained shall be interpreted to deprive the Developer from membership while the Developer or any of his heirs or assigns in interest owns one or more Lots.

(b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each vote submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall be entitled to one vote.

1.5. The Association, through the Board, shall have the authority and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including the obligation to maintain any landscaping located in concrete islands, medians and median strips in the dedicated roads or streets which are adjacent to the Property and to maintain any signage and lighting located on the Property;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any of the duties and responsibilities of the Association, provided that the Association shall contract with a person or firm appointed as a manager or managing agent by the Developer shall give the Association the right to terminate the contract without cause or penalty not later than ninety (90) days after the date the next meeting of the Members of the Association is held as provided in the By-Laws;

(c) Establish and maintain a Contingency and Reserve Fund in an amount to be determined by the Board;

(d) At its option, mow, care for, maintain and remove brush from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any lot or other portion of the Property owned by Developer;

(e) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Association acting in accordance with its articles of incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping STONE CREEK SUBDIVISION NO. 1 a highly desirable residential community; and

(f) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

1.6. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners.

1.7. (a) Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board.

(b) Until the Turnover Date, Developer shall have the right, but not the obligation, to maintain the Common Area and all signs and monuments located thereon and, in its sole discretion, pay all expenses and costs arising in connection with the Common Area, including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area. To the extent that any real property taxes payable after the Turnover Date

tributable to the period prior to the Turnover Date, Developer shall
urser the Association, on a pro rata basis, for such real property

Developer shall reimburse the Association, on a *pro rata* basis,
ch real property taxes.

(c) Developer shall be entitled at all times to conduct
of Lots from the Property and shall have the right, for himself and
agents, employees, guests and invitees, to utilize roads, streets,
non Area and all other portions of the Property, excluding sold
for such purposes until all Lots are sold. Developer may at all times
signage, lighting and establish sales offices and model homes as
ed to conduct his sales and marketing of the Property.

Assessments

2.1. Each Owner, by taking title to a Lot, shall be deemed to
covenanted and agreed to pay to the Association annual
assessments or charges and special assessments for capital
movements, and unforeseen expenses, to be collected from time to
is hereinafter provided. The annual and special assessments,
er with such interest thereon and costs of collection thereof, as
after provided, shall be a lien on the Lot against which each such
ment is made. Each such assessment, together with such interest,
and reasonable attorneys' fees shall be the personal obligation of
erson who was the Owner of such Lot at the time when the
ment fell due. The personal obligation of an Owner shall not pass
successors in title unless expressly assumed by them.

2.2. The assessments levied by the Association shall be used
sively for the purpose of promoting the health, safety, and welfare
residents of the Property and in particular for the improvement and
enance of the Property, services and facilities devoted to these
uses and related to the use and enjoyment of the Common Area.
uses shall include, without limitation, the cost of all general real
taxes, insurance, repair, replacement and maintenance and other
es required or permitted by this Declaration and the cost of those
that the Board shall determine to be necessary or desirable to meet
urposes of the Association, including without limitation the
lishment and maintenance of a Contingency and Replacement
ve. The annual assessments provided for herein shall commence

for each Lot on March 1, 1998. The annual assessment for each of the
first three years shall be as follows:

The Fairways,	\$25.00
The Greens and	
The Highlands	
The Reserve	\$25.00
Stone Creek	\$50.00
Boulevard	

Notwithstanding anything to the contrary contained herein, prior
to the Turnover Date, special assessments in any calendar year may not
exceed \$500.00 per Lot without written consent from a majority of the
Owners with each Owner leaving one vote for each Lot owned by him,
except Developer who shall have no votes on such assessment.

2.3. Thereafter, each year on or before November 1, the
Board will estimate the total amount of maintenance expenses necessary
to pay the cost of wages, materials, taxes, insurance, services, supplies
and any other necessary or desirable items which will be required during
the ensuing calendar year. (January 1 – December 31) for services
authorized by the Board, together with a reasonable amount necessary to
fund the Contingency and Replacement Reserve, and shall, on or before
December 1, notify each Owner in writing of the amount of such estimate
("Estimated Cash Requirement"). Such Estimated Cash Requirement
shall be prepared on a line item basis. The Estimated Cash Requirement
shall be assessed equally among all of the Owners excluding the
Developer. On or before January 1 of the ensuing fiscal year, each
Owner shall be obligated to pay to the Board, or as it may direct, the
annual assessment made pursuant to this Section. On or before the date
of the annual meeting of each calendar year, the Board shall furnish to all
Owners an itemized accounting of the maintenance expenses for the
preceding fiscal year actually incurred and paid, together with a
tabulation of the amounts collected from the Owners pursuant to
assessments made during such year and showing the net amount over or
short of the actual expenditures, plus reserves. The Board shall upon
demand at any time furnish a certificate in writing signed by an officer or
agent of the Association, setting forth whether the assessments on a
specified Lot have been paid. Such certificates shall be conclusive
evidence of payment or nonpayment of any assessment thereon.

2.4. (a) The Board shall build up and maintain a reserve for replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"), Capital improvements and expenditures which become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement Reserve having a cost in excess of Ten thousand Dollars (\$10,000.00) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among Owners, excluding the Developer. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten days after the delivery or mailing of any such notice of assessment.

2.5. When the first Board elected by the Members hereunder goes into office, it shall determine the Estimated Cash Requirement for the Association commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs. The initial Estimated Cash Requirement shall be assessed equally among the Owners, excluding the Developer.

2.6. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of the Estimated Cash Requirement as herein provided, and when the Estimated Cash Requirement shall be determined, and, in the absence of nonpayment of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been determined and the Owners have been notified thereof.

2.7. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such

records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

2.8. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies or other depositories as the Board may select.

2.9. Any assessments or other charges, which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

2.10. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of

prior Mortgage or in lieu of such foreclosure, the grantee of such shall take title free and clear of any lien for assessment authorized in this Declaration so long as any such lien shall have arisen prior to the recording of any such deed.

Reaffirmation

Except as specifically modified hereby, the Owner's Certificate affirmed in its entirety. In the event of a conflict between any provision of this Amendment and any provision of the Owner's Certificate, the provisions of this Amendment shall control.

BY-LAWS OF STONE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION

The administration of the Stone Creek Subdivision Homeowners Association ("Association"), an Illinois Not-for-Profit Corporation, shall be governed by the following By-laws:

ARTICLE I

Memberships

Section 1: Qualifications: Every person or entity who is a record owner of a lot in STONE CREEK SUBDIVISION (for purposes of these By-Laws STONE CREEK SUBDIVISION includes all sections of STONE CREEK SUBDIVISION whether presently platted or to be platted in the future) or who is the beneficiary of a land trust holding title to a lot in the subdivision shall be a member of the Stone Creek Subdivision Homeowners Association. Ownership of a lot shall be the sole qualification for membership. Additional property owners may become members of the Association as provided in the Owner's Declaration of Covenants and Restrictions. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in STONE CREEK SUBDIVISION all such persons or entities shall be members.

Section 2: Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. The membership is appurtenant to and shall not be separated 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 STONE CREEK SUBDIVISION at which time the new owner shall automatically become a member of the Stone Creek Subdivision Homeowners Association. Each member of the Association shall be bound by and shall observe the terms and provisions of the covenants and restrictions of STONE CREEK SUBDIVISION, the By-laws of the Stone Creek Subdivision Homeowners Association and the rules and regulations promulgated from time to time by the association or its Board of Directors. No member shall have the right or power to disclaim,

inate, or withdrawal from this membership in the **Stone Creek Division Homeowner Association** or from any of his obligations as member by abandonment of his residence or for any other reason.

Section 3: Voting Rights: Each lot in the **STONE CREEK DIVISION** shall be entitled to one vote, which may be cast, either in person or by proxy, by the owner of such lot. If more than one member of record owner or beneficiary of the title-holding land trust of a lot in **STONE CREEK SUBDIVISION**, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any one lot. A lot owner may vote by written proxy, such proxy being invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Any proxy must bear the date of execution thereof.

Section 4: Suspension of Voting Rights: The **Stone Creek Division Homeowner Association** shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Association against the member's lot remains unpaid, upon the member's violation of any **By-laws of the Stone Creek Subdivision Homeowners Association**. Any voting rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the termination of the covenants and restrictions and/or the **By-laws** are cured.

ARTICLE II

Meetings of Members

Section 1: Initial Meeting: An initial meeting of the members of the **Stone Creek Subdivision Homeowners Association** shall be held at such time the owner-developer, in its sole discretion, may call for an initial meeting of the members, but no later than January, 1999.

Section 2: Annual Meetings: After the initial meeting of the members has been held, there shall be an annual meeting of the members of the Association at such place as may be designated, on the fourth day in March of each year if not a legal holiday under the laws of the State of Illinois, and if a legal holiday then on the next succeeding business day, at 7:00 p.m., for the election of directors and for the transaction of such business as may come before the meeting. Written notice of the Annual Meeting stating the date, place and the hour of the

meeting shall be distributed by the Board of Directors or a representative designated by the Board.

Section 3: Special Meetings: Special meetings of the members shall be held whenever called by the Board of Directors or by the voting members-having, in the aggregate, not less than twenty-five per cent (25%) of the total votes of the **Stone Creek Subdivision Homeowners Association**. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 4: Quorum: The presence in person or by written proxy at any meeting of the voting members having fifty percent (50%) of the total votes of the **Stone Creek Subdivision Homeowners Association** shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General-Not-For Profit Corporation Act or the Articles of Incorporation of the 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.

ARTICLE III

Board of Directors

Section 1: Number of Directors: The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) persons. The initial Board of Directors need not be members of the Association. Thereafter, all of the Board shall consist of members of the Association or a designated representative or representatives of said member. At the inception of the Association, the Board shall consist of three (3) persons named in the Articles of Incorporation. After the initial meeting of the members of the Association, the number Directors shall be fixed by the Board.

Section 2: Powers & Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and activities as are, not by law or these **By-laws**, directed to be exercised and done by the members.

Section 3: Other Duties: In addition to duties imposed by By-laws, the Articles of Incorporation of the Association or by action of the Association, the Board of Directors shall be responsible for the following:

(A) Care and upkeep of the Subdivision including the common areas and facilities to the extent the same is not performed by others.

(B) Levying and collection of the annual assessments and any special assessments hereinafter provided for from the members.

(C) Designation and dismissal of personnel necessary for accomplishment of the purposes of the Association.

(D) Expenditure of funds in accordance with the annual budget and amendments thereto.

(E) To enforce any and all covenants, restrictions, and amendments applicable to lots within the subdivision and to adopt, amend or enforce rules and regulations.

Nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep or maintenance upon any real property improvement upon real property owned by any member of the Association which is not located upon the common areas of the subdivision.

Section 4: Executive Committee: The Board of Directors may elect from their number an executive committee consisting of not less than three members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be chairman of the Executive Committee.

Section 5: Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time. After the initial organizational meeting of the Board of Directors, a minimum of three regular meetings shall be held each calendar year.

Section 6: Special Meetings: Special Meeting of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 7: Quorum: The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, and a majority of those present at the time and place of any regular or

special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the board of Directors, except as may be otherwise provided by law.

Section 8: Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 9: Chairman: At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a chairman chosen by the Directors present, shall preside.

Section 10: Terms of Members of the Board: The initial Board of Directors named in the Article of Incorporation and any additions thereto as permitted herein shall serve until their replacements are elected at the initial meeting of the members of the Association. Thereafter they shall be elected by the members of the Association at each annual meeting for the terms as determined by the Board.

Section 11: Compensation: Members of the Board shall receive no compensation for their services.

Section 12: Consent: Unless specifically prohibited by the Articles of Incorporation or By-laws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall be the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 13: Annual Report: The Board of Directors, after the close of the fiscal year, shall submit to the members a report on the activities of the Association and shall submit an account of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 14: Vacancies in the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association or a designated representative or representatives of said member to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

ARTICLE IV

Officers

Section 1: Executive Officers of the Association shall include president, a Vice President, a Secretary, and a Treasurer. All officers shall be elected annually by the board of Directors and they shall take office immediately after election. The officers of the Association for the first five (5) years from the date of incorporation need not be members of the Association. Thereafter, they shall be members of the Association or designated representative or representatives of said member.

Section 2: The President: Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio a member of all committees.

Section 3: The Vice President: The Vice President shall have the same power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings of the board of Directors and of all committees and the minutes of the annual meetings and special meetings of the members, as well as the corporate seal and such books and papers as the board may direct, and shall in general perform all the duties incident to the office of the secretary, subject to the control of the Board of Directors and the President; further the secretary shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds and securities of the Association and shall perform all duties incident to the office of the treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such amount as the Board may require.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers,

agents and committee chairman as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7: Committees: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees shall have such authority and perform such duties as from time to time may be prescribed by the Board. Each member of a committee shall continue as such until the next annual meeting of the members of the Association 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. The Stone Creek Subdivision Architectural Committee shall not be subject to control of the Stone Creek Subdivision Homeowners Association and shall operate independently of these By-laws, in accordance with the covenants and restrictions for STONE CREEK SUBDIVISION.

ARTICLE V

Loss of Property

Section 1: Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI

Maintenance and Special Assessments

Section 1: Creation of Assessments: The Board of Directors of Stone Creek Subdivision Homeowners Association shall have the right and power to subject the property situated in all phases of STONE CREEK SUBDIVISION, except public streets, ways and parks, to an annual maintenance assessment and to special assessments.

Commencing December 1, 1998, and on each December 1 thereafter, each owner of lots in STONE CREEK SUBDIVISION other than the owner-subdivider shall be assessed an annual maintenance charge against his lot or lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance

to be used by the Association as hereinafter stated. The assessment shall be payable to **Stone Creek Subdivision Homeowners Association** on January 1 the following year and will be delinquent when it is not paid within 30 days after it becomes due.

The annual maintenance assessment may be adjusted from year to year by the Board of Directors of **Stone Creek Subdivision Homeowners Association** as the needs of the common areas in its jurisdiction may require, but in no event shall the assessment in any year for any one lot exceed the sum of one hundred dollars, unless changed by action of the membership at an annual or special meeting.

Section 2: Special Assessments: Special Assessments may be levied by the board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve fund established by the annual maintenance assessment.

Section 3: Use of Maintenance Assessments: The maintenance fund may be used:

For lighting, improving and maintaining the street island and other common areas, the common area easements, and dedicated right of way maintained for the general use of the owners and occupants of land included in such subdivision;

For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under direct supervision of the City, or State, or drainage district; and

For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property commons neat and in good order and which in the opinion of the Board of Directors may be of benefit to the owners or occupants of the land included in such subdivision.

Section 4: Creation of Lien and Personal Obligation of Assessments: **Stone Creek Subdivision Homeowners Association** shall have a continuing lien on each lot in **STONE CREEK SUBDIVISION** to secure the payment of maintenance or special assessments due and to become due, and the record owners of such lots shall be personally liable for all maintenance or special assessments.

Upon reasonable demand, the **Stone Creek Subdivision Homeowners Association** shall furnish to any owner or mortgagee or other person interested a statement showing the amount of any unpaid assessment charges against any lot or lots.

Section 5: Non-payment of Assessments: If any regular maintenance or special assessment is not paid on the date when due, then the assessment shall become delinquent and shall, together with such

interest thereon and costs of collection including reasonable attorneys' fees 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 grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land trust, and 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 the record owner, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of 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 Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all the cost of preparing and filing the complaint and maintaining and concluding such action, including the costs of the title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any lot is conveyed to a land trust, upon the demand of the **Stone Creek Subdivision Homeowners Association**, the Trustee shall furnish the Association with a certified copy of the trust agreement and any amendments thereto, so that the Association shall be advised of the

tity of the beneficiaries entitled to vote and who will be personally
e for the regular and special assessments.

ARTICLE VII

Notice

Section 1: Notice: Whenever, according to these By-laws, a
se shall be required to be given to any member or director, it shall
be construed to mean personal notice, but such notice may be given
riting by depositing the same in a post office Champaign County,
ois, in a postpaid sealed envelope, addressed to such member, or
ctor at his address as the same appears on the books of the
ociation, and the time when such notice is mailed shall be deemed the
of the giving of such notice.

Section 2: Waiver of Notice: Whenever any notice is required
given under the provisions of these By-laws or under the provisions
e Articles of Incorporation or under the provisions of the Illinois
eral Not-For-Profit Corporation Act, a waiver thereof in writing,
ed by the person or persons entitled to such notice whether before or
the time stated therein, shall be deemed equivalent to the giving of
notice.

ARTICLE VIII

Amendments

The provision of the By-Laws may be changed, modified, or
nded by an instrument in writing setting forth such change,
ification, or rescission, certified by the Secretary. Such change
ification, or rescission shall be approved at a membership meeting
d for this purpose. The presence in person or by proxy at said
ing of the voting members of the **Stone Creek Subdivision**
neowners Association having a majority of the total votes shall
titute a quorum. However, said change, modification, or rescission
be approved by not less than a majority of the total number of votes
e **Stone Creek Subdivision Homeowners Association**.

Prior to the election of the Board of Directors at the first annual
ing of the member of the Association, the initial three member
d of Directors named in the Articles of Incorporation and any
ions thereto shall have the authority to authorize, implement and

amend these By-laws in the whole, or in part, without complying with
the provisions of the first paragraph of Article VIII of these By-laws.

ARTICLE IX

Corporate Seal

Section 1: Corporate Seal: The corporate seal shall have
engraved thereon the following: **"Stone Creek Subdivision**
Homeowners Association – Seal- Incorporated 1998." It shall remain
in custody of the Secretary and shall be by him affixed to all instruments
in writing requiring the corporate seal for complete execution. An
impression thereof is directed to be affixed to these By-laws.

ARTICLE X

Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of
January and shall terminate on the 31st day of December of each year.