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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE
STONE CREEK SUBDIVISION
FRANKFORT, ILLINOIS**

GANDER PARTNERS, LLC, DEVELOPER

Laurie McPhillips 32P R 2005124654
Will County Recorder Page 1 of 32



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**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR THE
STONE CREEK SUBDIVISION**

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR STONE CREEK SUBDIVISION, PHASE ONE
FRANKFORT, ILLINOIS**

THIS DECLARATION, made this 15 day July, 2005, by GANDER PARTNERS, LLC, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal title holder to that certain real estate located in Frankfort, Illinois and known as the **STONE CREEK SUBDIVISION, PHASE ONE** (hereinafter referred to as the "Subdivision"), described on **Exhibit A** attached hereto; and,

WHEREAS, the Stone Creek Subdivision was approved to be developed in two phases and, the subject Subdivision comprises the first phase of the Stone Creek Subdivision;

WHEREAS the Annexation Agreement for the Subdivision provides for a Declaration to be recorded against the Subdivision in substantial conformity with the form attached as Exhibit D to said Annexation Agreement, and, further, the forgoing Declaration is in, in fact, in substantial conformity with said Exhibit D.

WHEREAS, The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines shall be considered as running with the land and shall be binding upon the respective Owners of said Lots, their heirs, executors, administrators, personal representatives, successors, trustees, mortgagors, grantees, lessees and assigns; and

WHEREAS, the purpose of this Declaration is to keep and maintain the subdivision as desirable, attractive, uniform and suitable in architectural design and use to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, and to provide for the highest level and quality of improvements thereto, as more fully set below.

NOW, THEREFORE, Declarant hereby declares as follows:

DEFINITIONS

A.R.C. - Architectural Review Committee, as provided in Article III below.

Annexation Agreement – The Annexation Agreement entered into between the Village and the Developer recorded against the Subdivision, as document no. R2004150131 in the office of the Will County Recorder of Deeds, as amended from time to time.

Association - The Stone Creek Homeowners' Association, its successors and/or assigns.

Common Areas – Outlot detention facilities, cul-de-sac islands, entryway boulevards, bridges, monument entryway signs, landscape easements, conservation easements, and such other areas as may be delineated as a “Common Area” on the Plat.

Declarant – Gander Partners, LLC, and Illinois Limited Liability Company, its successors and or assigns.

Declaration - This instrument and all exhibits hereto, as amended or supplemented from time to time.

Developer - Gander Partners, LLC, and Illinois Limited Liability Company, its successors and/or assigns.

Development - the single family residential project as depicted on the Plat and approved by the Village of Frankfort.

Fund - the maintenance reserve fund

Initial Purchaser - The grantee under a Deed to a Lot from the Declarant or its assignee to a third party.

Landscape Island - the landscaped center of cul-de-sacs, or otherwise as specified on the recorded plat.

Lot - a plot of land, as delineated on the recorded plat of subdivision of Stone Creek, except the common areas.

Lot Owner - an owner of record, whether one or more persons or an entity, of fee simple title to any lot in the subdivision. Also, 100% of the beneficiaries on an Illinois Land Trust and the beneficiaries of a self-declaration trust. Developer shall be deemed to be a Lot Owner with respect to each Lot owned by Developer.

Parkway - the real property located between the public street and the sidewalk in front of a Lot.

Plat of Subdivision – The Final Plat of Subdivision for Stone Creek, Phase One, recorded on December 7, 2004 with Will County Recorder as document number R2004 219523.

Stone Creek, Phase Two - That portion of real estate that was annexed to the Village pursuant to the Annexation Agreement, except Stone Creek, Phase One.

Subdivision, or Stone Creek, Phase One - As delineated on the Plat of Subdivision.

Village - The corporate authorities of the Village of Frankfort, an Illinois municipal corporation, their successors, and /or assigns.

ARTICLE I ACCEPTANCE BY GRANTEES

1. ACCEPTANCE OF DECLARATION

Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any Lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for themselves, their heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees subsequent Owners of each said other Lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes, and grants.

This Declaration shall be effective upon the filing of record of the same in the office of the Recorder of Deeds of Will County, Illinois;

2. DURATION & ENFORCEMENT

The covenants, conditions and restrictions contained herein, and all amendments thereto, shall be considered as appurtenant to and running with the land and be binding upon Declarant, its successors and assigns and all of the Lots in the subdivision, and subject to Article VII below, may be enforced by the Owner or Owners of any Lot in said subdivision, the Village of Frankfort, or by the Developer, its successors or assigns.

Should any provision of this instrument be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, (c) or any other statutory or common law rules imposing time limits, then such provisions shall be deemed to be operative only until 21 years after the death of the last survivor of the now living and lawful descendants of George Ryan, former Governor of the State of Illinois.

3. VIOLATIONS

In the event that the Owner of any Lot in the subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions, controls and limitations contained herein, any Owner of any other Lot in the subdivision, the Village of Frankfort, Illinois, the Declarant, its successors or assigns, or the Developer, its successors or assigns, shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, and recover such reasonable attorney fees, expenses and damages based on such violation or attempted violation;

4. INDEMNIFICATION BY OWNERS

Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of or relating to, the activities of said Owner, Owner's agents, employees, contractors, sub-contractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim;

5. SUBORDINATION TO MORTGAGEES

Any lien for unpaid charges and 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 such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for charges and assessments authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed;

6. SEVERABILITY

In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration unfounded or void, said findings shall not affect the validity or invalidity of the remainder hereof;

7. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose;

8. VARIATION AND DEVIATIONS

Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in the Article II provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in the subdivision.

Except as provided in Article VI hereof, Declarant and grantees of all Lots further agree that no variation or departure from this Declaration shall be valid unless the same is approved, in writing, by the Village of Frankfort, whose approval shall not be unreasonably withheld, and

evidence of such variation shall be filed in the office of the Recorder of Deeds of Will County, Illinois.

9. EXCLUSION FROM APPLICATION

The terms of this Declaration shall not apply to areas in the Subdivision which are now or hereafter conveyed and/or dedicated to or condemned by a municipality and/or county, state and/or federal government for roadway and/or public purposes.

**ARTICLE II
GENERAL RESTRICTIONS**

1. SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY

All lots shall be used for single-family residential dwellings only. No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot in this subdivision, except the business of the sale of houses in the subdivision. No room or rooms in any residence, garage, or parts thereof may be rented or leased and no paying guest shall be quartered in any residence. Nothing contained in the paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

None of said Lots as originally platted shall be divided or re-subdivided, except for the purpose of combining portions thereof with adjoining Lots, provided that no additional building area beyond that which would be allowed under the originally recorded final plat of subdivision. The intent of this provision being to prohibit the construction of a residence substantially larger than the predominant character of the subdivision.

Any single ownership or single holding by any person or persons which composes the whole of one of said Lots (as originally platted and subdivided) and a part or parts of one or more adjoining Lots shall, by all purposes of this Declaration, be deemed to constitute a single Lot upon which only one single residential building may be erected, constructed or allowed to exist. However, nothing herein contained shall prevent the construction of one house on each Lot.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent a Lot Owner from erecting a single family residential building on any Lot or Lots in the subdivision and using and maintaining, such building as a, sales office, model home, business office, storage area, construction office, for the purpose of the development and sale of homes in said subdivision. Provided, however, that nothing herein shall preclude an Owner from:

- (a) maintaining a personal professional library on their Lot;
- (b) keeping personal or business records on their Lot;
- (c) handling their personal business or professional calls or correspondence therefrom.

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2. TWO AND A HALF (2-1/2) CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two and one half (2.5) standard size American made automobiles shall be constructed or erected, which garage must be attached to such residential buildings as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building. Garages larger than three (3) cars in width must be side loaded. Residences with three-car garages shall use side loading if at all possible. All front loaded three-car garages must have a break in the roofline by stepping one stall back a minimum of one (1') foot.

3. PERMITTED CONSTRUCTION MATERIALS

All residences constructed on any Lot of said subdivision shall be of brick, stone, masonry, or wood construction only. These materials shall be submitted to and approved by the ARC. No manufactured, prefabricated or modular homes shall be constructed on any Lot in said subdivision, and no plywood, including reverse board and batten, aluminum or vinyl siding, shall be used on any structure erected on any Lot in said subdivision.

Each one story home shall only be constructed of brick, stone, or masonry materials. All one and one-half, two, or multi-story structures shall have, at a minimum, the entire first floor level constructed of brick, stone or masonry material. In cases where sight grading creates a lookout or walkout basement, the exposed exterior walls of said lookout or walkout shall also be constructed of brick, stone, or masonry materials.

Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of concrete, brick pavers, or other equivalent thereof. Asphalt driveways are prohibited.

4. ROOF CONSTRUCTION AND MATERIALS

Flat roofs shall not be permitted. No built-up roofs shall be permitted. The minimum roof pitch shall be 9/12 for all sizes of residences. Roofs shall be constructed of heavyweight architectural asphalt shingles, wood, slate or similar materials. Metallic roofing materials are prohibited.

5. MINIMUM LIVING AREA

In addition to all other requirements set forth in this Declaration, the following shall be the minimum living area sizes for residences in the subdivision:

(a) A one-story residence shall contain at least twenty-six hundred (2600) square feet of living area, exclusive of garage, breezeway, basement and porches.

(b) A one and one-half story residence shall contain at least twenty-six hundred (2600) square feet of living area, not less than eighteen-hundred (1800) square feet of which shall be on the first floor, exclusive of garage, breezeway, basement and porches.

(c) A two-story residence shall contain at three thousand (3000) square feet of living area, not less than eighteen-hundred (1800) square feet of which shall be on the first floor, exclusive of garage, breezeway, basement and porches.

6. EXTERIOR COLOR PLAN

The ARC shall have final approval rights of all exterior color plans. Each Owner must submit a color plan (including samples) showing the color of the roof, exterior walls, shutters, trim, etc. to the ARC. The ARC shall consider the extent to which the color plan is consistent and in harmony with the homes in the surrounding areas and the extent to which the color plan conforms to the natural color scheme of and for the subdivision.

7. FOUNDATION, EXCAVATION AND SITE GRADING

The owner of any Lot in the Development on which any excavation or site grading activity is planned shall be solely responsible for ensuring that such excavation and/or grading activity takes place according to the Master Grading Plan submitted by the Developer to and approved by the Village of Frankfort; no building shall be constructed unless the top of the foundation, basement, and crawl space or base walls are in accordance therewith. Neither the Declarant nor the Developer can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. Individual Lot owners shall be fully responsible for adherence to the master grading plan and shall at all times develop and landscape their property in a fashion so as not to impede the uninterrupted flow of water to and from surrounding properties. It is strongly recommended that, prior to commencement of construction on any Lot, the owner of said Lot accord due caution and regard to the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of the foundation of said dwelling unit in connection with and as the siting of said structures may affect the grading of said Lot.

8. BURIED UTILITY LINES

All public utility, cable television and radio wires, pipes, mains, tiles, conduits, cables, lines and other appurtenances constructed, laid or installed in the subdivision must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the subdivision.

9. CLEAN AND ORDERLY CONSTRUCTION SITE

All purchasers of a Lot or Lots in subdivision are required to maintain a clean and orderly construction site. Upon commencement of the construction of any structure on any Lot the following standards must be met:

- (a) A minimum depth of five inches (5") of crushed stone must be spread in that area from the concrete curb to the front of the garage. Said stoned area must be a minimum of 12 feet wide. This crushed stone must be in place prior to the start of any carpentry work.
- (b) The Lot area must be kept free of miscellaneous debris. All construction debris is to be placed in Lot owner's on-site dumpster.
- (c) All curbs must be shoveled and broom clean immediately upon excavation and backfill and maintained as such during construction.
- (d) All B-boxes are to be clearly marked with A painted blue 2 x 4 and properly adjusted upon completion of construction.

10. COMMENCEMENT AND COMPLETION OF CONSTRUCTION, SIDEWALKS AND LANDSCAPING

The work of constructing, altering or remodeling any structure on any Lot shall be performed diligently from its commencement and until the completion thereof. The complete exterior structure or shell, not including finished exterior wall materials (e.g. brick, stone or other approved material), must be completely erected and constructed within ninety (90) calendar days after the commencement date of construction of any such structure. Every structure in the subdivision, including roof and exterior walls, shall be completed within six (6) months after the commencement date of construction of such structure. The effect of this provision shall be to require that, on the exterior and from the view of the neighboring Lots, each such residence appear completed within said six (6) months. Reasonable extensions of the time periods expressed above in this paragraph nine (9) shall be allowed in the event that delays are caused by acts of God and/or labor strikes.

The Owner of each Lot shall install sidewalks in front of each residence in conjunction with completion and occupancy of the residences; provided, in the event that installation sidewalks is delayed due to inclement weather, occupancy of a residence may be taken and the sidewalks shall be installed as soon as weather permits. All sidewalks, regardless of construction schedules, shall be constructed within one (1) year issuance of eighty (80%) percent of occupancy permits for all Lots in the subdivision.

No site landscaping shall commence until a complete landscape plan is submitted to and approved by the Village in writing. The effect of this provision shall not limit the right of the Developer to install parkway trees in conformance with the parkway tree master plan, as approved by the Village, as required by Article II.12.

11. SIDEWALKS AND RESPONSIBILITY FOR REPAIR

All Owners shall be responsible for damage to any sidewalks, common elements and subdivision improvements caused by their agents or invitees. In the event the Village, after one (1) year from the date of the Village's acceptance of the subdivision's public improvements, not including roads, requires the replacement and or repair of curbs or sidewalks in front of a Lot, the Lot owner of the subject Lot shall, at his/her own expense, repair or replace such sidewalk in accordance with the requirements of the Village. Lot owner is responsible for preventing such damage from occurring by adequately protecting the curb and sidewalk during construction of his/her/their/its home.

12. LANDSCAPING, SOD AND PARKWAY TREES

The Owner shall provide landscaping for their Lot and shall comply with all Village Ordinances and policies regarding tree planting. No artificial trees or vegetation shall be permitted on any Lot or common area in the subdivision. Trees, shrubbery and other vegetation shall not be situated so as to obstruct the field of vision at vehicular intersections. Front and side yards must be landscaped and grassed with sod. Rear yards may be seeded. All landscaping and grass shall be maintained in a neat and sightly fashion. Dead vegetation shall be replaced within 30 days of discoloration, weather permitting.

The Owner of each Lot shall plant parkway trees every 35 feet, in accordance with the parkway tree master plan approved by the Village. Parkway trees shall be installed during the year in which the exterior construction of the residence, as expressed in Article II.10, is completed.

The parkway tree master plan shall identify the location, species and quantity of trees each Lot is required to provide. Unless otherwise specified by the approved parkway tree master plan, in no event shall a Lot provide less than two (2) overstory trees from a list of Village approved "street trees" planted in the parkway, and no less than five (5) overstory trees from a list of Village approved "street trees" planted in the parkway on corner Lots.

In the event that the approved parkway tree master plan conflicts with utilities, traffic control devices, and/or driveways, or a specific species becomes impractical to plant due to disease epidemics or parasitic infestation which may constitute a hazard to life and property, each home site shall provide street trees at a location, species, and quantity equivalent thereto the overall intent and design of the approved parkway tree master plan, as approved by the Village.

13. CURBSIDE MAILBOXES

In the event curbside mailboxes are required for delivery of the U.S. Mail in the subdivision, the Owner of each Lot upon which a residence shall be constructed shall install, erect or place on such Lot or within any other Lot or any right-of-way in the subdivision only such a mailbox or receptacle as the ARC shall approve or specify. Under no circumstances shall non-decorative,

rural curbside mailboxes (sometimes referred as U.S. 1, 1½ or 2 etc.) be installed anywhere in the subdivision. The street number shall be affixed to the mailbox.

In those cul-de-sacs where there are landscape islands, the mailboxes for cul-de-sac Lots may be clustered in the island as may be determined by the Village and the ARC. In all mailbox areas landscaping shall be located no closer than five (5) feet from the edge of the curb.

14. SIGNS

No Owner of a Lot may indicate that the Lot and/or residence thereon is for sale or for rent by posting a sign on the property. No other signs, banners or other manner of advertisement shall be permitted in the Subdivision without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign which the Developer may erect identifying or advertising the Subdivision. This provision shall not prohibit a homebuilder from advertising a model home or sales office in the Subdivision.

15. LOT CLEAN UP AND WEED CUTTING

At all times, each Lot shall be kept in a clean and sightly condition prior to, during and after construction. No burning of refuse shall be permitted outside the dwelling and no trash, litter, junk, boxes, containers, bottles or cans will be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. Garbage shall be contained in refuse receptacles and protected from public view and refuse receptacles shall not be placed curbside for pickup more than twelve (12) hours prior to pickup and must be returned to their protected location within twelve (12) hours of pickup.

The Owner of each Lot shall be responsible for the cutting or removal of weeds each year on such Lot so as to conform to the requirements, ordinances and regulations of the Village of Frankfort. No plants or seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious odors or insects shall be introduced, maintained, or permitted to exist upon any part of a Lot.

16. JUNK, MACHINERY, AND MATERIALS

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage of junk or for wrecking yards.

17. NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPER, TRAILERS ETC.

No temporary house, pet enclosure, batting cage, shed, trailer, tent, stand, recreational appurtenance, shack, mobile home, or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time. Said structures shall not be used at any time on any Lot as a residence.

No trucks, truck mounted campers, campers, commercial vehicles, recreational vehicles, trailers, house trailers, snowmobiles, aircraft, buses, boats, boat trailers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked or stored on any dedicated or private street in the subdivision or on any part of the Lots in the subdivision unless the same is housed or garaged completely in a structure which complies with this Declaration and which received architectural approval by the ARC; provided, however, that commercial vehicles may be so parked when the same are engaged in delivery or service to any residence located in the subdivision. No repairs to motor vehicles or other machinery shall take place except inside a garage.

18. TANKS AND OUTSIDE AIR CONDITIONING UNITS

No elevated tanks of any kind shall be erected, placed or permitted to exist in the subdivision. All air conditioning units or other refrigeration, cooling or heating apparatus, which are placed outside of the residence in the subdivision, shall be located only on the side or rear yards of the Lot.

19. FENCES, SHEDS, POOLS AND EXTERIOR ANTENNAE

No fences shall be constructed on any Lot in the subdivision except as herein provided:

- (a) Fences are not permitted except where such fence is required by Village of Frankfort Ordinance (i.e. swimming pools, etc.). In such case the ARC shall only permit the enclosure of an area of sufficient size to incorporate the intended use;
- (b) A fence shall not be constructed without the prior written approval of the Architectural Review Committee. Said written approval must be submitted to the Village of Frankfort with the application for a fence permit;
- (c) All fences shall be of a uniform style, height, color and construction material as established by the ARC. The ARC shall establish a design standard of wrought iron or substantially similar style of like quality;
- (d) A fence permit must be obtained from the Village prior to construction and/or installation of any fence in the subdivision;
- (e) No fence shall be located closer to the street than the rear of the residence. In the case of corner Lots, no fence shall be located closer to the street than the rear of the residence and the side of the residence closest to the street;
- (f) Chain link fences are prohibited;

- (g) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering, neglect, or otherwise.

No above ground pools, pool sheds, or exterior antennae shall be constructed on any Lot in the subdivision except as herein provided:

Outside television and radio antennas, satellite dishes greater than 18 inches in diameter, or other apparatus used to receive or transmit communication signals are prohibited. Said antennas, dishes, and other apparatus shall be mounted and sufficiently screened so as to not be visible from any adjacent public right of way.

20. NUISANCES AND PETS

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

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) bona fide household pets shall be permitted, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the subdivision. Any pets that cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same. Outdoor pet enclosures are prohibited.

21. OUTDOOR FURNITURE, PLAY FACILITIES AND CLOTHES DRYING

Outdoor furniture and play facilities shall be maintained in a "like-new" condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighbors. The outdoor drying of clothes and storage of furniture or toys is prohibited.

22. OUTDOOR LIGHTING AND ILLUMINATION

Should a Lot owner desire to install outside lighting of and/or on his/her/their/its Lot, such lighting shall not be installed at a location or be of a watt intensity that will cause a nuisance to neighbors or passersby. Said lighting shall be in full compliance with zoning code for the Village of Frankfort.

- 23. BASKETBALL BACKBOARDS.** Fixed basketball backboards and posts shall be prohibited. Moveable basketball posts with see-through backboards shall be permitted, provided no basketball playing shall be permitted in the streets or parkways.

- 24. DAMAGE TO DWELLING.** In the event any Dwelling is destroyed either wholly or partially by fire or any other casualty, said Dwelling shall be promptly rebuilt, repaired or remodeled.

Article III
ARCHITECTURAL REVIEW COMMITTEE (ARC)

An Architectural Review Committee (ARC) is hereby established for the purposes of keeping and maintaining the subdivision as desirable, attractive, uniform and suitable in architectural design and use to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, to provide for the highest level and quality of improvements thereto, and to preserve the beauty, quality, and value of the development.

1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL

No improvement or structure of any kind, including without limitation, any building, fence, wall, mailbox, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighting recreational area, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specification and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee (ARC). All plans and specifications shall be evaluated as to the harmony of external design and location in relation to surrounding structures and topography. No application for a building permit shall be filed with the Village and no foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.

2. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee shall consist of one or more members appointed by the Developer. In the event the Developer shall relinquish its authority to appoint the members of the ARC, or shall fail to appoint one or more members of the ARC, or upon the expiration of five (5) years from the original recording date of this Declaration, whichever comes first, the members of the ARC shall be appointed by a majority of the Owners of the lots in the subdivision at a meeting called for such purpose.

The members of the ARC, their designees, successors, or assigns, shall not be personally or corporately liable to any Owner or to any others for any acts or omissions made in good faith in carrying out their responsibilities under the authority of this Declaration.

3. POWERS AND DUTIES OF THE ARC

The ARC shall have the following powers and duties:

To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvements or structure of any kind, including, without limitation, any building, fence, wall, mailbox, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play

structure, lighting, recreational area, or other improvement, for the construction or placement of which is proposed upon any Lot in the subdivision. The ARC may review and pre-approve plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electrical yard light and other structures upon the Lot. The ARC shall encourage the use of natural siding materials, such as brick, stone and wood. The use of aluminum, vinyl, plywood, pressboard, reverse board and batten, or other similar materials as siding is prohibited.

The ARC shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it aforesaid if, in the sole opinion of the ARC:

- (a) Such construction plans are not in accordance with all of the provisions of this Declaration; or
- (b) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures of the character of the Development; or
- (c) If such construction plans as submitted are incomplete; or if the ARC deems the construction plans or any part hereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners, thereof, or the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or
- (d) If the ARC shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof of the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development; or
- (e) If the elevation, roof lines and color scheme are too monotonous when considered in the context of other existing homes within five lots of the proposed dwelling.

4. NOTIFICATION OF APPROVAL

The ARC shall approve or disapprove the submitted materials as soon as practicable, but the Architectural Review Committee's written approval or disapproval shall in any event be given within 30 days after all the necessary materials have been delivered to the ARC. If the Architectural Review Committee does not approve, or disapprove, or require a modification within the aforesaid 30-day period, then, at the expiration of said period, the materials and/or plans submitted to the ARC shall be deemed to have been denied, unless the 30-day review period is extended through mutual agreement.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, not for any structural or other defects in any work done according to such construction plans. The ARC may require the deposit of a reasonable fee (up to \$200) from the Lot Owner prior to review and approval of the plans or specifications.

**ARTICLE IV
ESTABLISHMENT OF THE
STONE CREEK
HOMEOWNERS' ASSOCIATION**

1. CREATION AND PURPOSE

There shall be formed an Illinois Not-for-Profit Corporation to be known as Stone Creek Homeowners' Association, hereinafter referred to as "the Association," the purpose of which shall be to insure high standards of maintenance and operation of all the Common Areas in the Subdivision. The Association shall be vested with fee simple ownership of said Common Areas and access rights to landscape easements. The Association shall have the right and obligation to own and maintain said Common Areas, and to access and maintain said landscape easements for the exclusive benefit and enjoyment of the Members of the Association in full compliance with the Ordinances of the Village of Frankfort and to be esthetically pleasing to the Owners of Lots in the subdivision.

2. POWERS AND DUTIES OF THE ASSOCIATION

- (i) The Association shall have the following powers and duties, in addition to those provided elsewhere in this Declaration or the Association's bylaws:
 - (a) to elect directors, to appoint officers, to hire employees or agents and to enter into contracts as the Association deems necessary from time to time. The powers of the Association shall be vested in its board of directors, which at all times shall be comprised of not less than three (3) directors. The directors shall have all powers of the Association not specifically reserved to the members of the Association, which are permitted by the Laws of the State of Illinois;
 - (b) to adopt reasonable bylaws, rules and regulations necessary and proper to carry out the Association's powers and duties;
 - (c) to take title to, own, hold, and continuously insure such real estate as may be reasonably necessary to carry out the purposes of the Association, including but not limited to the Common Areas, and to pay any applicable taxes on real estate owned by the Association as may be assessed from time to time;

- (d) to enforce any provision, term, condition, restriction and/or covenant contained in this Declaration and/or amendments thereto;
- (e) to administer the architectural review process and appointments set forth in Article III of this Declaration;
- (f) to maintain the lawn and landscaping, and/or other improvements to the Common Areas or landscape easements or rights of way next to the Outlots depicted on the Plat of Subdivision in accordance with the Village's requirements and in a well-groomed manner. The Association is hereby granted a permanent easement to enter and maintain the aforesaid landscape easement. Maintenance shall include replacement of dead or damaged vegetation (as originally designated on approved landscape plans) after the original warranty period;
- (g) to levy and collect the Association's assessments and, to this extent, to lien any and all Lots when necessary to enforce collection of assessments. Developer shall not be liable for payment of any Association dues in connection with any Lots that Developer owns or in which Developer has an interest. Should Developer own a Lot or Lots and build its personal residence thereon, then Developer shall be liable for Association dues in conjunction with Developer's ownership of such Lot(s);
- (h) to take all action necessary to submit Stone Creek Phase Two to the terms of this Declaration, as amended from time to time;
- (i) To employ a manager or other persons (including attorneys and accountants) and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than thirty (30) days after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;
- (j) To establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;
- (k) To maintain all drainage areas and facilities located on the Owner's Lot in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fail to do so, and to assess against the Lot and the Owner(s) the cost of said maintenance.
- (l) To mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Subdivision and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Subdivision neat in appearance and in good order in the event that the Owner(s) fail to do so and to assess against the Lot and the Owner(s) the cost of said maintenance. The foregoing rights shall not apply to any Lot or other portion of the Subdivision owned by Declarant or its assigns.

(m) To reimburse the Developer from the Contingency and Replacement Reserve Fund for sums contributed by the Developer to the Village Maintenance Reserve Fund as provided in Article V hereof.

(ii) The powers of the Association shall be exercised by the Developer and/or a board of directors, as provided herein.

3. **THE BOARD OF DIRECTORS AND TURNOVER OF CONTROL OF THE ASSOCIATION**

The first board of directors shall consist solely of three (3) persons who are designated from time to time by Developer, and such persons may, but need not, be Lot Owners. Developer's right to designate directors hereunder shall terminate on the first to occur of (i) thirty (30) days following such time as Developer no longer has legal, equitable or beneficial interest in or has control over title to any part of the Subdivision or Stone Creek Subdivision, Phase Two; (ii) the giving of written notice by Developer to each member of the Association of Developer's election to terminate such rights; or (iii) ten (10) years from the original date of recording of this Declaration.

The date on which the Developer's rights under this Article IV.3 terminate shall be referred to as the "Turnover Date." Prior to the Turnover Date, all of the voting rights shall be vested exclusively in the Developer. Prior to the Turnover Date, the Lot Owners, except the Developer, shall have no voting rights. From and after the Turnover Date, the constitution and election of the board of directors shall be dictated by the bylaws of the Association. From and after the Turnover Date, the board of directors shall consist of at least three (3) persons, all of whom must be Lot Owners (should this provision conflict with any provision contained in the Association's bylaws, this provision shall govern). From and after the Turnover date, any action may be taken by the voting members at any meeting at which a quorum is present, upon an affirmative vote of a majority of the voting members present at such meeting.

4. **MEMBERSHIP & VOTING RIGHTS**

The Association shall have only one class of voting membership. Subject to paragraph IV (3) hereof, every Lot Owner shall become and be a member of the Association and such members shall be entitled to one (1) vote on each matter submitted for a vote of the members; provided, that where title to a Lot is in more than one (1) person, such co-owners, for purposes of voting, shall be considered one (1) Lot Owner and shall be entitled to only one (1) vote. The trustee of a title-holding land trust shall be entitled to one (1) vote for each Lot for which it holds title.

5. **METHOD OF PROVIDING GENERAL FUNDS**

(a) Assessment obligation. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special

assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made (commencing on the date the annual or special assessment is levied and lasting until the assessment is satisfied or waived by the Board).

- (b) Expenses and reserves. The assessment levied by the Association shall be used to meet the expense of improvement and maintenance of the Common Area (including watering), the rights of way adjacent to the Outlots depicted on the Plat of Subdivision and such other Association expenses which shall include, without limitation, the expense of all insurance, professional and managements fees, repair, replacement, maintenance and other charges required or permitted by this Declaration and the expense of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.
- (c) Interim assessment established. Until the Board establishes its budget and Estimated Cash Requirement (hereinafter defined), the assessment shall be \$200.00 per Lot payable on January 1, 2006 and on the 1st of each January thereafter. Anything to the contrary notwithstanding, the Developer shall collect from the closing with an Initial Purchaser of any Lot the sum of \$200 as a flat, unprorated assessment for 2005 which amount may be deposited into general Association funds and said sum shall be non-refundable.
- (d) Assessment procedure. Commencing on November 1st of the first year in which the Board takes office, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, contractors, landscape maintenance, materials, taxes, insurance, professional or management 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 or 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 the Owners. 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 after the Board takes office, 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 within five (5) days of written request of an Owner furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on his Lot have been paid. Such certificate shall be conclusive evidence of payment or non-payment of any assessment thereon.

- (e) Failure to establish assessments. 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 of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation 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 (or \$300 in the event no Estimated Cash Requirement has been established), subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.
- (f) Reserve. (i) The Board may build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures, for reimbursement to the Developer for funds contributed to the Maintenance Reserve Fund set forth in Article V hereof and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Said Contingency and Replacement Reserve is in addition to the Maintenance Reserve Fund set forth in Article V. Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. After the Turnover Date, any expenditure from the Contingency and Replacement Reserve having a cost in excess of Five Thousand Dollars (\$5,000.00) shall require the prior approval of two-thirds (2/3) of the voting Members of the Association present at a Special or Regular Meeting thereof.
- (ii) To the extent that the Developer has contributed its own funds to the Village's Maintenance Reserve Fund set forth in Article V, the Board shall, upon the request of the Developer, reimburse the Developer from the Contingency and Replacement Reserve the sums so contributed.
- (iii) If the Contingency and Replacement Reserve proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessments 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 (10) days after the delivery or mailing of any such notice of assessment.
- (iv) The Board or the Developer shall collect at each closing with an Initial Purchaser of any Lot and again at the closing on a Lot first occurring after the Lot is improved with a single family home the sum of \$300.00 which shall be deposited into the Contingency and Replacement Reserve and said sum shall be non-refundable. The Developer shall timely transfer all funds in the Contingency and Replacement Reserve account to the Association and the Association shall hold and apply such funds for the purposes set forth in this Section.
- (g) Funds. 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 Developer or the Board may

select. Until and Association deposit account is established, the Developer may deposit and hold Association funds in a segregated account.

- (h) Delinquencies. 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 of the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, and/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 (including reasonable attorney's fees) as above provided, shall be and become a lien or charge against the Lot of any such Owner when due; and, such lien 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 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.
- (i) Certificates of Nonpayment. The Association may, at its discretion, record certificates of nonpayment of assessments in the office of the Recorder of Deeds of Will County, Illinois whenever any such assessments are delinquent and the Association shall be entitled to collect from the Lot Owner or Lot Owners of the lots described therein, the costs of such recording, including reasonable attorneys' fees, which are hereby declared to be a lien upon the applicable Lot so described in said certificate. Such costs shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

6. INSURANCE

The Board shall also have the authority, at the Board's discretion, to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of Persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each Member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The premiums for such insurance shall be payable out of the proceeds of the assessments required by and collected in accordance with this Article IV. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

7. INDEMNITY

Except for willful or fraudulent acts, the Board, officers of the Association and their respective employees and agents 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 as provided in Article IV hereof.

ARTICLE V MAINTENANCE RESERVE FUND

1. ESTABLISHMENT AND TERMS

As a security for the maintenance of these common areas the DEVELOPER shall make a one time non-refundable, non-transferable deposit contribution of forty-five thousand (\$45,000) dollars in an interest-bearing "maintenance reserve fund" to be established at a banking institution with offices in the Village of Frankfort within 30 days of recording of the Final Plat for Phase II. The purpose of the fund is to provide additional assurance to the VILLAGE that the common areas, detention pond and cul-de-sac islands will be maintained in the manner in which they were designed. The homeowner's association shall also be required to collect membership dues on a regular basis for purposes of providing such maintenance. However, if maintenance obligations exceed the funds made available by the homeowner's association, the homeowner's association may apply to the VILLAGE for release of a portion of the fund, and the VILLAGE may, at its discretion, allow for such a release. Said bank shall agree to be bound by the terms of this section of these covenants by noting the same, including the recorder's document number, in the account records. In addition to all rights set forth herein, the Village of Frankfort shall be entitled to be fully and immediately reimbursed for any and all costs incurred under any of the terms of these covenants including but not limited to those set forth herein, by presenting the following to the banking institution:

- A.) A letter setting forth the nature of the default of the Association, which includes an itemized list of the costs to be reimbursed.
- B.) A statement that a demand for payment has been made upon the Association, and the Association has not paid the amount due.

Upon presentation of the foregoing, the banking institution shall treat this notice in the same fashion as a draw on a Letter of Credit (and this matter shall be governed by the

rules applicable to a Letter of Credit) and shall promptly make payment to the VILLAGE in accordance herewith. At no time shall the monies held in the maintenance reserve fund exceed the sum of fifty-five thousand (\$55,000) Dollars. In the event the fund reaches this sum the excess shall be turned over to the Homeowners Association as set forth in this section. The fund shall remain in effect for the term of this agreement twenty (20) years, after which the funds plus interest will be released to the Homeowner's Association upon their request for purposes of common area maintenance.

In the event the funds held in the maintenance reserve fund are insufficient to reimburse the VILLAGE for any and all of its costs associated with its required maintenance, each lot owner shall be liable and responsible for the shortfall, prorated according to the number of Lots in the Subdivision. The VILLAGE shall have the right to place a lien on any or all of the residential lots in the subdivision and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute, provided such lien shall be subordinate to the lien of a mortgagee.

The DEVELOPER, or upon establishment of the Homeowners Association, the Homeowner's Association, shall provide an accounting of the Maintenance Fund on an annual basis by November 30 of each year for the life of the annexation agreement. Such accounting shall identify the fund balance, including interest and any withdrawals from the account.

2. ACCOUNT BALANCE LIMITATIONS

At no time shall the monies held in the Maintenance Reserve Fund exceed the sum of a dollar amount calculated by the following formula:

$1.2 \times (\text{Total number of Lots} \times \$300)$, but in no case greater than \$20,000.

In the event the fund reaches this sum, the excess shall be turned over to the Homeowner's Association.

3. INSUFFICIENT FUNDS

In the event the funds held in the Maintenance Reserve Fund are insufficient to reimburse the Village for any and all of its costs associated with its required maintenance, each Lot owner shall be liable and responsible for the shortfall. The Village shall have the right to place a lien on any or all of the Lots in the subdivision, and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute; provided, such lien shall be subordinate to the lien of any mortgagees.

4. ANNUAL REPORT

The Maintenance Association shall provide to the Village of Frankfort an annual report on the status of the Maintenance Reserve Fund.

ARTICLE VI AMENDMENTS, REVOCATION, AND RIGHTS OF THE VILLAGE

1. AMENDMENT AND REVOCATION PROCEDURE

At any time, and from time to time, while these restrictions are in effect, they may be amended or revoked by the recording (in the office of the Recorder of Will County, Illinois) of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then Owners of not less than two-thirds (2/3) of the Lots in said Subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any Lot or Lots in the Subdivision or any portion of Stone Creek Subdivision, Phase Two, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Lots must also be signed by Developer or such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of amendment or revocation has been signed by the then Owners of not less than two-thirds (2/3) of such Lots shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Lots. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted Lots shall be deemed a unit and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners.

Any and all amendments to and/or revocations of this Declaration must be submitted to the Village for approval, which approval shall not be unreasonably withheld. No amendment and /or revocations will be valid and effective unless and until the Village approved the same in writing, provided that Village approval shall not be required to amend provisions that relate to the structure or internal operations of the Homeowners Association.

2. VILLAGE OF FRANKFORT ENFORCEMENT AND LIEN RIGHTS

The Village shall have the right, but not the obligation, to enforce the terms of this Declaration, in its entirety, as if it were an Owner. To facilitate compliance with the terms of this Declaration, upon twenty-one (21) calendar days' notice by the Village to the noncompliant

party, the Village shall have the right, but not the obligation, to lien the property of the noncompliant party and enforce said lien to the full extent allowed by the law, including but not limited to foreclosure of the same.

In the event the Association or an Owner does not comply with the terms of these covenants, conditions and restrictions, or any of the obligations set forth herein, upon twenty-one (21) days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to enter upon one, some, or all Lots, as the case may be, and enforce or cause compliance with this Declaration, in its entirety, and/or any amendments or revocations as may be recorded from time to time. However, in the event that failure to comply with any provision of the Declaration constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this section.

The Village shall be reimbursed by the non-compliant party for any actual funds that the Village expends, or costs that the Village incurs in enforcing or causing compliance with the terms of this Declaration within thirty (30) days of mailing of a bill for such work. In the event the non-compliant party fails to pay such bill within the time required, the Village may place a lien, pro-rata, against the Developer, Association, or each non-complying Lot owner, as the case may be, which lien and right of recovery shall include but are not limited to the Village's reasonable attorney's fees, expenses and costs of investigation, settlement and litigation, and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same. Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. These rights apply to the Village of Frankfort's enforcement of the Declaration in its entirety.

3. GRANTS OF EASEMENTS TO THE VILLAGE OF FRANKFORT

The Village is hereby granted an easement along, in, over and on the Common Areas for the purposes of accessing the same and, in the event the Association is not fulfilling any or all of its duties pursuant to this Declaration, maintaining, replacing and repairing the structures, lawn and/or landscaping within the Common Areas. With exception to emergency situations, the Village shall not use this easement until the Village has provided the Association with twenty-one (21) calendar days' notice to address the subject matter of the notice. This easement shall be perpetual and shall run with the Common Areas.

ARTICLE VII

DEFAULT PROVISIONS

Each Owner and occupant of a Dwelling is bound by and shall comply with the terms of this Declaration and with any and all amendments hereto. A failure by an Owner or occupant of a Dwelling to comply with this Declaration or any amendment hereto shall constitute a default ("Default"). If a Default occurs, the Developer, or its successors or assigns, and the Board shall have the right to recover damages at law, to procure injunctive relief, or to avail itself of any

other rights or remedies permitted by law or in equity from and against either the Owner of a Lot or occupant thereof, or both. In any proceeding commenced by the Developer, its successors or assigns, or the Board based upon or arising out of an alleged Default, it shall be entitled to recover all expenses of the proceeding, including reasonable attorneys' fees and expenses.

Each Owner shall have the right to enforce all covenants, conditions, restrictions, easements and reservations created hereunder against any other Owner or occupant of a Lot, but not against Developer, and to exercise against any other Owner or occupant of a Lot, but not against Developer, all rights and powers created by this Declaration, except those granted specifically to the Developer.

ARTICLE VIII

RIGHTS AND EASEMENTS RESERVED TO DEVELOPER AND THE ASSOCIATION

1. DEVELOPER ACTIVITIES.

Declarant and the Developer, or its/their successors or assigns and on behalf of their agents, licensees, guests, invitees and contractors reserve the right:

- (a) to maintain models and sales offices for the purpose of soliciting and making sales of Lots and/or Dwellings in the Subdivision;
- (b) to utilize the streets in the Subdivision for parking and utilize the Maintenance Area for signage advertising sales in the Subdivision;
- (c) to have the access to and upon every Lot as may be reasonably necessary to complete the site development and installation of public improvements as required by the Village; and
- (d) to maintain signage, banners and parking facilities in the Subdivision, so long as same is in compliance with Village ordinances.

and none of the foregoing shall be prohibited as a violation of this Declaration or abated hereunder as a nuisance or otherwise.

An easement for the installation and maintenance of a landscape buffer area and/or fence and/or Subdivision or Developer Signage over the Common Area is reserved to the Declarant, the Developer, the Board and their respective successors, assigns and licensees with said reservation the full and free right and authority to cross over perimeter portions of the affected Lots as may be reasonably necessary in order to plant and maintain such trees, shrubs, bushes and such other vegetation within said landscape buffer area or install and maintain a fence or signage.

The Declarant, Developer, Board and any of their respective agents, employees, licensees and contractors (and no others, except the Owner of the Lot upon which the Common Area is included) shall have the right to enter upon the Common Area for the purposes provided herein, and such entry shall not be considered a trespass.

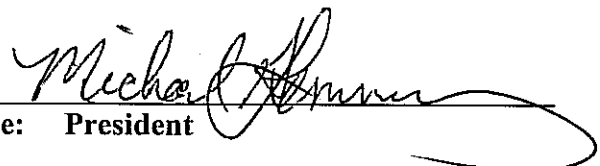
ARTICLE IX
MISCELLANEOUS

- (a) Non-liability of Declarant and Developer. Declarant and Developer shall not be personally or corporately liable to any the Owner or to any others for any decision reasonably made pertaining to architectural control matters, for any mistake in judgment for its enforcement or failure to enforce the terms of this Declaration, or for other acts or omissions made pursuant to this Declaration in good faith.
- (b) Indemnification by Owners. Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of, or relating to, the activities of said Owner, Owner's agents, employees, contractors, sub-contractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim.
- (c) All Notices, except Notices of Default, given pursuant to this Declaration or in connection therewith, shall be in writing and shall be delivered either in person or by ordinary mail. Delivery of Notices to the Owner shall be made to such address as is furnished by the Owner or absent the Owner furnishing its address, to the address listed on the county assessors tax records for the particular Lot shall be sufficient. Unless and until a different address is furnished by the Developer to the sender of any notice, notices to Developer shall be sent to its registered agent or filed with the Illinois Secretary of State. Notices of Default under the terms of this Declaration shall be delivered in person or by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing.

- (d) Waivers. Except as otherwise provided herein, no conditions, covenants, restrictions, reservations, easements, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.
- (e) Assignment. Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve the right to transfer, assign, mortgage or pledge any portion or all of either's respective privileges, rights, title and interest hereunder, or in the Subdivision, by means of recording an Assignment of such with the Office of the Recorder of Deeds of Will County, Illinois.

IN WITNESS WHEREOF, GANDER PARTNERS, LLC, as Developer, has caused its seal to be affixed hereunto and caused its name to be signed in these presents by a Member this 15 day of July, 2005.

GANDER PARTNERS, LLC

By: 
Title: President

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Michael Lemmons, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as his free and voluntary act.

GIVEN under my hand and notarial seal this 15th day of July, A.D., 2005.

[Handwritten Signature]

 NOTARY PUBLIC

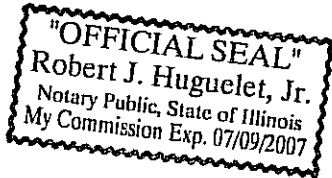


EXHIBIT A

Legal Description

LOTS 1 THROUGH 21, INCLUSIVE; LOTS 42 THROUGH 66, INCLUSIVE; LOTS 72 THROUGH 74, INCLUSIVE; LOTS 93 THROUGH 101, INCLUSIVE; LOTS 119 THROUGH 122, INCLUSIVE; LOTS 136 AND 137; AND LOTS 146 THROUGH 155, INCLUSIVE, AND OUTLOTS A, B C AND D IN STONE CREEK PHASE ONE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PINS: 09-35-100-004, 09-35-100-009-0010, 020, 09-35-300-007

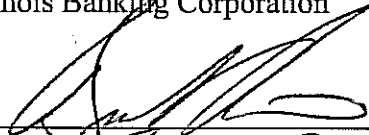
Commonly known as: Northwest corner of Pfeiffer Road and Steger Road, Frankfort, IL


CONSENT OF MORTGAGEE

HARRIS BANK PALATINE, N.A., an Illinois Banking Corporation, as mortgagee under the following described instruments: (a) construction mortgage dated October 20, 2004 and recorded November 12, 2004 as Document No. R2004-206230 and (b) mortgage recorded February 19, 2004 as Document No. R2004-028972 hereby **CONSENTS** to (a) the recording of the Final Plat of Subdivision for Stone Creek, Phase One recorded December 7, 2004 as Document R2004-219523; and (b) the execution of and recording of the attached Declaration of Covenants, Conditions, Restrictions and Easements for the Stone Creek Subdivision.

IN WITNESS WHEREOF, said HARRIS BANK PALATINE, N.A. has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf in Palatine, Illinois, on this 14 day of July, 2005.

HARRIS BANK PALATINE, N.A.,
an Illinois Banking Corporation

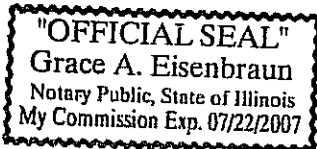
By: 
Name/Title: Bruce S. Pessin / E.V.P.

Attest: 

STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Bruce S. Pessin, and Thomas MacNiff-Kolb, respectively, of HARRIS BANK PALATINE, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such E.V.P. and V.P., appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 14th day of July, A.D., 2005.




NOTARY PUBLIC