



COVENANTS

NOW THEREFORE, Declarant declares that the Subject Property, as hereinafter defined, is and shall be held, transferred, sold, conveyed and occupies subject to the following covenants, restrictions, easements, charges and liens (hereinafter referred to as "Covenants").

ARTICLE I
DEFINITIONS

SECTION 1: The following words when used in this Declaration shall have the following meanings:

- (a) **ASSOCIATION:** The Gates Creek West Homeowners Association, an Illinois not for profit corporation created and incorporated by the Declarant, or such other name as may be selected by the Declarant.
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- (b) **BASEMENT:** A portion of a Dwelling Unit in which not less than one-half of its floor to clear ceiling height is below the average grade of the adjoining ground at the front elevation.
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- (c) **BUILDING:** Any roofed structure intended for shelter, housing, or enclosure of any person, animal or chattel.
- (d) **COUNTY:** The County of Kendall, a body politic of the State of Illinois.
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- (e) **DECLARANT:** WEST SUBURBAN BANK AND TRUST COMPANY under Trust #10957 created November 1, 1999 and its successor and assign Gates Creek West Home Owner's Association which is hereby authorized to enforce Covenants herein contained on behalf of current and all future owners of Lots within said subdivision.
- (f) **SINGLE FAMILY BUILDING:** Any building within the Subject Property consisting of a dwelling unit which is not joined by a Party Wall.
- (g) **DWELLING UNIT:** That portion of a duplex building or single family building situated on a Lot within the Subject Property and intended for the use and occupancy of a single family for which an occupancy permit has been issued.
- (h) **FINAL PLAT:** The final plat of subdivision for Gates Creek West Unit 1 was recorded September 27, 2002 with the Kendall County Recorder of Deeds as Document #02-22470; The final plat of subdivision for Gates Creek West Unit 2 was recorded September 27, 2002 with the Kendall County Recorder of Deeds as Document #02-22471; and The final plat of subdivision for Gates Creek West Unit 3 was recorded September 27, 2002 with the Kendall County

Recorder of Deeds as Document #02-22472.

(i) GUEST: A person or persons having access to and/or the use of a Lot pursuant to the invitation, consent or neglect of the owner of said Lot.

(j) LANDSCAPE ISLANDS: Those Landscape Islands located within the various public rights-of-ways as identified on the Final Plat, which are reserved for plantings, but not paved.

(k) LIVING SPACE: The total interior square footage of a Dwelling Unit measured on a horizontal plane for each story, calculated by using the outside dimensions of such dwelling unit, exclusive of porches, garages, uninhabitable storage areas and basements.

(l) LOT: A subdivided lot located within the Subject Property as established pursuant to the Final Plat.

~~(m) LOT OWNERSHIP: Fee simple ownership of a Lot.~~

(n) OCCUPANT: A Person or Persons, other than Owner, in possession of a dwelling unit.

~~(o) OWNER: A Person or Persons whose estates or Interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any lot ownership, where title is held by the Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provision of any mortgage, mean or refer to a mortgagee or any other persons having interest in any lot ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by a deed in lieu of foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.~~

(p) PERSON: A natural person, corporation, partnership, trustee or other legal entity capable of holding legal title to the real estate.

(q) STORY: That portion of a building other than a basement included between a floor and the top surface of the next floor or roof above, except a space used exclusively for the housing of mechanical services of the building shall be construed only for maintenance and such services. Except as provided for herein, a mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is twenty four (24) feet or more.

(r) STRUCTURE: Anything constructed or erected on a Lot, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground.

- (s) SUBJECT PROPERTY: The real estate described in Article II, being the Gates Creek West Subdivision.
- (t) UNIT EXTERIOR: That portion of a Dwelling Unit consisting of the surfaces of the exterior walls, roofs and components, including without limitation shutters, window trim, siding, brickwork, gutters, facia, doors, roofing and other elements thereof.
- (u) VILLAGE: The Village of Oswego, Illinois, a municipal corporation.
- (v) VOTING MEMBERS: The Owner or person designated in writing to vote on behalf of a Lot Ownership pursuant to Section 5 of Article III of this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Village of Oswego, County of Kendall, State of Illinois and is legally described in Exhibit "A" and Exhibit "B", attached hereto.

ARTICLE III
CREATION OF ASSOCIATION, ADMINISTRATION,
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Association. Within five (5) years following the Declarant's recordation of this Declaration, the powers and the authorities of the Declarant as set forth throughout this Declaration, except as otherwise expressly reserved unto Declarant hereunder or pursuant to the instrument of assignment pertaining thereto, shall be vested in an association having the name "GATES CREEK WEST HOMEOWNERS ASSOCIATION, an Illinois Not for Profit Corporation" or such other name chosen by the Declarant and acceptable to the Illinois Secretary of State, being an Illinois not for profit corporation formed by Declarant for such purpose. Declarant shall have the right, at Declarant's sole discretion, to establish the Association and assign all or any of Declarant's rights and/or duties hereunder to the Association at any time following the recordation of this Declaration. Until such time as the Association is created and turned over to the Owners, all of the rights, powers and duties of the Association as set forth herein shall remain vested in and may be exercised by the Declarant.

SECTION 2. Association Membership. Each owner, with respect to each Lot Ownership held by him, shall be a member of the Association as long as he is the Owner of a Lot. An Owner's membership shall automatically terminate when he ceases to be an owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the

Association. Such succession of interest shall not, however, relieve the former Owner of his obligation for any assessments which were levied or became due while he was Lot Owner under this Declaration.

SECTION 3. Association Responsibilities The Association, acting through its membership or its Board of Managers, as the case may be, shall have the responsibility of (a) enforcing and administering the terms of this Declaration, (b) establishing and collecting assessments and arranging for the management and the maintenance of the common property and/or landscape areas to the extent that such maintenance is not otherwise undertaken by the Village or other governmental authority.

SECTION 4. By-Laws. The Association may adopt such By-Laws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association and may be changed from time to time as the Association deems advisable. ~~The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners in accordance with the provisions of this Declaration.~~

SECTION 5. Voting Rights.

(a) There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Association ("voting member"). The voting member may be the Owner or may be a person designated in writing by such owner to act as Proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person. The voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes may be cast on behalf of any Lot Ownership.

★ (b) During any period in which a Lot Owner shall be in default in the Payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

SECTION 6. Meetings.

(a) Location/Quorum. Meetings of the voting members shall be held at the Subject Property, or at such other reasonable location in the Village of Oswego, County of Kendall, Illinois, as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least thirty percent (30%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken

at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners. Withdrawal of a voting member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon not less than seven (7) days written notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members during the first quarter of each calendar year at such reasonable time and date as may be designated not less than thirty (30) days prior to the date fixed for such meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the voting members, or for any such purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the voting members having ~~one-third (1/3) of the total votes and delivered not less than four (4) calendar days prior to the~~ date of the meeting, or such longer period as may be specifically required by this Declaration. The notices shall specify the date, time and place of the meetings and the matters to be considered.

(d) Notices of Meetings. Notices of meetings required to be given herein shall be delivered either personally or by mail to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the tax assessee of record for such lot, if no other address has been given to the Board.

SECTION 7. Board of Managers.

(a) At the initial meeting of the voting members, a Board of Managers consisting of five (5) Lot Owners then existing, shall be elected by a majority of the voting members. The three individuals receiving the largest number of votes shall serve a term of two (2) years and until his successor is elected and qualified. The two individuals receiving the next largest number of votes shall serve a term of one (1) year and until his successor is elected and qualified. At each annual meeting thereafter, all board members whose term has expired or for which a vacancy exists shall be elected for terms of two (2) years. Board members shall serve the Association without compensation. For purposes of incorporating the Association, Declarant may select an initial Board of Managers consisting of persons who may or may not be lot owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Managers at said meeting.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association and a Secretary-Treasurer who shall keep the minutes and records of the Board and Association and perform all the usual functions of a Secretary and Treasurer.

(c) Vacancies in the Board of Managers caused by any reason shall be filled by a vote of the voting members (for the unexpired terms of said Board member's term) at a special meeting called for that purpose.

(d) At any meeting of the voting members duly called, any one or more of the voting members of the Board of Managers may be removed with or without cause by a two-thirds (2/3) majority of the voting members and a successor may then and there be elected to fill the vacancy (for the unexpired term) thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(e) Until the first Board of Managers is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.

(f) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. ~~The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.~~

SECTION-8. Powers and Duties of the Board of Managers. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts or things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including without limitation the following:

(a) To provide for the management, improvement, maintenance, repair and rehabilitation of the landscape areas (including but not limited to the entranceway and landscape islands), including without limitation, such maintenance and improvements from time to time required in order to maintain compliance with the applicable codes and regulations of the Village and other applicable governmental authorities; To maintain all open space and any other lawful purpose.

(b) To enforce the terms of this Declaration and to enact such additional rules and regulations as art necessary for the use and enjoyment of the landscape areas, entranceway and landscape islands.

(c) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any annual or special assessment against his Lot, and to collect the same, all in accordance with this Declaration.

(d) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association and the Board against such risks as the Board may in its discretion deem appropriate, provided however, that in no event shall comprehensive general liability insurance coverage be in an amount of not less than One Million Dollars (\$1,000,000.00) for each person and each occurrence.

(e) To pay all other costs and expenses in connection with the performance of the functions set forth herein.

(f) To execute such grants of easement, not inconsistent with the easements specified in Article V hereof, as may be necessary to any utility company or provider servicing the Subject Property.

~~(g) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select.~~

(h) To authorize any officer or officers, agent or agents of the Association to enter into contracts and to execute and deliver instruments in the name of and on behalf of the Association.

(i) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the board or his agent or attorney, for any proper purpose, at reasonable times.

(j) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration, which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages in the Lots.

(k) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Lot Owners by the By-Laws or this Declaration.

SECTION 9. Indemnity of Board of Directors. The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners for any mistake of judgment or any sets or emissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such member or officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad

faith or contrary to the provisions of this Declaration.

SECTION 10. Board's Determination Binding. In the event of any dispute or disagreement between the Lot Owners relating to the landscape areas, entranceway or landscape islands, or any question of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all or such Lot Owners.

ARTICLE IV ASSESSMENTS

SECTION 1. Lien and Personal Obligation of Assessments. The Declarant, for each Lot improved with an occupiable Dwelling Unit owned by it, hereby covenants to pay to the Association, subject to the conditions and limitations expressed in Section 4 of this Article IV, and each Lot Owner other than the Declarant, by acceptance of the deed to his Lot Ownership ~~improved with a Dwelling Unit, shall be deemed to covenant and agree to pay to the Association,~~ annual assessments or charges (which the Board may elect to bill on a monthly or semi-annual basis to the Lot Owners), and special assessments as hereinafter may be authorized, fixed, established and collected ~~from time to time as hereinafter provided.~~ All such annual and special assessments, together with interest, if any, and costs of collection thereof, including attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment becomes due. ~~Until such time as the Association is created and the first Board of Directors elected by the Lot Owners is installed, all assessments shall be paid to Declarant to be used for the purposes as set forth in this Declaration.~~

SECTION 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the Lot Owners use of and benefits from the landscape area, entranceway and landscape islands, and carrying out the responsibilities of the Association, including but not limited to the payments of liability insurance, management and other costs and expenses incident to the care, maintenance, repair and replacement of the landscape areas, entranceway and landscape islands.

SECTION 3. Amount of Annual Assessment. Until the first annual meeting or the Association the amount of the annual assessment shall be determined by the Declarant. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may

be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots improved with Dwelling Units, on an equal basis. In the event that the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, the amount of the Annual Assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members.

SECTION 4. Special Assessments for Extraordinary Items: In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot Improved with a Dwelling Unit for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the landscape areas, entranceway or landscape islands, provided that such special assessment shall have the assent of fifty one percent (51%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Quorum for any Action Required Under Sections 3 and 4. The quorum required for any action authorized by Section 3 and 4 of this Article IV, together with such other actions duly noticed to be considered at such meeting shall be as follows: At the first meeting of voting members called pursuant to Sections 3 and 4 of this Article IV, the presence in person or by written proxy of voting members entitled to cast fifty-one percent (51%) of all votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at such meeting, subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, until a quorum of three quarters (3/4) of the required quorum at the first such meeting is met.

SECTION 6. Date of Assessment. The Declarant, until the first annual meeting of voting members, and thereafter, the Board shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7. Initial Assessment Reserve. Each purchaser of a Lot agrees that at the time

of the initial closing, said Purchaser shall be charged an assessment of three months average Costs of the estimated initial maintenance as a reserve against future expenses of the operation of the Homeowners Association.

SECTION 8. Effect of Nonpayment of Assessment; Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns until paid. The personal obligation of the then owner to pay such assessment, however shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied.

If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at an interest rate of one and one-half percent (1-1/2%) per month or the maximum rate allowable by law, whichever is less, and the Association may bring an action against the Owner personally obligated to pay the same and to foreclose the lien against the property or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event that a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of this action in favor of the prevailing party.

SECTION 9. Subordination of the Lien to Certain Encumbrances. Notwithstanding anything contained herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed in the nature of a mortgage now or hereinafter placed against the Subject Property or any lot therein; provided, however, that such subordination shall apply only to the assessments and liens which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments or charges becoming due nor from the lien of any such subsequent assessment or charge.

ARTICLE V EASEMENTS

SECTION 1. Public Utility, Drainage and Storm Water Retention Easements. Pursuant to the Final Plat, the Declarant has granted certain easements for public utilities and drainage to the Village and other named common carriers and franchisees of the Village. Said easements and the locations thereof are identified on the Final Plat. Pursuant to said easements, the Village and other parties benefited thereby shall have the perpetual right, privilege and authority to use the easement premises in the manner set forth on the Final Plat and each individual Owner of a Lot within the Subject Property shall maintain the easement premises located on his lot and shall

keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat. No alteration, modification of berm swales, detention areas or appurtenances shall be made without the consent of the Village of Oswego Public Works Director and Zoning Officer.

SECTION 2. Easement to Run with the Land. All easements on or with respect to any Lot or Dwelling Unit within the subject property as established by the Final Plat or this Declaration are easement appurtenant to and running with the land perpetually in full force and effect, and at all time shall inure to the benefit of and be binding on the parties identified in such easement and any Owner, occupant, purchaser, mortgagee and other persons having an interests in any Lot upon which such easement is located, and it or his heirs, grantees, successors and assigns.

SECTION 3. Open Space Areas. The Final Plats of said subdivision shall bear a legend on all open space that the same are impressed with an easement for open space and conservation use only. Those areas shall be maintained by the Gates Creek West Homeowners Association, and the open space areas to maximize viewscapes and use by the residents of said subdivision. In the event the Homeowners Association fails to maintain said areas the Special Tax Service area contemplated to be formed for said subdivision shall include jurisdiction for maintenance and assessment for costs for maintenance and improvements of those areas.

ARTICLE VI MAINTENANCE COVENANTS

SECTION 1. Landscape and Entranceway Maintenance. The landscape material located upon the landscape areas and the landscape islands and the entranceway shall be cared for, maintained and replaced (collectively "Maintenance") by the Association, at the Association's expense, as from time to time may be required to keep the same in a good, orderly neat and healthy condition. The Association shall have the authority, unless otherwise proved for in this Declaration to solicit the cooperation of the Lot Owners adjacent to all or any of the landscape areas and/or islands to provide for the mowing and water of said areas. For those Lot Owners participating in such cooperative efforts, the Association shall establish a reimbursement program to reimburse the Lot Owners for the reasonable expenses for gasoline and water incurred by them, as well as for such Lot Owners time in carrying out such activity. In the event that the Association is unable to provide for cooperative Lot Owner maintenance of any landscape area for island, the Association shall retain a professional landscape service to perform such obligations.

SECTION 2. Lot Landscaping. The maintenance of the landscape materials located upon a Lot shall be carried out by the Owner of such Lot at such Owner's expense. An Owner shall have the right, from time to time, to add to, adjust and rearrange the landscaping material located upon such Owner's lot. All landscaping and yard materials located upon a Lot shall be maintained in a good, orderly, neat and healthy condition, free from disease and pest infestation.

In the event of the failure of an Owner to carry out the maintenance of the landscaping material upon his Lot in reasonable compliance with the requirements of this Section and upon such Owner's failure to bring said maintenance in compliance within five (5) days following written notice thereof from the Association, the Association shall have the authority to enter upon such Lot and cause such maintenance to be performed in a reasonable manner, and all costs incurred by the Association as a result thereof, plus the additional amount of fifteen percent (15%) of such costs shall be paid by the Owner of such Lot to the Association within three (3) days following the Association's written request therefore, and the amount so owing, plus (i) interest thereon at the rate of twelve percent (12%) per annum from the date of demand until payment in full and (ii) all reasonable attorney fees and costs incurred by the Association in collection such amount due, shall constitute an additional assessment against such Lot and a lien thereon, enforceable in the manner of other assessment liens as provided in this Declaration.

SECTION 3. Right of Entry. For the purpose of carrying out the rights and responsibilities of the Association under this Article VI, the Declarant or Association, as the case may be, through its duly authorized agents or contractors, shall have the right to enter upon any Lot at any reasonable hour, provided that no entry shall be made to the interior of any portion of any dwelling unit without prior notice to and consent of the owner thereof.

SECTION 4. Special Tax Service Area. The Declarant or his representative shall have an affirmative duty to prepare on behalf of the Village of Oswego, both Ordinances and Public Notices necessary for the creation of a Special Tax Service Area, as allowed under Illinois Compiled Statutes for the purpose of providing a back-up method of providing for the financing of Homeowner Association responsibilities to provide maintenance and repairs. Said package of documents shall be submitted with the final plat of subdivision and hearings thereon shall be scheduled by the Village Administrator.

ARTICLE VII USE RESTRICTIONS

SECTION 1. Antenna and Solar Heating Systems. No solar heating a stem, dish type antenna or tracking device utilized to receive or intercept satellite transmissions, or any form of antenna, shall be located or used on any Lot within the Subject Property unless fully enclosed within the Dwelling Unit on the Lot. No television or radio tower, antenna or dish, except mounted on a roof, and not exceeding 48" in diameter, for transmitting or receiving signals shall be located or utilized on any Lot.

SECTION 2. Recreational, Commercial and Inoperable Vehicles. No inoperable, commercial or recreational vehicles of any type, including, without limitation boats, trailers, campers, motor homes, airplanes and other such vehicles and equipment shall be parked or stored, temporarily or permanently, on any lot which is not fully enclosed. In addition no inoperable, commercial or recreational vehicles shall be parked overnight on any street contained

within the subdivision.

SECTION 3. Swimming Pools. No above ground swimming pools. In-ground pools even with landscaping grade may be installed.

SECTION 4. Unit Exteriors. All materials and colors utilized on the Single-Family Units shall be reviewed and approved subject to said Article VIII.

All Single-Family Units within said Subdivision shall be constructed with two-car or more garages.

Minimum Square Footage of Buildings shall be as follows:

(a) Single Family Units shall contain at least the following square footages:

RANCH - 1,600 square feet, excluding basement and two car garage

TWO STORY - 1,800 square feet, excluding basement and two car garage

(b) All Single Family Units shall be constructed with two-car, or more, garage.

(c) All Single Family Units within said subdivision, all fronts shall have the equivalent of one story of brick or other masonry material on the front of each unit.

(d) All single family Ranch homes shall have roofs which maintain a minimum rise of 8" for each 12" of horizontal run. (i.e. An 8/12" roof pitch)

SECTION 5. Sodding and Seeding of Yards. The front yard shall be sodded and the side and rear yards shall be seeded on each Lot during the first growing season following the issuance of the occupancy permit for the Dwelling Unit on such Lot.

SECTION 6. Lot Grading. Following the issuance of any occupancy certificate by the Village for a Lot, such Lot shall be graded, and such grades shall be maintained in substantial compliance with the master grading plan affecting such Lot, as approved by the Village.

SECTION 7. Model Homes. No structure or other facility located upon the Subject Property shall be occupied or utilized for the purpose of a model home and/or sales or construction office without the prior written approval of the Declarant and Village of Oswego Zoning Officer, and then only in accordance with the limitations and restrictions of said approval. Such approval shall be in the sole and absolute discretion of Declarant. Nothing contained in this Declaration shall be construed to prohibit or limit the use of a structure for a model home and/or sales and construction office if otherwise approved by Declarant.

SECTION 8. Accessory Structures. Any accessory structure, outbuilding, storage shed,

gazebo, child's playhouse or dock constructed shall be constructed of materials pursuant to Section 4 of this Article VII. Each such accessory structure, outbuilding, storage shed, gazebo, child's playhouse shall contain one floor only constructed at or near ground level and shall not exceed one hundred fifty (150) square feet (and in the case of a child's playhouse one hundred (100) square feet) of gross floor area.

SECTION 9. Compliance with Applicable Law. No structure, building or construction of any kind shall be erected, placed or permitted on the Subject Property or any part of it except in full compliance with then applicable laws, ordinances, codes and regulations of any governmental entity having jurisdiction thereof and pursuant to prior written permission of the Declarant or Association as the case may be, in accordance with the provisions of Article VIII of this Declaration.

SECTION 10. Fences. Fences may not be built except in accordance with the applicable law or ordinances if the Village of Oswego, and pursuant to Article VIII hereof. In no event shall fencing of any type be permitted on a Lot between the front elevation of the Dwelling Unit and the edge of the adjacent street right-of-way on which the Dwelling Unit fronts. No fencing of over four feet in height and only if cedar material is used.

All dog runs, dog kennels and/or similar structures shall be limited to eight feet by four feet in size and must be adjacent to the Unit. At no times may dog runs, dog kennels and/or similar structures be permitted in the perimeter.

SECTION 11. Signs. No signs, entry monuments or subdivision identification pylons of any kind or for any use or purpose whatsoever shall be erected, posted, painted or displayed upon any Dwelling Units or yard areas pertaining to such Dwelling Units except for those signs, entry monuments or subdivision identification pylons, mailboxes or address plates constructed or approved by Declarant or the Association as the case may be, pursuant to Article VIII of this Declaration. This restriction shall not be construed to prohibit or restrict the rights of an Owner to display or have displayed on his property, insofar as permitted by applicable law or ordinance, a sign of customary and reasonable dimensions, advertising and promoting the sale of a Dwelling Unit, nor shall it limit signage utilized as a part of the identification and marketing of model homes located within the subject Property as approved by Declarant.

SECTION 12. Real Estate Taxes. Each owner shall be responsible for all real estate taxes and special assessments levied with respect to his Lot Ownership.

SECTION 13. Restriction Applicable. Where the terms and conditions of this Declaration differ or conflict with applicable laws and ordinances, the term, condition, law or ordinance which is most restrictive and which best serves the objective of creating a residential community and which preserves the Subject Property's natural attributes shall apply.

SECTION 14. Owner Responsibility. Each owner shall be responsible for enforcing compliance with this Declaration and the By-Laws of the Association by each occupant of said

owners dwelling unit and shall be responsible for the failure of any such occupant to so comply.

SECTION 15. Animals. No animals shall be bred or kept on the subject property except that dogs, cats or other ordinary or common household pets may be kept provided that they are not kept, bred or groomed for commercial purposes, and are in all respects housed and cared for in compliance with applicable laws. Any and all dog run or similar area shall be maintained directly adjacent to the Unit in accordance with Section 10 Fences.

SECTION 16. Rubbish. The burning of trash or rubbish on the Subject Property shall be prohibited. The burning of leaves shall be subject to applicable law or ordinances.

SECTION 17. Casualty Insurance. Unless otherwise provided by the Declarant or Association, as the case may be, each Owner shall at all times maintain with a reputable insurance carrier licensed to do business in Illinois replacement value hazard insurance, all risk coverage, for his Dwelling Unit. A copy of the policy of Insurance shall be deposited with the Declarant or Association, as the case may be, by each Owner. In the event of any damage or destruction to a Dwelling Unit due to casualty of any form, the Owner shall promptly and diligently cause such Unit to be repaired or replaced with materials, colors, workmanship and design the same as existed prior to such casualty. In the event an Owner falls to maintain such insurance, or maintains such insurance in an amount deemed to be inadequate by the Declarant or Association, the Declarant or Association, as the case may be, may elect to procure or increase the same in an amount it deems appropriate, and all costs incurred by the Declarant or Association as the result thereof plus fifteen percent (15%) for overhead and handling of the Declarant or Association shall be paid by the Owner to the Declarant or Association. Non-payment by the Owner of such amount shall give rise to a lien against the Owner's lot in favor of the Declarant or Association, as the case may be, subject to the same enforcement and interest provisions contained in Article IV of this Declaration.

SECTION 19. Exterior Lighting. No exterior lighting other than wall mounted residential lights shall be utilized on any Duplex Lot without the Owner of said Lot having first obtained approval pursuant to Article VIII of this Declaration.

SECTION 20. Streets and Street Lighting. All streets and street lighting (if applicable) constructed within a public right-of-way shall be owned and maintained by the Village, at the Village's expense.

ARTICLE VIII ARCHITECTURAL CONTROLS

SECTION 1. Plan Approval. It is understood and agreed that the purpose of architectural

controls for the Subject Property is to secure an attractive, harmonious residential development having continuing appeal. No construction on the Subject Property of house, accessory building, fence, wall, or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration thereto be made (except interior alterations) until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, proposed location on the Lot, approximate cost of such building or other structure, and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by Declarant. Declarant shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of Declarant for aesthetic or other reasons and in so passing upon such construction plans and specifications, grading plan or landscape plan, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effects of the building or other structure on the compatibility with adjacent or neighboring properties.

~~All such plans, specifications, and other materials pertinent to any proposed construction shall be submitted to the office of Gates Creek or his nominee at Gates Creek or such other address as may from time to time serve as the principal place of business for said corporation, as agent for the Declarant (hereinafter referred to as "Agent") for approval or disapproval. A report in writing, setting forth the decision of Declarant by Agent and the reasons therefore shall thereafter be transmitted to the applicant by Agent within sixty (60) days after the date of filing the plans, specifications, and other material by the applicant. Agent, following the submission of the aforesaid, will aid and assist the respective residents or their agents and will attempt to reasonably cooperate with the reasonable objectives of the Lot Owner. Lot Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) Declarant through agent fails to approve or disapprove within sixty (60) days after submission, the final plans, specifications or other material as required by this Declaration; or (b) no suit to enjoin construction has been filed by the Declarant, Agent, the Association or other Lot Owner, within sixty (60) days after commencement of construction in violation of this Article VIII, the requirement of Declarant's approval under this Article VIII for the structure or improvement submitted for approval or then under construction, and for such structure or improvement only, shall be deemed waived, provided however, that all other provisions of this Declaration shall be fully complied with.~~

SECTION 2. Assignment of Authority. The rights and authorities established by this Article VIII shall be personal to the Declarant, through its Agent, but may be assigned by Declarant to such other person(s) or entity, and thereafter from time to time assigned, as Declarant or its successors or assigns may deem appropriate. An assignment of the Declarant's rights and authorities pursuant to this Article VIII may only be accomplished by written instrument expressly referencing this Article VIII, duly executed by the assignor, accepted by the assignee and recorded with the Kendall County Recorder's Office. Declarant may at any time terminate the architectural controls established hereunder by written instrument recorded with the

Kendall County Recorder's Office, without the consent of any Lot Owner within the Subject Property. In the event that Declarant assigns its rights under this Article VIII to the Association, the Association Board shall establish an architectural review committee consisting of not less than three (3) lot owners (at least one of which shall also be a board member) to administer the provisions of this Article VIII. The term of service for each committee member selected by the Board and the procedures to be utilized by such committee in carrying on its duties, shall be established by the Board.

ARTICLE IX
DECLARANT'S RIGHTS RESERVED

SECTION 1. Easements. Notwithstanding any provisions herein to the contrary, the easements granted or referred to under Article V of this Declaration shall be subject to:

- a. ~~The right of the Declarant to execute all documents and do all other acts or things~~ affecting the Subject Property which, in the Declarant's opinion are desirable and appropriate in connection with the Declarant's rights hereunder, provided any such document or act or thing done does not unreasonably interfere with the property rights of any Owner
- b. Easements of record on the date hereof and any easements which may hereafter be granted by the Declarant to any public utility or governmental body for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes or any other utility services serving any Dwelling Unit or as otherwise specified in such easements.
- c. The vacation or relocation of easements by the Declarant pursuant to agreement with the Village to facilitate the service of utilities to all or any portion of the Subject Property or to eliminate a particular hardship which would otherwise be experienced by an Owner.

SECTION 2. Construction and Sales Facilities. Declarant shall have the right to construct, operate and maintain and to authorize others pursuant to the provisions of Section 7 of Article VII of this Declaration to construct, operate, and maintain construction and/or sales facilities in model homes and other permanent or temporary structures approved by Declarant located within the Subject Property throughout the period of construction and sales of Lots and Dwelling Units located within the Subject Property or any portion thereof.

SECTION 3. Exceptions. Except for the rights granted to the Village, Declarant, for itself only, reserves the right to enter into written agreements without the consent of any Owner to deviate from any or all of the provisions set forth herein in the event that there are practical difficulties or particular hardships evidenced by any Owner of any Lot in the subject property. Any deviation so approved shall not constitute a waiver of the right of Declarant or any Owner to

enforce against any other Lot within the Subject Property, the provisions deviated from, nor shall the Declarant have the obligation to extend or grant such deviation to any other Lot within the Subject Property.

SECTION 4. General Authority. Declarant shall have the right to execute all documents and undertake any actions affecting the Subject Property, and any portions thereof, which in Declarant's sole and absolute discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

SECTION 5. Assignment of Declarant's Rights. Declarant, its successors or assigns, shall have the right to transfer and assign all or any of its rights, privileges, easements, powers and duties herein retained or reserved by Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment and specifically referencing this Declaration and the provisions assigned, which shall be effective when recorded in the office of the Recorder of Deeds of Kendall County, Illinois and Declarant, its successors and assigns shall thereupon be relieved and discharged from every duty so vested in the transferee. All rights reserved or granted hereunder to the Association shall be deemed reserved and granted to the Declarant until such time Declarant assigns such rights to the Association following Declarant's establishment of the Association.

ARTICLE X GENERAL PROVISIONS

SECTION 1. Duration. The covenant and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owner of any land subject to this Declaration or portions thereof, and the Village and their respective legal representatives, heirs, grantees, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument declarant this provision as hereinafter provided shall be recorded.

SECTION 2. Amendment. This instrument and its effects shall not at any time hereafter be modified, amended or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all Lot Ownerships to which such provision applies, or such other percentage of Lot Ownerships as expressly otherwise provided in this Declaration. No mended purporting to affect any right of the Village provided herein shall be effective unless such mended is duly approved and executed by the Village. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the Recorder of Deeds, Kendall County, Illinois.

SECTION 3. Severability. If any provision of this Declaration or any section, sentence, clause, phrase, or word hereof, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and of the application of any provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

SECTION 4. Headings. The headings, subheadings and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

SECTION 5. Rights and Obligations. Each grantee of Declarant by the acceptance of a deed conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed and shall be taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in sold land, and except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant unless otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kendall County Recorder's Office.

SECTION 8. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate it's purpose of creating a uniform plan for development.

SECTION 9. Remedies for Breach of Covenants, Restrictions and Regulations.

a. Default. To the event of any default of any Owner under the Provisions of this Declaration or any amendments hereof, Declarant, the Association, other owners and the Village shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceedings for enforcement of any lien or for damages or for injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for such other relief. All expenses of the Declarant, the Association, such other owners or the Village in connection with such actions or proceedings, including court costs and attorney fees and other fees and expenses shall be charged to and assessed against such defaulting owner.

b. No Waiver of Rights. The failure to enforce any right, provision, covenants or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision, covenants or condition in the future, irrespective of the number of violations, defaults or breaches which may

occur.

c. Remedies Cumulative. All rights, remedies, and privileges granted to Declarant, the Association, Owners or the Village pursuant to any terms, provisions, covenants or conditions of this Declaration shall be considered to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude Declarant, the Association, Owners or the Village thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted to Declarant, the Association, Owners or the Village at law or equity.

SECTION 10. Limited Application. Nothing contained in the Declaration shall be construed to apply to any property other than the Subject Property.

SECTION 11. Conflict. In the event of a conflict between any provision in this Declaration and an express provision contained on the Final Plat, the provision of the Final Plat shall prevail.

SECTION 12. Recitals and Paragraph Headings. The recitals set forth at the beginning of the Declaration and the exhibits attached hereto are incorporated into and made part of the substance of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested to by its undersigned, duly authorized officers on the day and date first above written.

WEST SUBURBAN BANK AND TRUST COMPANY, under Trust Agreement #10957 created November 3, 1999

WEST SUBURBAN BANK	WEST SUBURBAN BANK
NOT PERSONALLY BUT AS	NOT PERSONALLY BUT AS
TRUSTEE U/T NO. 10957	TRUSTEE U/T NO. 10957
BY: <u>Christine Paulk</u>	BY: <u>Anna Conison</u>
By: TRUST OFFICER	By: TRUST OFFICER

Attest: THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

Prepared By and Return to:

Law Offices of Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500

State of Illinois)
)ss
County of Kendall)

CONSENT AGREEMENT

THIS AGREEMENT is made this 24 day of July, 2003 by WEST SUBURBAN BANK AND TRUST COMPANY under Trust #10957 created November 1, 1999 and (hereinafter referred to as "Developer") and McCue Builders, Dean Builders and R.A Faganel Builders (collectively referred to as "Builders").

WHEREAS, The final plat of subdivision for Gates Creek West Unit 1 was recorded September 27, 2002 with the Kendall County Recorder of Deeds as Document #02-22470; The final plat of subdivision for Gates Creek West Unit 2 was recorded September 27, 2002 with the Kendall County Recorder of Deeds as Document #02-22471; and The final plat of subdivision for Gates Creek West Unit 3 was recorded September 27, 2002 with the Kendall County Recorder of Deeds as Document #02-22472.

WHEREAS, Gate Creek West Subdivision is a residential subdivision consisting of 101 single family residential lots; and

WHEREAS, the Developer enacted the Declaration of Covenants, Restrictions and Easements for Gates Creek West Subdivision located in the Village of Oswego, County of Kendall, State of Illinois; and

WHEREAS, the Developer has transferred title to certain lots within Gates Creek West Subdivision to the Builders in accordance with the schedule attached hereto and incorporated herein by reference as Exhibit "C".

WHEREAS, the Developer and Builders desire that the above referenced Declaration of Covenants, Restrictions and Easements for Gates Creek West Subdivision shall be binding upon

all of the 101 single family residential lots comprising Gates Creek West Subdivision regardless of the title holder thereof;

NOW THEREFORE, the DEVELOPER and BUILDERS do hereby agree to the following:

1. The Builders and their successors and assigns hereby agree to be bound by the Declaration of Covenants, Restrictions and Easements for Gates Creek West Subdivision.
2. The Declaration of Covenants, Restrictions and Easements for Gates Creek West Subdivision shall be binding on any of the heirs, successors and assigns of the Builders and Developer or any other party that may take title to any property located with Gates Creek West Subdivision.

IN WITNESS WHEREOF the undersigned have executed this Agreement this 24th

day of July, 2003.

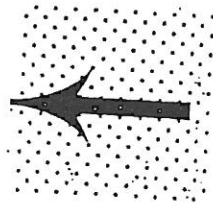
WEST SUBURBAN BANK AND TRUST COMPANY
under Trust #10957 created November 1, 1999:

Trustee

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
TRUSTEE UJT NO. 10957
BY Christina Paulik
TRUST OFFICER

R.A. Faganel Builders

By: Howard P. Levine Secretary



**SIGN
HERE**

McCue Builders

By:

William R. McCue

Dean Builders

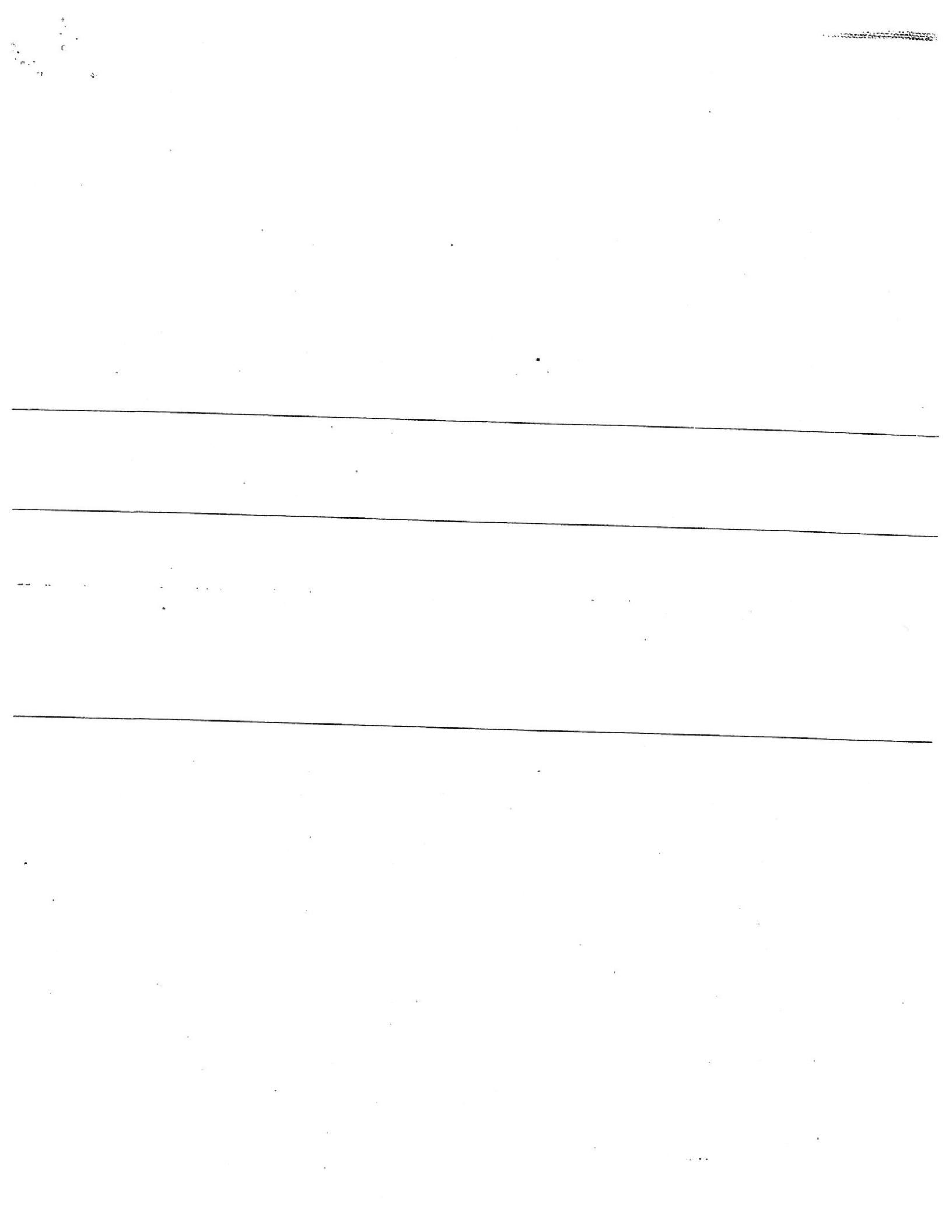
By:

Don D.

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

Prepared By:

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.950



GATES CREEK WEST SUBDIVISION

ALL PHASES

Lot		Lot		Lot	
1	R.A. FAGANEL	35	R.A. FAGANEL	69	McCue BUILDERS
2	DEAN BUILDERS	36	McCUE BUILDERS	70	R.A.FAGANEL
3	McCUE BUILDERS	37	R.A. FAGANEL	71	McCue BUILDERS
4	R.A. FAGANEL	38	DEAN BUILDERS	72	DEAN BUILDERS
5	R.A. FAGANEL	39	DEAN BUILDERS	73	R.A.FAGANEL
6	DEAN BUILDERS	40	R.A. FAGANEL	74	DEAN BUILDERS
7	DEAN BUILDERS	41	R.A. FAGANEL	75	McCue BUILDERS
8	McCUE BUILDERS	42	DEAN BUILDERS	76	DEAN BUILDERS
9	R.A. FAGANEL	43	McCUE BUILDERS	77	R.A.FAGANEL
10	R.A. FAGANEL	44	McCUE BUILDERS	78	R.A.FAGANEL
11	DEAN BUILDERS	45	R.A. FAGANEL	79	McCue BUILDERS
12	McCUE BUILDERS	46	DEAN BUILDERS	80	R.A.FAGANEL
13	R.A. FAGANEL	47	McCUE BUILDERS	81	R.A.FAGANEL
14	R.A. FAGANEL	48	DEAN BUILDERS	82	DEAN BUILDERS
15	DEAN BUILDERS	49	R.A. FAGANEL	83	DEAN BUILDERS
16	McCUE BUILDERS	50	R.A. FAGANEL	84	McCue BUILDERS
17	McCUE BUILDERS	51	DEAN BUILDERS	85	DEAN BUILDERS
18	DEAN BUILDERS	52	McCUE BUILDERS	86	McCue BUILDERS
19	McCUE BUILDERS	53	McCUE BUILDERS	87	R.A.FAGANEL
20	McCUE BUILDERS	54	McCUE BUILDERS	88	R.A.FAGANEL
21	McCUE BUILDERS	55	DEAN BUILDERS	89	DEAN BUILDERS
22	DEAN BUILDERS	56	R.A. FAGANEL	90	R.A.FAGANEL
23	R.A. FAGANEL	57	McCUE BUILDERS	91	DEAN BUILDERS
24	DEAN BUILDERS	58	McCUE BUILDERS	92	DEAN BUILDERS
25	McCUE BUILDERS	59	R.A. FAGANEL	93	DEAN BUILDERS
26	DEAN BUILDERS	60	McCUE BUILDERS	94	R.A.FAGANEL
27	DEAN BUILDERS	61	R.A. FAGANEL	95	McCue BUILDERS
28	R.A. FAGANEL	62	McCUE BUILDERS	96	McCue BUILDERS
29	DEAN BUILDERS	63	McCUE BUILDERS	97	McCue BUILDERS
30	R.A. FAGANEL	64	DEAN BUILDERS	98	R.A.FAGANEL
31	DEAN BUILDERS	65	DEAN BUILDERS	99	McCue BUILDERS
32	R.A. FAGANEL	66	McCUE BUILDERS	100	R.A.FAGANEL
33	R.A. FAGANEL	67	McCUE BUILDERS	101	McCue BUILDERS
34	DEAN BUILDERS	68	DEAN BUILDERS		

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

ADDENDUM TO CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS AFFECTING THE PROPERTY OF
GATES CREEK WEST SUBDIVISION

THIS AMENDED DECLARATION made this 24th day of July, 2003 by the Owners and Developers of GATES CREEK WEST SUBDIVISION shall alter and modify the existing Covenants in the following respects:

1. That the Owners and Developers consent to be bound by the Conditions, Covenants, Restrictions and Easements affecting the property of Gates Creek West Subdivision executed on 24TH day of July, 2003.

2. That the Owners and Developers consent that said legal description governed by the Covenants, Restrictions and Easements affecting the property of Gates Creek West Subdivision shall be amended to include Out Lot A and Out Lot B as well as any other common open space, detention or subdivision monument.

IN WITNESS WHEREOF the undersigned Owners of GATES CREEK WEST SUBDIVISION have executed this Amendment to Declaration of Conditions, Covenants and Restrictions and Easements of Record this 24TH day of July 2003.

3. This Amendment to Covenants hereby amends the original Covenants recorded as Executed on the 24TH day of July, 2003.

WEST SUBURBAN BANK AND TRUST COMPANY
under Trust #10957 created November 1, 1999:

Trustee ~~WEST SUBURBAN BANK~~
NOT PERSONALLY BUT AS
TRUSTEE U.T. NO. 10957
R.A. Faganel Builders BY Alma Corlison
By: Frank Levine TRUST OFFICER



McCue Builders

By:

William R. McCue

Dean Builders

By:

[Handwritten Signature]

Gary and Kim Morgan, Owners of Lot 47
Gates Creek West Subdivision

Prepared By:

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.950

This space reserved for Recorder's use only.

(RECORDING COVER PAGE)

BY-LAWS OF THE GATES CREEK WEST

HOMEOWNER'S ASSOCIATION

DATED: _____

This Instrument was Prepared By:

Michael R. Martin
Dunn, Martin, Miller & Heathcock, Ltd.
15 West Jefferson Street, Suite 300
Joliet, Illinois 60432

After Recording Mail To:

Michael R. Martin
Dunn, Martin, Miller & Heathcock, Ltd.
15 West Jefferson Street, Suite 300
Joliet, Illinois 60432



BY-LAWS

*BY-LAWS OF
THE GATES CREEK WEST HOMEOWNERS ASSOCIATION*

WHEREAS, the GATES CREEK WEST HOMEOWNERS ASSOCIATION (the “Association”), as defined in the Declaration of Covenants, Restrictions and Easements of Gates Creek West Subdivision recorded July 24, 2003 as Document No: 200300025613 with the Kendall County Recorder of Deeds (the “Declaration”) and within, was turned over to the Lot Owners by the Declarant; and

WHEREAS, the Association held its initial meeting of the Voting Members and elected a Board of Managers on April 26, 2008; and

WHEREAS, the Association is adopting the By-laws as necessary to fulfill its functions.

NOW THEREFORE, the Association, pursuant to Section 4 of Article III of the Declaration and Section 2 of Article X of the Declaration, hereby adopts these By-laws as if originally fully set forth as part of the Declaration.

**ARTICLE I
DEFINITIONS**

1.1 All words previously defined within the Declaration shall have the same meaning as defined within the Declaration unless otherwise stated within.

1.2 Articles of Incorporation: shall mean and refer to the Articles of Incorporation of the Gates Creek West Homeowners Association, an Illinois not-for-profit corporation, as amended from time to time.

1.3 Association: shall mean and refer to the Gates Creek West Homeowners Association, an Illinois not-for-profit corporation, which is also a “Common Interest Community” as defined in the Forcible Entry and Detainer Act, 735 ILCS 5/9-102(c)(1)

1.4 Board of Managers or Board: shall mean and refer to the Board of Managers of the Association, which is the governing body of the Association.

1.5 By-Laws of the Association or the By-Laws: shall mean and refer to these By-Laws of the Gates Creek West Homeowners Association, which govern the administration and operation of the Association, and which may be amended from time to time.

1.6 Common Area: shall mean and refer to all real and personal property now or hereafter owned and/or maintained by the Association for the common use and enjoyment of Owners as delineated on the Final Plat. The Common Area may include but not be limited to the following, if any; entry monument areas, detention/retention ponds, storm water management facilities, landscape islands as defined within the Declaration, and landscaped buffer areas, except to the extent any of the foregoing have been publicly dedicated to a municipality, county or the State of Illinois. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment of the Common Area property.

1.7 Common Expenses – shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association for the maintenance, repair and replacement of the Common Area, property taxes and insurance and all funds lawfully assessed for the creation or maintenance of reserves,

pursuant to the provisions of the By-laws and the Declaration, and all other reasonable and necessary expenses of the Association.

1.8 Declaration: shall mean and refer to the Declaration of Covenants, Restrictions and Easements of Gates Creek West Subdivision recorded July 24, 2003 as Document No: 200300025613 with the Kendall County Recorder of Deeds and all amendments thereof filed for record in the Office of the Recorder of Deeds of Kendall County, Illinois, a true and correct copy of which is attached as Exhibit #1 and incorporated throughout.

1.9 Lot Ownership or Lot Owner: shall mean and refer to the fee simple owner of a Lot within the Subject Property.

1.10 Mortgage: shall mean and refer to a security deed, deed of trust, mortgage, or other similar security instrument granting, creating, or conveying a lien upon, a security interest, or a security title to a Lot.

1.11 Property or Subject Property: shall mean and refer to those tracts of land described in Article II of the Declaration being the Gates Creek West Subdivision, with all improvements thereon, including the Common Area, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and known as the Gates Creek West Subdivision.

1.12 Voting Members: shall mean the Owner or person designated in writing to vote on behalf of a Lot Ownership pursuant to Section 5 of Article III of the Declaration and as defined with Article IV of the By-laws.

ARTICLE II **PURPOSES AND POWERS**

The Association shall be responsible for the general management and supervision of the Subject Property and the Common Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration and the By-laws. Further the Association shall have all powers now or hereafter granted by the General Not for Profit Corporation Act of the State of Illinois, 805 ILCS 105/101.01 et seq., and for a “common interest community” as defined in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq., and which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE III **OFFICES**

Registered Office. The Association shall have and continuously maintain in the State of Illinois a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Managers may determine from time to time.

**ARTICLE IV
MEMBERSHIP, VOTING
RIGHTS & MEETINGS OF THE ASSOCIATION**

4.01 Association Responsibilities. The Association, acting through its membership or its Board of Managers, as the case may be, shall have the responsibility including but not limited to the (a) enforcing and administrating the terms of the Declaration and the By-laws, (b) establishing and collecting assessments, and (c) maintaining the integrity and uniform design of the Gates Creek West Subdivision as single-family residential subdivision, which includes but is not limited to the future and past maintenance of the Common Area, the enforcement of all maintenance covenants, use restrictions, or architectural controls as stated within the Declaration or the enforcement of any other rules or regulations adopted by the Association or the Board of Managers.

4.02 Membership. Every Lot Owner, with respect to each Lot owned by him, shall be a member of the Association, including the Declarant. Membership is appurtenant to and shall not be separated from ownership of such Owner's Lot. Each such Lot Owner, by acceptance of a deed or other conveyance of a Lot, thereby becomes a Member, whether or not the Declaration or such Lot is made a part of, incorporated by reference in, or expressed in said deed or conveyance. An Owner's membership shall automatically terminate when he ceases to be an owner of a Lot. Such succession of interest shall not, however, relieve the former Lot Owner or the current Lot Owner of obligations for any assessments, late fees or fines which were levied or became due while the Lot Owner maintained ownership of a Lot.

4.03 Voting Rights.

(a) There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Association ("Voting Member"). The Voting Member may be the Lot Owner or may be a person designated in writing by such owner to act as Proxy on behalf of the Lot Owner. Such designation shall be made in writing by the Lot Owner to the Board and shall be revocable at any time by actual notice to the Board or the death or judicially declared incompetence of the Proxy or Lot Owner, or by written notice to the Board by the Lot Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Lot Owner and Voting Member for purpose of receiving notice. In any case where Lot Ownership is vested in more than one person, the vote of such Lot Owner shall be determined among those have interest in the Lot Ownership as they see fit, but no more than one (1) vote and no fractional votes may be cast on behalf of any Lot Ownership.

(b) During any period in which a Lot Owner shall be in default in the payment of any assessments, special assessments, fines, or late fees levied by the Association pursuant to the Declaration or the By-laws, the Board, at its sole discretion, may suspend the voting rights of such Lot Owner, and the Board or Association shall further have the right to suspend any or all services to such Lot Owner until such default is cured.

4.04 Applicability. The provisions of this Article IV hereof shall be mandatory. No Lot Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from Membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.05 Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of undivided Lot Owners at the time of any such vote, except those Lot Owners whose voting rights have been suspended pursuant to 4.03(b). Whenever a vote of the Members of the Association is required pursuant to the Declaration or pursuant to the Articles of Incorporation or By-Laws, or is otherwise required by law, such votes shall be cast only by the respective Voting Members entitled to cast a vote. Unless the Declaration or the Articles of Incorporation or By-Laws, or any law, shall specify a greater vote, all Association matters requiring action by Members or Lot Owners shall be decided by a majority of the votes cast by the Voting Members voting at a meeting at which a quorum (as defined in the By-Laws) is present.

4.06 Meetings.

(a) Location/Quorum. Meetings of the Voting Members shall be held at such a reasonable location in the Village of Oswego, County of Kendall, Illinois, as may be designated in any notice of a meeting. The presence in person of at least fifteen (15%) percent of all Voting Members whose voting rights have not been suspended shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. All meetings of the Voting Members shall be open to all Lot Owners. Withdrawal of a Voting Member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

(b) Annual Meeting. There shall be an annual meeting of the Voting Members during the first quarter of each calendar year at such reasonable time and date as may be designated not less than thirty (30) days prior to the date fixed for such meeting.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration and By-laws require the approval of all or some of the Voting Members, or for any such purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the Voting Members having one third (1/3) of the total votes and delivered not less than four (4) calendar days prior to the date of the meeting, or such longer period as may be specifically required by the Declaration or By-Laws. The notices shall specify the date, time and place of the meetings and the matters to be considered.

(d) Notice of Meetings. Notices of meetings required to be given herein shall be delivered either personally or by mail to the Voting Members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Lot Owner at the address of the tax assessee of record for such Lot, if no other address has been given to the Board.

ARTICLE V
BOARD OF MANAGERS

5.01 Board of Managers.

(a) The Association shall be governed by its Board of Managers ("Board") comprised of five (5) persons duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws of the Association.

(b) The Board shall administer the Association which includes but is not limited to the enforcement of the Powers of the Board as defined in Article VI herein. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the Declaration.

(c) Prior to the approval of these By-laws, the initial meeting of the Voting Members has occurred, and a Board consisting of five (5) Lot Owners has been established with the Board appointing a President and a Secretary-Treasurer. The three individuals who received the largest number of votes shall serve a term of two (2) years until a qualified successor is elected. The two individuals receiving the next largest number of votes shall serve a term of one (1) year until a qualified successor is elected. Thereafter, at each annual meeting thereafter, all board members whose term has expired or for which a vacancy exists shall be elected for terms of two (2) years including the President and Secretary/Treasurer.

(d) The President shall preside over both the Board meetings and the meetings of the Voting Members and shall be the chief executive officer of the Board and Association. The Secretary-Treasurer shall keep the minutes and records of the Board and Association and shall perform all the usual functions of a Secretary and Treasurer of an Association. There shall be no other Officers of the Association unless the Board sees fit to create additional officers.

(e) At any regular or special meeting duly called, any one or more members of the Board of Managers may be removed with or without cause by a vote of two-thirds (2/3) majority of the total undivided Lot Owners in the Gates Creek West Subdivision and a successor may then and there be elected to fill the vacancy (for the unexpired term) thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(f) No Lot Owner will be eligible for a position on the Board if his voting rights are suspended pursuant to section 4.03(b) of the By-laws.

5.02 Informal Action by Board of Managers. Unless specifically prohibited by the Declaration, Articles of Incorporation or the By-Laws, any action required by the Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the members of the Board shall have the same effect as a unanimous vote.

5.03 Board Liability. The Board, Members of the Board, officers of the Association, and the agents and employees of any (all of the above hereinafter referred to as the "Protected Parties), shall not be liable to the Lot Owners or any other person for any mistake of judgment or error 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 have been made fraudulently or with gross negligence or criminal intent. The Lot Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Lot Owner shall be entitled to a right of contribution from every other Lot Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Lot Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Lots in the subdivision owned by each respective Lot Owner bears to the total number of Lots in the subdivision at the time the loss, cost, damage or expense is incurred. The Board shall assess each Lot Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article 7 hereof. To the extent possible the obligation of the Lot Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

5.04 Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members, Lot Owners, Voting Members, or on behalf of the Declarant.

5.05 Governing Law. Except as otherwise provided in the Declaration or By-laws, the Association, the Board, officers and Members shall be governed by the Illinois General Not For Profit Corporation Act, 805 ILCS 105/101.01 et seq.

5.06 Board as Representative of Lot Owners. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Lot, on behalf of the Lot Owners as their interests may appear.

5.07 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-third (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of duties.

5.08 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 5.01(e) hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining Members of the Board or by the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

5.09 Meetings of the Board.

(a) Annual meetings of the Board shall be held without notice immediately after and at the same place as the annual meeting of Members. The annual meetings of the Board shall be open to any Lot Owner or voting member.

(b) The Board at its sole discretion and upon the call of the President or the majority of the Board may hold monthly meetings of the Board in which Voting Members will receive notice of the date, time and location not less than forty-eight (48) hours prior to such meeting. The monthly meetings of the Board shall be open to any Lot Owner or Voting Member. At the annual meeting, the Board may elect to hold the monthly meetings on a specified date, time and location for each calendar month. Notice of the monthly meetings will be deemed sufficient provided the Lot Owners receive notice of the specified date, time and location of the monthly meetings determined at the annual meeting and a separate notice to the Lot Owners will not be required for each monthly meeting.

(c) Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member of the Board and without notice to all Voting Members, delivered personally or by mail, telegram or email. Any Board member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Three of the Board Members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

(d) The Board shall have the right to hold executive sessions at any meeting whether annual, monthly or special in which at the Board's own discretion it may or may not allow Lot Owners and Voting Members to attend.

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

ARTICLE VI
POWERS OF THE BOARD

6.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or the By-Laws, the Board shall have the following general powers and duties necessary for the administration of the affairs of the Association and may do all acts or things as not by the Declaration or By-laws but directed to be exercised by the Lot Owners, including without limitation the following:

(a) To provide for the management, improvement, maintenance, repair, operation care, upkeep, replacement and rehabilitation of the Common Area including without limitation, such maintenance and improvements needed from time to time required in order to maintain and keep the Subject Property and all Common Areas in compliance with the applicable codes and regulations of the Village and other applicable governmental authorities and any other lawful purpose;

(b) To enforce the terms of the Declaration and the By-laws and to enact such additional rules and regulations as are necessary for the use and enjoyment of the Subject Property and Common Area;

(c) To enforce the terms of the Declaration and the By-laws and to enact such additional rules and regulations as are necessary to ensure the uniform development of the Subject Property as originally intended in the Declaration;

(d) To cause the annual budget to be prepared, and to notify each Lot Owner of the annual budget and any annual or special assessment against the Lots of the Subject Property;

(e) To levy annual or special assessments against the Lots of the Subject Property in accordance with the Declaration and By-laws and to collect the same;

(f) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts insuring the Lot Owners, the Association and the Board against such risks as the Board in its discretion deem appropriate, provided however, that in no event shall comprehensive general liability insurance coverage be in an amount of not less than One Million Dollars (\$1,000,000.00) for each person and each occurrence;

(g) To pay all other costs and expenses in connection with the performance of the functions set forth herein;

(h) To execute such grants of easement, not inconsistent with the easements specified in Article V of the Declaration, as may be necessary to any utility company or provider servicing the Subject Property;

(i) To authorize any officer or officers, agent or agents of the Association to enter into contracts and to execute and deliver instruments in the name of and on behalf of the Association;

(j) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the board or his agent or attorney, for any proper purpose, at reasonable times;

(k) To provide to the holder of a first Mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under the Declaration or By-laws, which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first Mortgages in the Lots;

(l) To elect the officers of the Association as hereinabove provided;

(m) Subject to Section 6.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Common Area and Subject Property;

(n) To formulate policies for the administration, management and operation of the Common Area;

(o) To adopt administrative rules and regulations governing the administration, management, operation and use of the Common Area and Subject Property, and to amend such rules and regulations from time to time;

(p) To provide for the maintenance, repair and replacement of the Common Area and payments therefore, and to approve payment vouchers or to delegate such approval to the officers of the manager or managing agent;

(q) To provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and Subject Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);

(r) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Lots which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided; and

(s) To adopt administrative rules and regulations and to formulate policies for the administration, management and operation of the Subject Property in order to promote the uniform design of the Subject Property and take administrative actions including but not limited to the use of fines to ensure all Lots within the Subject Property are following the uniform design guidelines, architectural controls and maintenance covenants of the Declaration and By-laws;

(t) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Lot Owners by the Articles of Incorporation, the Declaration or the By-Laws.

6.02 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund or reserves any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) having a total cost in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Voting Members holding fifty-one (51%) of the total votes.

6.03 Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special

assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

6.04 Rules and Regulations: Management

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Lot Owners, the Common Area and the Subject Property. Written notice of such rules and regulations shall be given to all Lot Owners, and the entire Subject Property shall at all times be maintained subject to such rules and regulations.

(b) Management. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 6.04(b) shall be paid from the assessments collected pursuant to Article VII hereof.

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

6.05 Liability of the Board of Directors. The Members of the Board and the officers of the Association shall not be personally liable to the Lot Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board Members. The Lot Owners shall indemnify and hold harmless each of the Members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Lot Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Lot Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the Members of the Board or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

7.01. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes, and all other Common Expenses. To the extent that the assessment and other cash income collected from the Lot Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board. The reserve for capital expenditures shall be held in a segregated account in the name of the Association.

7.02. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies of the proposed annual budget, together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes, shall be furnished by the Board to each Lot Owner, not later than thirty (30) days prior to the adoption thereof. If an adopted

budget requires assessment against the Lot Owners in any fiscal or calendar year exceeding 115% of the assessments of the preceding year, the Board upon written petition of Lot Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board's action, shall call a meeting of the Lot Owners within thirty (30) days of the date of the filing of the petition to consider the budget. Unless a majority of the votes of the Lot Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Common Area, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation. On or before February 1 of the ensuing year, each Lot Owner shall pay such Lot Owner's annual assessment. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new Assessments for any year, or shall be delayed in doing so, each Lot Owner shall continue to pay the amount of the Assessment as last determined. No Lot Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Lot or the Common Elements. Each Lot Owner shall receive notice, in the same manner as provided herein for membership meetings, or any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment.

7.03 Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Lot Owner a statement for such year so ended, showing an itemized accounting of the Common Expenses for the preceding year actually incurred and paid including capital expenditures or repairs and real estate taxes, together with an indication of which portions were for capital expenditures or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves, and such other information as the Board may deem desirable.

7.04 Supplemental Budget. In the event that during the course of a year, it shall appear to the Board that the assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget.

7.05 Expenditures. Except with respect to such expenditures which are (i) are specifically authorized by the Declaration or By-laws, or (ii) are required by law, or (iii) can be paid from the proceeds of insurance received by or for the account of the Board, or (iv) are immediately necessary for the emergency repair, preservation, safety or protection of the Lot Owners or the Common Elements, the Board shall have no authority to approve or authorize any structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of Twenty Thousand Dollars (\$20,000.00) or any contract for a term of more than four (4) years, unless such expenditure or contract shall be approved the majority of the votes cast at a meeting called for that purpose.

Any non-recurring Common Expense, any Common Expenses not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Lot Owners. Any such separate assessment shall be subject to the approval by the affirmative votes of at least fifty one percent (51%) of the Voting Members present at a meeting of Lot Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Lot equal to the greater of four (4) times the Lots' most recent Common Expense assessment calculated on a yearly basis or \$1,000.00.

7.06 Lien. It shall be the duty of every Lot Owner to pay his proportionate share of the Common Expenses, as provided in the Declaration, and as assessed in the manner herein.

If any Lot Owner shall fail or refuse to make any such payment of the Common Expenses, when due, the amount thereof together with interest thereon at the rate of 8% per annum or such greater percentage as may then be permitted under the laws of the State of Illinois after said Common Expenses become due and payable, late charges, reasonable attorneys' fees and cost of collection or amount of any unpaid fine shall constitute a lien, as provided in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq., enforceable by the Board, on the interest of such Lot Owner in the Subject Property, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage held by an insurance company, bank, savings and loan, mortgage broker and FNMA or other lending institution on the interest of such Lot Owner, except for the amount of the proportionate share of Common Expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Lot, accepts a conveyance of any interest therein (other than as security), or accepts a deed in lieu of foreclosure for its mortgage and causes a receiver to be appointed, in suit to foreclose its mortgage, all as provided in the Declaration. The provisions of this paragraph of this Section 7.06 shall not be amended, changed or modified or rescinded in any way without the prior written consent of all such lien holders of record. The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Lot Owner shall fail or refuses to pay when due his proportionate share of the Common Expenses and such Lot Owner withholds possession of his Lot after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Lot. The Board and the Association shall have the authority to exercise and enforce any and all rights and remedies provided for a "common interest community" as defined in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq., the Declaration or the By-laws, or as are otherwise available at law or in equity, for the collection of unpaid assessments.

7.07 Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payments of a reasonable fee, furnish to any Lot Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.08 Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance, which in the opinion of the Board may constitute a lien against the Subject Property or the Common Elements, rather than a lien against only a particular Lot Ownership. When less than all Lot Owners are responsible for the existence of any such lien, the Lot Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

7.09 Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for special assessments as may be levied hereunder against less than all the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Lot Owners.

7.10 Forbearance. The Association shall have no authority to forbear the payment of assessments by an Lot Owner.

7.11 Special Assessment for Extraordinary Items and Capital Improvements. In addition to the annual assessment authorized by Section 7.02, the Association may levy in any assessment year, applicable to that year only, a special assessments which shall be assessed uniformly against each Lot for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the Common Area, provided that such special assessment shall be subject to the approval of fifty one percent (51%) of the Voting Members present voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all Voting Members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

7.12 Notice of Quorum. Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 7.11 hereof shall be sent to all Lot Owners not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Lot Owners entitled to cast as least thirty percent (30%) of all votes shall constitute a quorum; provided, that if the Voting Members entitled to cast thirty percent (30%) of all votes do not attend, a second meeting may be called with the same notice requirements as herein provided, except that the quorum therefore shall be reduced to Voting Members entitled to cast fifteen (15%) of all votes. For any other meeting of Voting Members, the presence in person or by proxy of the Voting Members entitled to cast at least fifteen (15%) of all votes shall constitute a quorum.

7.13 Allocation of Assessments Among Members. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

7.14 Initial Assessment Reserve. Each purchaser of a Lot agrees that at the time of the initial closing, said Purchaser shall be charged an assessment of three months average Costs of the estimated initial maintenance as a reserve against future expense of the operation of the Homeowners Association.

ARTICLE VIII

RULES AND REGULATIONS, USE AND OCCUPANCY RESTRICTIONS

The Declaration contains the initial Rules and Regulations of the Association and the Use and Occupancy, Maintenance and Architectural Controls, subject to change from time to time according to the procedure set forth in the Declaration or the By-laws. The Board may adopt rules and regulations, including the power to levy fines on Lot Owners for failure to comply with all use restrictions, maintenance covenants and architectural controls or any other standards set forth in the Declaration, the By-laws or any rules and regulations adopted by the Association.

ARTICLE IX
CONTRACTUAL POWERS

No contract or other transaction between this Association and one or more of its Managers or between this Association and any corporation, firm or association in which one or more of the Managers of this Association are directors, or are financially interested, is void or voidable because such Manager or Managers are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Manager or Managers; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Managers may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof, which authorizes, approves or ratifies a contract or transaction.

ARTICLE X
COMMITTEES

10.01 Board Committees. The Board, by resolution adopted by a majority of the managers in the office, may designate one (1) or more committees, each of which shall consist of one (1) or more managers; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any director, of any responsibility imposed upon it or him by law.

10.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Voting Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

10.03 Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

10.04 Chairman. One (1) member of each committee shall be appointed chairman.

10.05 Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

10.06 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of the committee.

10.07 Rules. Each committee may adopt rules for its own government not inconsistent with the By-Laws, the Declaration or with rules adopted by the Board.

ARTICLE XI **GENERAL PROVISIONS**

11.1 Recitals and Paragraph Headings. The recitals set forth at the beginning of the By-laws are incorporated into and made part of the substance of these By-laws.

11.2 Severability. If any provision of this Declaration or any section, sentence, clause, phrase, or word hereof, or the application thereof in any circumstance is held invalid, the validity of the remainder of the By-laws and of the application of any provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

11.3 Conflict. In the event of a conflict between any provision of the By-laws and the Declaration, the provision of the By-laws shall prevail.

11.4 Limited Application. Nothing contained in the By-laws shall be construed to apply to any property other than the Subject Property as defined in the Declaration.

11.5 Amendment. The By-laws may be amended or modified from time to time by an instrument signed by those Lot Owners or Voting Members entitled to cast sixty percent (60%) of the total votes in the Association. Such amendments shall be recorded in the Office of the Recorder of Kendall County, Illinois.

11.6 Liberal Construction. The provision of the By-laws shall be liberally construed to effectuate the purpose of maintaining and managing the provision of the By-laws and Declaration to create a uniform for plan for development.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed, acknowledged, and attested to by its undersigned, after acceptance of these by By-laws in writing by sixty percent in of the Lot Owners or their duly authorized Proxy, and attested to by its undersigned, duly authorized officers on the day and date first below written

Dated: _____

GATES CREEK WEST HOMEOWNERS ASSOCIATION

By: _____

Its: President

Attest: _____

Its: Secretary/Treasurer

Prepared by and Return to:

Michael R. Martin
Dunn, Martin, Miller & Heathcock, Ltd.
15 West Jefferson Street, Suite 300
Joliet, Illinois 60432
(815) 726-7311



RULES & REGULATIONS

**AMENDED AND RESTATED RULES AND REGULATIONS
OF THE GATES CREEK WEST HOMEOWNER'S ASSOCIATION
DATED September 11, 2018**

WHEREAS, on February 11, 2009 at the monthly meeting of the Board of Managers (the "Board") of the Gates Creek West Homeowner's Association (the "Association"), a "Common Interest Community" as defined in 735 ILCS 5/9-102(c)(1), the Board adopted the Gates Creek West Homeowners Association Rules and Regulations dated February 11, 2009 (the "2009 Rules"); and

WHEREAS, the Board has determined the 2009 Rules need to be amended and restated in order for the Board to administer, manage and govern the Association and the subdivision commonly known as the Gates Creek West Subdivision, Oswego, Illinois (the "Subdivision");

NOW THEREFORE, pursuant to Article VI of the By-Laws of the Gates Creek West Homeowner's Association recorded May 6, 2009 with the Kendall County Recorder of Deeds as Document No. 200900010367 (the "By-Laws") the Board, hereby adopts these Amended and Restated Rules and Regulations of the Gates Creek West Homeowners Association dated September 11, 2018 (the "Rules"):

Definitions: All words previously defined within the By-Laws shall have the same meaning in these Rules unless otherwise defined herein.

Declarations and By-Laws and Rules. Pursuant to the By-Laws and the Declarations of Covenants, Restrictions, and Easements of the Gates Creek West Subdivision recorded July 24, 2003 as Document No. 2003000025613 with the Kendall County Recorder of Deeds (the "Declarations"), the Association, acting through its Board, has certain responsibilities, including but not limited to and by way of general summary: (a) enforcing and administering the terms, conditions and restrictions of the Declarations and the By-Laws; (b) establishing and collecting assessments; and (c) maintaining the integrity and uniform design of the Subdivision. The Rules have been adopted with these purposes in mind and are intended to supplement or augment the Declarations and By-Laws. The Rules shall be reviewed every five (5) by the Board, unless the President of the Board or the Board by majority vote or a quorum of Voting Members, fifteen percent (15%), requests the need to do so earlier.

Renting and Leasing Restrictions. An Owner shall only be allowed to lease or rent a Lot/Dwelling Unit provided the entire Dwelling Unit is occupied by only the Tenant, his/her immediate family and/or guests. No Owner or Tenant shall be allowed to rent rooms separately in any Dwelling Unit. Any Owner wishing to rent his or her Lot/Dwelling Unit shall also comply with the following terms and conditions:

- (1) Rental is restricted to residential use only;
- (2) The original lease governing possession of the Lot/Dwelling Unit is for a period of no less than one (1) year;

- (3) No subletting is allowed;
- (4) The lease is in written form and within the lease the Owner and Tenant both specifically acknowledge that the Owner and Tenant are both responsible for compliance with the Declarations, By-Laws and the Rules jointly and severally; and
- (5) The Owner provides to the Board a copy of the lease within seven (7) days of execution of same.

Further, any Owner renting his or her Lot/Dwelling Unit accepts any and all liability for any violation of the Declarations, By-Laws or Rules incurred by the Tenant; and the Owner and Tenant agree if a Tenant violates any provision of the Declarations, By-Laws or Rules the Association is entitled to commence eviction proceedings to evict the Tenant from the Lot/Dwelling Unit and the Owner shall be responsible for all of the costs and expenses (including reasonable attorney's fees) and damage in any form or nature that the Association incurs as a result of an Owner's lease or rental of a Lot/Dwelling Unit or a Tenant's violation of the Declarations, By-Laws or Rules.

Fines. Notwithstanding any other provision of the Declarations, By-Laws or Rules any fine assessed by the Board may not exceed the amount of Fifty and 00/100ths Dollars (\$50.00) per day for any violation of the Declarations, By-Laws or Rules, unless the Declarations or By-Laws specifically allow for a higher daily fine amount. For any fine assessed the Association shall have all rights afforded to the Association to collect the fine in law and equity, the Declarations or the By-Laws, including but not limited to, the Association's lien rights as set forth in Article VII, Section 7.06 of the By-Laws, or the Rules.

The Association shall be entitled to impose a fine against any Owner or Lot provided:

- (1) The Association gives written notice of the violation to the Owner delineating the offense, the repercussions and the time frame to cure the violation; and
- (2) The Owner does not respond to the written notice and cures the violation within the time frame state in the notice.

If the Owner objects to such violation notice, the Owner shall provide the Board all written evidence as to why such act or omission does not constitute a violation of the Declarations, By-Laws or Rules prior to the expiration of the time period set forth in the notice. If the Owner would like request a hearing before the Board, or its appointed committee, to defend him/herself of any violation notice the Owner must request in writing within fourteen (14) days of receipt of the notice regardless of the time period of the notice and provide copies of all evidence or exhibits the Owner intends to rely upon or present at such hearing to the Board at such time the request for a hearing is made. After receipt of an Owner's objection and/or request for hearing the Board shall set matter for hearing at its next scheduled meeting or any Special Meeting called for this purpose and shall consider all written evidence submitted; any evidence or exhibits submitted or presented at the hearing provided the Owner has requested a hearing in accordance with the Rules and provided copies of all evidence and exhibits have been submitted to

the Board in a timely manner; and make a final determination regarding the violation. Please note if the Owner does not make a written request for a hearing or fails to supply copies of all evidence or exhibits the Owner intends to rely upon at the hearing, the Owner shall not be allowed to speak or present evidence or exhibits at the hearing, unless the Board, in its sole and absolute discretion, allows the Owner to do so. If the Owner does not adhere to the Board's final determination, the Association shall be entitled to levy a fine against the Owner in accordance with the Declarations, By-Laws and Rules or seek injunctive relief to correct the violation in accordance with the Declarations, By-Laws or Rules. For the purposes of enforcement, the Board's final determination shall be considered legally binding on the Owner and/or Lot.

Control of Pets. Every person owning or having possession, charge, care, custody or control of any dog, cat, or other uncaged pet shall keep such pet exclusively inside his own Dwelling Unit or inside the confines of such Owner's Lot; provided, however, that such pet may be off the Owner's Lot if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner as determined by the Board that will prevent any pet from:

- (1) Making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently;
- (2) Endangering the health of safety of themselves, their families, guest or invites; or
- (3) Otherwise constituting a nuisance or inconvenience to the Owners(s) of any other Lot or Dwelling Unit

Any pet identified by the Board as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owner or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guest, or invites of any Owner or other Owners generally, whereto due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habits disposition or history of such animal, or as result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such future restrictions or control as the Board may in its absolute and sole discretion deem appropriate, which further restriction or control may include, without limitations any one for more of the following additional requirements:

- (1) Constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate and approved by the Board at all times while such animal is outside an Owner's Dwelling Unit, including while such animal is in the area of the Owner's Lot;
- (2) Limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling Unit or Lot;

- (3) Prohibiting the animal to be outside of the Owner's Dwelling Unit or Lot at any time without the Owner present; or
- (4) Permanent removal of the animal from the Subdivision.

Accessory Structures. In addition to any covenants and restrictions set forth in the Declarations regarding Accessory Structures, the following conditions and restrictions shall apply:

Number of Accessory Structures: No Owner is permitted to have more than one (1) accessory structure on any given Lot. This includes any Accessory Structures defined in the Declarations or within these Rules.

Prior Written Approval: Prior to installing any Accessory Structure, including the replacement of any current Accessory Structure, the Owner must first obtain written approval from the Board, which may be withheld in its sole and absolute discretion, for the Accessory Structure by submitting a Homeowner's Request for Property Improvement Form attached hereto as Exhibit # 1.

Swing Sets: The swing set must be made of wood and not exceed a total footprint of 150 square feet. The swing set may only contain one floor level above the ground floor and may not exceed a height of twelve (12) feet.

Trampolines: One (1) Trampoline shall be permitted on a seasonal and non-permanent basis on any given Lot subject to the following restrictions:

- a. The Owner first obtains written approval of the Trampoline from the Board by submitting the attached Homeowner's Request for Property Improvement Form prior to installing the Trampoline.
- b. The Trampoline is not a permanent addition to any such Lot. Trampolines shall be considered only "seasonal" use in nature and will only be allowed for the time period of March 15 to November 1 of each calendar year. Should an Owner fail to remove a Trampoline outside of the allowed time period the Board, in its sole discretion, may impose a fine upon the Owner or against the Lot and/or may revoke the Owner's right to have a Trampoline.
- c. Any Trampoline that excess fifteen (15) feet in diameter is specifically prohibited.
- d. All Trampolines must be equipped with safety nets and tie downs or other means of preventing the Trampoline from becoming airborne during a storm or strong winds.

All existing Trampolines in use as of the effective date for these Rules shall be considered as a "grandfathered" classification or use to the existing Owner and the restrictions of these Rules, excluding the indemnification provision below, shall not apply

to such Trampolines. Any change in ownership of the Lot, will result in revocation of the grandfathered classification and use, and the new Owner must submit a new Homeowner's Request for Property Improvement Form in order to obtain approval for the Trampoline. All new applications for a Trampoline, including an application to maintain a grandfathered Trampoline, must abide by the restrictions of these Rules including the seasonal use restriction which will be specifically enforced against any Trampolines no longer having a grandfathered classification or use.

In addition, any Owner who installs or has previously installed a Trampoline prior to the passing of the Rules shall indemnify and hold harmless, to the fullest extent as allowed by law, the Association and the Board, from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorney's fees and costs) which arise out of, relate to or result from the installation or use of a Trampoline on the Owner's Lot.

Failure to Comply: Should an Owner fail to comply with any of the restrictions set forth in the Declarations, By-Laws or these Rules regarding a Trampoline the Board shall be entitled to assess a daily fine against the Owner and/or Lot until the violation is cured and shall be entitled to seek injunctive relief requiring the Owner to remove or correct the violation concerning the Trampoline.

Fences. No fences or similar barriers shall be constructed on any Lot unless said fence or similar barrier structure is approved by the Board pursuant to the Owner submitting the attached Homeowner's Request for Property Form prior to installing the fence or barrier structure and the fence and barrier structure to the following requirements and specifications:

- a. The fence or barrier structure is made out of Cedar (stained earth tone or natural) board on board, shadow box, privacy/stockade/picket fence; aluminum (black, brown, bronze) or wrought iron (black, brown bronze);
- b. Chain Link, Vinyl, PVC, Plastic, White Picket of any type or split rail are specifically prohibited;
- c. The fences or barrier structures are built in accordance with the applicable law and ordinances of the Village of Oswego and pursuant to Article VII of the Declarations or any other provision of the By-Law and these Rules;
- d. The fence or barrier structure does not exceed five (5) feet in height in the rear or side yard or three (3) feet in the front yard of any Lot (please note corner Lots shall be considered as having two (2) front yards the corner Lot's frontage on any street);
- e. The fence or barrier structure is properly maintained and all repairs are completed in a timely manner.

Should an Owner fail to comply with any of the restrictions set forth in the Declarations, By-Laws or these Rules regarding fences or other barrier structures the Board shall be

entitled to assess a daily fine against the Owner and/or Lot until the violation is cured and shall be entitled to seek injunctive relief requiring the Owner to remove or correct the violation concerning the fence or barrier structure.

Any previous fence or barrier structure approved by the Board or the Architectural Review Committee prior to the passing of these Rules shall be considered a confirming and approved fence or barrier structure for compliance and enforcement purposes.

Moving PODS/Trailers. No moving PODS or trailers of any kind, including not limited to, house, truck, camper, utility or boat trailers, shall be allowed to be maintained, repaired, stored, or parked overnight on any dedicated or undedicated street of the Subdivision or in the driveway or any exterior portion of any Lot. Moving PODS and trailers are only specifically allowed if the Owner is currently in the process of loading or unloading the moving POD or trailer. If any Owner desires to place a moving POD or trailer on his Lot for a time period of longer than one (1) week he or she must first obtain written approval from the Board and said Owner agrees that in no event shall the moving POD or trailer be allowed to be placed on the Lot for a time period to exceed fourteen (14) days unless specifically agreed to by the Board. Any moving POD / Trailer must be of a fully enclosed design (no open, or tarped type trailers) and must be fully capable of being secured.

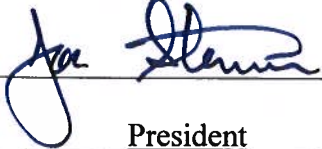
Construction Dumpsters. Any Owner desiring to place a construction dumpster on any portion of a Lot must first obtain written approval from the Board prior to placing the construction dumpster which request must specifically include the length of time the construction dumpster will be placed on the Lot and the location of where the construction dumpster will be placed otherwise such request will be denied.

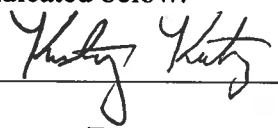
Past Due Annual Assessment. If any Owner fails to pay the annual assessment within thirty (30) days after its due date the then remaining amount owed shall bear interest from the due date until paid in full pursuant to Article VI, Section 8 of the Declarations and the Owner and/or Lot shall be assessed a minimum administration fee of \$25.00 per month until the outstanding amount is paid in full.

Severability. If any provision of these Rules or any section, sentence, clause, phrase, or word hereof, or the application thereof in any circumstance is held invalid, the validity of the remainder of the Rules and of the application of any provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Amendments of Rules. These Rules may be amended, from time to time, at a regular or special meeting of the Board as circumstances may warrant and upon approval of an amendment by a majority of the Board. Proper notice of such meeting or meetings and copies of any amendments shall be given to the Owners in accordance with the notice provisions of the Declarations and By-Laws.

WHEREFORE, the Board of Managers of the Gates Creek West Homeowner's Association hereby approves of these Amended and Restated Rules and Regulations of the Gates Creek West Homeowner's Association on the date indicated below:

By: 
Its: President

Attest: 
Its: Treasurer

Date: 9/11/18

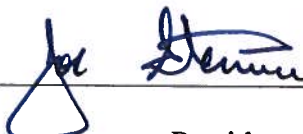
Date: 9/11/18


BOARD RESOLUTION
SEPTE
SEPTEMBER 11, 2018 MEETING OF THE BOARD OF MANAGERS
OF THE GATES CREEK WEST HOMEOWNERS ASSOCIATION
APPROVING OF THE AMENDED AND RESTATED RULES AND REGULATIONS OF
THE GATES CREEK WEST HOMEOWNER'S ASSOCIATION

The monthly meeting of the Board of Managers of the Gates Creek West Homeowners Association was held on September 11, 2018 at 426 Heatherwood Dr., Oswego, Illinois 60543 and a quorum of members of the Board of Managers was present and formal notice of the meeting was waived.

RESOLVED that the Board of Managers of the Gates Creek West Homeowners Association has adopted the foregoing Amended and Restated Rules and Regulations of the Gates Creek West Homeowners Association Dated September 11, 2018 (the "Rules").

IT WAS FURTHER RESOLVED that the Board of Managers of the Gates Creek West Homeowners Association would send notice of the Rules to all Lot Owners within the Gates Creek West Subdivision and would post a copy of said Rules on the Association's website under the document tab at <http://gatescreekwestoswego.com/>.

By: 
Its: President

Attest: 
Its: Treasurer

Date: 9/11/18

Date: 9/11/18