

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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

202500014074
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
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THIS AMENDED DECLARATION MADE THIS 10
DAY OF OCTOBER, 2025 BY MORGAN CREEK ESTATES
SUBDIVISION HOMEOWNER'S ASSOCIATION,
AN ILLINOIS NOT FOR PROFIT
CORPORATION File #5430-259-2 (hereinafter referred to as "Association")
ON BEHALF OF ALL OWNERS OF PROPERTY IN THE MORGAN CREEK ESTATES
SUBDIVISION, THEIR SUCCESSORS, HEIRS, AND ASSIGNS.

WITNESSETH

WHEREAS, the Association has been empowered to act on behalf of all the lot owners in the Morgan Creek Estates Subdivision (original Farm Colony lots and Hiteman additional lots) in connection with the recording of this Restatement of Conditions, Covenants, Restrictions and Reservations affecting the property described below in Article I;

WHEREAS, a Declaration of Conditions, Covenants, Restrictions, and Reservations was recorded affecting said properties as Kendall County Document 9310926 filed on October 18, 1993 and Kendall County Document 9712596 filed on December 9, 1997.

WHEREAS, the Declaration of Conditions, Covenants, Restrictions and Reservations provided in ARTICLE VI, SECTION 1 DURATION stating that:

“...said covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed (approved) by the then owners of two-thirds (2/3) of the lots within the existing properties has been recorded agreeing to change said covenants and restrictions in whole or in part.”
Any or all of the covenants herein contained may be revoked, amended or altered at any time from the date of this Declaration provided that not less than two-thirds (2/3) of the owners of real property in Morgan Creek Estates Subdivision consent thereof in writing, and provided further that such amendment(s) be duly recorded with the Recorder of Deeds of Kendall County, Illinois”

WHEREAS, on or before September 24, 2025 more than two-thirds (2/3) of the Owners of the real property consented to the Amendment Declaration of Condition, Covenant, Restrictions and Reservations and directed that the Morgan Creek Estates Subdivision Homeowner's Association prepare and record the necessary Amendments.

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

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, sold, transferred, conveyed and occupied subject to the Covenants herein contained are located in the Subdivision of Morgan Creek Estates, Oswego Township, Kendall County, Illinois, and is legally described as follows: Lots 1-21 of the original Farm Colony subdivision; Lots 1-7 Hiteman subdivision. AKA: Mailing Addresses 29-135 Country Road/Lane; 7-35 Colony Court; 7-34 Morgan Court; 7715-7725 Reservation Road, Oswego Township, Kendall County, Illinois.

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subject to the covenants hereby declared to insure proper use and development of the subject property; and to protect the owners of property herein against such use of surrounding lots as may depreciate the value of their property; in general to preserve the general welfare, health, safety and desirability of the land as a residential area. The Association may seek Injunctive Relief and recovery of attorney's fees and costs to enforce any covenants.

ARTICLE III
GENERAL RESTRICTIONS

1. Homeowners Association Board

All owners of property subject to these Covenants shall vote for an Association Board consisting of five (5) members to ensure a tie breaker in event of board decisions. Homeowner voting for board members shall be completed every three (3) years during annual HOA meeting. The Board will consist of a President; Vice President; Secretary; Treasurer and Member At Large, with no term limits. The board is subject to 'recall' if 2/3s (two-thirds) of property owners vote to remove the board member.

The Board will have the following responsibilities:

- Comply at all times to Illinois Common Interest Community Association Act and any applicable provisions of the Illinois Condominium Property Act
- Complete annual IL Sec of State non-profit association report
- Complete yearly NFP Tax Return
- Hold, at minimum, annual HOA meeting open to all property owners and announced no later than two (2) weeks prior via U.S. Mail
- Provide, at minimum, a year-end letter to all homeowners detailing activities and issues of the association
- Provide, at minimum, a year-end financial statement to all homeowners detailing all income and expenses incurred, as well as, the balance of reserve funds
- Obtain bids and secure contracts in conjunction with any common area and water supply needs
- Establish yearly budgets based upon prior two (2) years' financial reports on spending in accordance with Section 160/1-45 Illinois Common Interest Association Act
- Establish and impose quarterly assessments as needed to ensure meeting yearly budget requirements for the ongoing operations of the HOA
- Establish 'Rules & Regulations' ie Bylaws for the purpose of carrying out and enforcing the terms

- Make Association records available within thirty (30) days of any request
 - Provide new/potential buyers copies of:
 - All Protective Covenants
 - Statement of any liens against said property
 - Statement of any capital expenditure anticipated within next two (2) years
 - Copy of prior year financial statement
 - Statement on any pending lawsuits or judgements against the association
- Maintain Association water supply system per IL EPA rules and regulations
 - Retain an IL EPA approved water system engineering firm
 - Complete daily water meter and chlorine level measurements
 - Complete annual water main flushing
- Administer Association's Quarterly billing program
- Pay HOA bills approved by President (bills exceeding \$2,500 require majority board approval)
- Be responsible for the HOA's Complaint Violation program per Illinois state law
 - Levy corrective action letters, any penalties and legal action as a result of the Complaint Violation program
- Maintain HOA insurance
- Act as the Association's Architectural Review Committee

2. Land Use:

All lots covered hereby are zoned 'Residential' and shall be used for single family, private residential purposes only. No noxious or offensive activity shall be carried on in or upon any premise, nor shall anything be done thereon which is or may become any annoyance or nuisance to the neighborhood, as well as, a public safety issue.

• **Property Owners are prohibited from:**

- Subdividing property (78 Country shall maintain Open Space as stated in paragraph 5 of the Lot 61 Development Agreement, Kendall Co doc #9811370)
- Keeping of cattle, horses (78 Country exempt), poultry, swine or other animals except domestic pets. No more than three (3) domestic animal pets (dogs and or cats) shall be permitted. Owners shall at all times secure animals so as not to infringe upon or cause hazard to other owners or their property. No animals may be kept, bred or maintained for commercial purposes
- Contracting short or long-term rental or leasing of residential zoned property without HOA Board approval
- Conducting activities such as Car, Boat, Camper, etc. 'For Sale' display for more than fourteen (14) consecutive days
- Conducting more than two (2) garage/estate/yard sales per year
- Habitual, seven (7) day maximum, parking of any commercial vehicle, trailer, mobile home, recreational vehicle, boat in driveways or on any property viewable from roadways
- Storing inoperable vehicles; tractors; other equipment; and unsightly materials/refuse on property viewable from roadways, (these must be garaged or stored off-site)
- Operating a business that infringes on the residential surroundings of the association
 - Business signage of any type is prohibited
- Burning garbage/trash outside of any dwelling
- Wood & leaf fires are allowed & must be in a safe location
- Conducting any illegal activity or activity that could harm association properties and persons

3. Exterior Construction & New Home Quality and Size:

All exterior modifications and new home construction shall be in accordance with the requirements of the applicable zoning ordinances of the County of Kendall and in accordance with such other standards as may be adopted by the Architectural Review Committee (HOA Board).

Property Owners are prohibited from starting any and all exterior modification and/or construction projects without the written approval of the Architectural Review Committee. Including but not limited to:

- Erection or re-erection of any building
- Installation and resurfacing of any driveway or parking area
- Installation of any fencing, walls or barriers
- Modification of exterior of building, including but not limited to exterior paint color change, roofing color change etc
- Installation/construction of swimming pools. A signed Kendall County Pool Agreement is required. Pools must have adequate landscaping to limit visibility from neighborhood roadways
- Major modifications of landscaping
- All approved projects must be completed within one (1) year from date of approval including landscape restoration

The Architectural Review Committee shall have the right to review all such plans and specifications and to accept or reject the same if, in the opinion of the Committee, they are not suitable or desirable for aesthetic or other reasons. Such plans and specifications shall be either approved or disapproved by the Architectural Review Committee within thirty (30) days after their submission for review and if disapproved, the reason(s) therefore shall be given in writing by the Committee. Plans and specification approval or disapproval shall be based on exterior appearance only. In no instance shall any project or structure be approved where it may interfere with public safety. All approved projects must meet or exceed Kendall County building codes.

New Home construction requirements are as follows:

- For all Ranch style (1 story) homes, minimum square footage of 2,500 feet, excluding basement and required three (3) car attached garage
- For all other style homes, minimum square footage of 3,000 feet, excluding basement and required three (3) car attached garage
- Detached garages are prohibited
- Street facing elevation must be constructed of at minimum, one-third (1/3) brick or stone
- All other exterior surfaces must be cedar siding or dry-vit. Vinyl or aluminum siding is prohibited
- Each residential zoned property is allowed one (1) detached building *i.e.*: *storage shed* to be located in backyard with a maximum of 250 sq. ft. of floorspace and an exterior matching main residence exterior
- No building is to be constructed nearer than fifty (50) feet from any front property line, twenty-five (25) feet from any side property line or twenty (20) feet from any rear property line
- Driveways must be asphalt or concrete paved. Entrances for each driveway shall be subject to approval by the County of Kendall and Oswego Township Highway, Street Departments
- All construction projects must be completed, including basic landscaping within twelve (12) months from date of Architectural Review Committee written approval or Kendall County permit date

4. Easements:

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

5. Utilities:

Any utility lines on property shall be installed underground.

6. Temporary Structures:

No structure of a temporary character, trailer, incomplete buildings, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, either temporarily or permanently. Temporary construction structures must be removed upon construction completion.

7. Garbage and Refuse Disposal:

No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, including dead trees. No incinerator or burning for the disposal of rubbish, trash, garbage or other waste. No dumping of refuse, dirt, etc. in drainage ditches or drainage easements shall be allowed.

8. Upkeep and Repair:

Every building and lot area viewable from any street shall at all times be kept in a state of good repair by the owner(s). Lawn areas are required to be mowed.

9. Landscaping:

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

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

1. General:

Morgan Creek Estates Board of Directors five (5) members will act as the Architectural Review Committee. Decisions of the Committee shall require majority approval of any matter regarding the architectural controls for the subdivision as established herein.

- All new home construction, existing home exterior modifications, additions, swimming pools, fencing/walls and major landscaping to property must get approval prior to start of any and all construction
- Requests must be made in writing
 - Requests must at minimum include:
 - Full detailed description of project
 - Listing of materials to be used, colors etc.
 - Architectural renderings of project
 - Site plot drawing, including drainage plan for surface and sub-surface water
 - Name, address, phone and IL license # of contractor
 - Target start date and estimated completion date
 - Status of Kendall County Building Permit

2. Powers and Duties:

All plans and specifications and any other necessary information shall be filed with the Architectural Review Committee for approval or disapproval prior to the commencement of construction by an owner(s). Any and all buildings and structures upon said lots must be submitted and approved by the Architectural Review Committee and must conform in workmanship, materials and architectural harmony to other structures within the association. Plans and specifications shall be approved or disapproved by a majority vote of this Committee within thirty (30) days of the day on which such plans and specifications are submitted for consideration and a written report shall be transmitted by the Committee to the applicant, either approving the proposed plans and specifications or disapproving the same and stating the reason(s) therefore.

ARTICLE V
INDIVIDUAL SEWAGE DISPOSAL AND TREATMENT SYSTEM

1. Regulations:

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

2. Contractor and Installations:

All household sewage disposal systems shall be installed and repaired by a contractor properly licensed in accordance with the state and county standards. All plans of the disposal system shall be submitted to Kendall County for approval. Each disposal system shall be inspected at the required times as provided by the applicable state and county statutes, ordinances or regulations.

3. Percolation:

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

ARTICLE VI
COUNTY ORDINANCES

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

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

3. The owner of each lot, whether or not there is a dwelling constructed thereon, agrees that they will not petition for nor sign any annexation agreement to annex their lot or lots to any local municipality without having first petitioned the Board of Directors for permission to do so and having received the affirmative votes of a majority of the board as well as the owners of two-thirds (2/3) of the lots in the subdivision to do so. Any annexation agreement signed, approved and/or recorded by any local municipality in violation of this provision shall be considered to be void and the Association reserves the right to seek declaratory relief to vacate said annexation agreement and for such other relief as may be available.

ARTICLE VII
GENERAL PROVISIONS

1. Duration of Declaration:

Each of the Covenants set forth herein shall continue and be binding for an infinite number of years from the date of this Declaration, during which period they may be altered or amended per paragraph 7 below.

2. Applicability of Covenants:

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

3. Enforcement shall be by proceeding in law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Homeowner's Association reserves the right to charge the owner of said property for any reasonable legal expenses incurred in the enforcement of any covenant.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

5. Duty of Board of Directors:

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

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

7. Amendment:

Any or all of the covenants herein contained may be revoked, amended or altered any time from the date of this Declaration, provided that not less than two-thirds (2/3) of the owners of real property in Morgan Creek Estates Subdivision consent thereof in writing, and provided further that such amendment(s) be duly recorded with the Recorder of Deeds of Kendall County, Illinois. For the purpose of this provision, each lot shall be entitled to only one vote, whether a lot be owned by one individual or jointly with another. All other covenants hereby existing that are not specifically modified by this instrument remain in full force and effect.

ARTICLE VIII
HOMEOWNER'S ASSOCIATION

Each purchaser of a lot within Morgan Creek Estates Subdivision and their successors, heirs and assigns shall automatically, by reason of said purchase, become a shareholder of Morgan Creek Estates Subdivision Homeowner's Association, an Illinois not for profit corporation.

Each lot purchaser has the option of connecting to the household water system operated by the Association. New connections to said water system will require a \$3,000 payment starting in 2025, increasing yearly by 2% to the association and all construction to connect to the water main is the homeowner's responsibility. Likewise, any damage to or issues arising from the household water piping from the Association's main is responsibility of the homeowner.

Each homeowner will be responsible for paying Association fees as determined by the Board of Directors. In addition, water delivery fees will be due from homeowners connected to the Association's water mains based on per gallon used. Billing will be done quarterly. Bills not paid are subject to a late fee per. Any unpaid assessments and/or water gallon usage bills shall be an ongoing lien on the homeowner's property, without the need for any recording to be made. Homeowners with unpaid bills over twelve (12) months, four (4) billing cycles are subject to legal action, wherein the Association in all aspects will exercise its legal fee-shifting provision to collect from the homeowner reasonable attorney and legal expenses.

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

MORGAN CREEK ESTATES (aka Farm Colony) HOMEOWNERS ASSOCIATION

By: Stephen Anderson

STEPHEN ANDERSON, President on behalf of the MORGAN CREEK ESTATES HOMEOWNERS ASSOCIATION., an Illinois not for profit corporation.

ATTEST: Megan Martinez

MEGAN MARTINEZ, Secretary on behalf of the MORGAN CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not for profit corporation.

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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

Given under my hand an official seal this 21st day of October, 2025
Patricia Sue Luptak
Notary Public

This instrument prepared by and return to:

STEPHEN ANDERSON
120 COUNTRY LANE
YORKVILLE, IL 60560
(630) 732-1621

