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Rental Housing Support Program  
State Surcharge Pd 5/4/2007  
\$10.00

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*Maria Valery*



P.I.N.

**Envelope**

## PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: KRLR Development, LLC, does hereby establish and make the following Protective Covenants for Lots 1 through 5 and Lots 23 through 28, all in The Estates at Willow Creek Fourth Addition, Phase 2 which is a subdivision of Adams County, Illinois, all as shown on Plat of Survey prepared by Klingner and Associates, P.C. and recorded in Book 707 at Page 4447 in the Office of the Recorder of Deeds for Adams County, Illinois.

Said KRLR Development, LLC, does desire to subject and impose upon the Subdivision mutual and beneficial restrictions, covenants, conditions easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of all of the lots in the Subdivision and the future owners thereof, and therefore, said Protective Covenants were unanimously enacted at a meeting of the LLC at which a quorum was present on May 3, 2007. Kent E. Rodemich and Linda J. Rodemich were duly authorized as the Members of said LLC to execute and record said Protective Covenants in the Recorder's Office of Adams County, Illinois.

### A-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two stories in height excluding basement or foundation and a private garage for a minimum of two cars.

All garages shall be attached to the dwelling.

No outbuildings shall be located on any lot. Structures such as gazebos, arbors or permanent shade shelters such as those physically connected to in-ground swimming pool decks are not prohibited, but shall be subject to Architectural Control as set out in A-2. "Jungle gyms", play sets, play houses and such related items are not prohibited, but shall be used as play areas and not for storage or any other use.

## A-2 ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

All vacant lots must be kept mowed to a height of 10" or less. Rubbish shall be cleared and disposed of, dead trees removed and each and every lot shall be maintained in a presentable condition. The Architectural Control Committee is authorized to notify violators in writing of the violation, and if said violation is not removed within two weeks, shall have said lot mowed or cleared at the expense of the owner.

## A-3 DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than the prevailing per square foot cost, based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages for a single family dwelling shall not be less than 2000 square feet for a one-story dwelling, nor less than 1200 square feet on the main floor for a dwelling of more than one story. Any dwelling containing more than one story shall have a total area of no less than 2200 square feet.

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

At least 50% of all front exterior walls must be of brick, stucco or stone, or combination thereof.

## A-4 BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of this covenant, steps, porches and decks shall be considered as a part of a building.

(c) Retaining walls may be constructed within the 10 foot setback, but only with approval of the Architectural Control Committee.

#### A-5 EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### A-6 NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No discharging of firearms shall be permitted.

#### A-7 TEMPORARY STRUCTURES

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

(b) Parking of vehicles, boats, commercial vehicles, campers or R.V.'s on street over 36 hours is not permitted. No camper, recreational vehicle, trailer or boat may be maintained upon the premises except as may be maintained entirely within the garage.

(c) No lot or street shall be used for commercial or private repair of any vehicle and no wrecked, junked, disabled or non-use vehicle shall remain on any lot or street for more than 36 hours.

(d) Satellite dishes or large radio antennas are not allowed except satellite dishes which have a diameter not exceeding 24 inches and which are mounted in such a manner that they are not visible from the street.

#### A-8 SIGNS AND FENCES

a. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

b. No chain link fence or similar fencing material shall be allowed.

#### A-9 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose. Domestic animals shall be limited to two dogs and two cats which shall be confined at all times in the house, garage, or basement, or confined by fence, kennel or chain to the rear of the house.

A-10 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, grass clippings, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-11 WATER SUPPLY

No individual water supply system shall be permitted on any lot.

A-12 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot.

A-13 SLOPE CONTROL AREAS.

Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No dirt shall be removed from the subdivision. Disposal of surplus dirt shall be arranged through the Architectural Control Committee.

All trees are to be left except those reasonably needed to be cut for safety purposes and to avoid being in the way for construction.

A-14 SIGHT DISTANCES AT INTERSECTIONS.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-15 PRIVATE ENTRANCES.

The owner of any lot shall be individually responsible for the maintenance of any private entrance from any public road.

#### A-16 LAND NEAR PARKS AND WATER COURSES.

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered nor blocked by such fill.

#### A-17 UNDERGROUND UTILITIES

All underground utilities shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a period of 5 years. All underground house services such as gas and water services shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made prior to the above period of 5 years shall be obtained from the appropriate city office.

#### A-18 VEGETABLE GARDENS

No vegetable gardens for commercial use will be permitted within the subdivision. A garden for private use is permitted, provided, however, that any such garden shall be in the back of the home.

### PART B - ARCHITECTURAL CONTROL COMMITTEE

#### B-1 MEMBERSHIP

The Architectural Control Committee is composed of 3 members, initially elected for 1, 2 and 3 years, elected subsequently to 3-year terms. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. At any time, the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee and to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is hereby specifically given the authority to levy assessments for the purposes herein stated and to take appropriate steps to collect any such assessment that is not paid, including the filing of lawsuits and the recording of liens against property of the delinquent lot owner. There shall be an annual meeting of the lot owners of record for the purposes of electing members to the Architectural Control Committee, and to levy assessments to cover costs, which shall include the maintenance of common signs and landscaping of common areas of the subdivision, liability insurance, if insurance is deemed necessary and appropriate by this committee, and the costs of operation of this committee, if any. The Members of KRLR Development, LLC shall be the committee until the subdivision is fully completed. Upon completion, the above procedures regarding election of members shall be in full force and effect. The members of the committee may, at the time that control is transferred to them or at any time thereafter, elect to incorporate the committee for the purpose of effecting the duties and

responsibilities as outlined above. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance or any other work performed hereunder.

#### B-2 TYPES OF MEMBERS

For purposes of assessments and maintenance, all lot owners shall be members, with each lot having one member. All members shall be equally responsible for maintenance and any other items which require maintenance by the association.

#### B-3 PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. The Committee, or its designated representative, must approve or disapprove within 30 days after plans and specifications have been submitted.

#### B-4 ACTION

No owner of any lot in the Estates at Willow Creek Fourth Addition, Phase 2 shall have any claim or cause of action against Declarants, their successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of wilful or wanton actions.

#### B-5 COMMON AREAS

Common areas, for which the association shall be responsible for maintenance as stated above, shall include all real property owned by the association for the common use and enjoyment of owners of members of the association including, but not limited to, all entry signs erected by the corporation or association and all detention ponds and basins, storm water management facilities, and drainage facilities.

### PART C - GENERAL PROVISIONS

#### C-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

#### C-2 ENFORCEMENT

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

#### C-3 SEVERABILITY

Invalidation of any one of these Covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### C-4 TRANSFER

Declarants may at any time convey, transfer, grant, relinquish or assign the easements or rights provided in these covenants or otherwise under this instrument to the Willow Creek Fourth Addition, Phase 2 Association.