

TAZEWELL COUNTY

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TAZEWELL COUNTY, IL
ROBERT LUTZ
02-04-2004 At 01:52 PM.

DECL REST 22.00

Prepared by & Return to:

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Attorney at Law
135 Washington Square
Washington, IL 61571

DECLARATION OF RESTRICTIONS

Oak Creek Section 4

THIS DECLARATION OF RESTRICTIONS is made this 4 day of February, 2004 by WRC, INC., an Illinois corporation, developer (hereinafter "Developer") of the real estate which is described below and which shall hereinafter be referred to as 'the Subdivision'.

The Subdivision together with all improvements now and hereinafter erected shall be held, transferred sold, conveyed, and occupied subject to the covenants, restrictions, easements, privileges, and liens set forth which shall be binding upon all parties acquiring any title, right, or interest therein and which shall run with the land and inure to the benefit of Developer, all lot owners and their heirs, successors, assigns, and the Association.

Lots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 and 80 in OAK CREEK SECTION FOUR, a Subdivision of part of the Northwest Quarter of Section 10, Township 26 North, Range 3 West of the Third Principal Meridian, as shown on the Plat of Subdivision recorded February 4, 2004 in Plat Book YY at Page 138 & 139, situated in TAZEWELL COUNTY, ILLINOIS.

PIN: 02-02-10-100-003

Also know as Oak Creek Section 4, Washington, Illinois

1. **APPLICATION OF RESTRICTIONS.** All persons, corporations, trust or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.
2. **PROPERTY USE.** The Subdivision and all lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purposes, including without limitation, the manufacturing and sale of intoxicants including those in-home businesses which would be permitted under the zoning ordinance in a single-family district.

3. **CONSTRUCTION REQUIREMENTS.** The construction of residences on lots in the Subdivision shall be governed by the following specifications:
- (a) **Setback Lines.** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Air conditioning units, stoops, and fireplaces may exceed the front yard set back line by three feet. Such structures shall also not be erected or maintained at any given point closer to the side lot lines than a total of twelve (12) feet with a minimum of five (5) feet, and closer to the rear lot line than 10% of the depth of the lot at such point.
 - (b) **Footage Requirements.** As commonly known as Oak Creek, for a residence of one level, the first floor living area shall not be less than 1800 square feet not including basement, Dwellings of one and one-half(1 ½) stories shall have a finished square footage of not less than 2100 square feet with a minimum of 1300 square feet living area on the first floor. Dwellings of two stories shall have a minimum square footage of 2400 square feet, not including the basement and a minimum first floor living area of 1200 square feet. All residences shall have at least a half basement. No residence shall exceed two and one-half stories in height.
 - (c) **Permitted Exterior.** No wall board, sheet metal, tar paper, or roofing paper shall be used for any exterior wall coverings or roofs. Aluminum siding, vinyl siding, steel siding may be used for gutters, down spouts, soffit, and fascia boards. Stone or brick and wood shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. Developer will allow Aluminum/vinyl siding with written approval of such. Weight, thickness and color of roof shingles and exterior siding shall be with Developers approval. No materials other than new materials shall be used for external construction and finish of any structure. The front and sides of the building exterior shall be 25% brick or stone. Variations from the brick and stone requirements may be permitted if approved in writing by Developer. Stone block address is required on front of each home.
 - (d) **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store a minimum of two vehicles and a maximum of three vehicles. Any such garage shall be in conformity as to exterior, architecture and location with the attached residence.

- (e) Sewage Requirements. All residences shall connect with sanitary sewers.
- (f) Excavation. All materials excavated from any lot in the Subdivision shall not be removed from the Subdivision unless permission is otherwise granted in writing by the Developer.
- (g) Swimming pools. All swimming pools must be in-ground and enclosed by fencing and shall, in all respects, comply with the Ordinances and Building Codes of the City of Washington and Tazewell County, IL, in reference to swimming pools. No above-ground swimming pools allowed. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view in an approved storage shed or other enclosed building.
- (h) Clothesline Restrictions. No permanent clothesline or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained even temporarily.
- (i) Driveways. All driveways leading from the street to the garage must be of concrete or other materials permitted by the Developer.
- (j) Developer Approval. The purchaser of any lot or lots hereby expressly agrees to the following restrictive covenants and conditions governing the construction of residences:
 - (1) Construction Limitation. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building and the general contractor have been approved in writing by the Developer as to the conformity and harmony of external character and design with the character and design of the Subdivision, existing structures in the Subdivision, the Restrictions, covenants and conditions contained herein, location of the building with respect to topography and finished ground elevation, and with a view toward avoiding duplication of design.
 - (2) Plans and Specifications. Complete floor plans, building plans, specifications, plot plan (including but not limited to building, driveway and lamp post location), and architectural drawings illustrating the contemplated external appearance of any dwelling or outbuilding, including chosen construction materials and colors, and the identity of the proposed general contractor ("Plans and Specifications"), shall be submitted to the Developer at least 30 days prior to commencement of any proposed construction.

- (3) Approval/Disapproval of Plan and Specifications. The Developer may, in its sole discretion, and without explanation or justification necessarily offered, approve or disapprove of the submitted Plans and Specification, including but not limited to aesthetic grounds.
 - (4) Certification of Approval. In the event of Plans and Specifications approval, the Developer will issue a certificate of approval stating that the proposed construction is acceptable for Oak Creek Subdivision Section IV. This approval shall be binding upon the Developer providing construction strictly complies with the submitted and approved Plans and Specifications.
 - (5) Non-Approval. If the Plans and Specifications and related documentation are not approved, the lot owner agrees to refrain from any construction thereupon, and has the right to resubmit new plans, designs or drawings for approval to the Developer.
 - (6) Alteration of Exterior. No alteration in the exterior of any buildings or structures shall be made without written approval as required herein.
 - (7) Changes. No changes or deviations in or from the Plans and Specifications as approved shall be made without the prior written consent of the Developer.
- (k) Site Development. Grading of each building site and setting of finished floor elevations of associated structures shall be completed such that water drainage around and away from completed structure does not encroach on adjacent properties.

The front yard of each lot shall be sodded or seeded by the owner of the lot after substantial completion of any principal structure thereas and as soon as weather reasonably permits. A variance may be granted by the developer on front yards larger than ten thousand (10,000) square feet. The remaining lot area shall be sodded or seeded as weather permits. The grading of each lot site shall be in conformance with approved engineering and grading plans of Developer.

Complete landscape development of each lot shall be required within a reasonable time period following construction but not to exceed one (1) year. The developer will require minimum foundation plantings and one (1) shade tree of two (2) inch or larger on each lot.

4. **TEMPORARY STRUCTURES.** No trailers, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and the appropriate authority has issued a certificate of occupancy. Homes shall be completed within twelve (12) months of the issuance of the building permits for the homes.
 - (a) **Maintenance of Lot Site During Construction.** During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway: debris and waste shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing on adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance at all times.
5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots, unless such division is carried out by Developer on a lot or lots owned by Developers at the time of the division. However, the Developer, at Developers sole discretion, may permit a portion of a larger lots to be added to an adjacent lot to create a larger lot, and further provided that the location of the new building setback line shall be modified to reflect the new size of each lot.
6. **FOLIAGE REMOVAL** No trees or significant foliage, other than trees or foliage which are dead, hazardous or reasonably impede construction of a residence, shall be destroyed or removed from any lot without the written consent of the Developer.
7. **OFFENSIVE ACTIVITIES.** No noxious or offensive trade or activity shall be carried on upon any lot or other part of the Subdivision which may be or may become a nuisance, hazard, or danger to the neighborhood.
8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or pet enclosure must not be visible from street and approved in writing by Developer.
9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a property presents a nuisance or an unattractive appearance because of accumulated debris, weeds, or grasses, the Developer shall attempt to notify the owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed, if more current information is not available, to the address listed with the Tazewell County Supervisor of Assessments for the mailing of tax bills for said lot. If the condition of said lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake any such reasonable acts as may be necessary

to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner along with interest at 12 percent, costs, and attorney's fees and at the option of the Developer, may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owners property as permitted by law and the Developer shall have the right to bring action for the collection thereof, and to foreclose such lien.

10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed from view. Yard clippings or debris shall not be disposed of on lots or common areas.
11. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats or other objects of substantial size, whether operative or inoperative, may be stored on a regular basis within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.
12. **SUPPLY STORAGE.** Except as necessarily incidental to construction of buildings and structures on lots, no new or used construction materials, supplies, unused machinery or the like shall be kept or allowed to remain in the Subdivision unless stored and concealed inside a building.
13. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to said easement property for the purpose of serving individual lots, the Subdivision and adjoining property with standard public utilities, including, without limitation, electric, gas, water sewer, television cable, and telephone service. No permanent buildings, structures, or other significant foliage shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping, driveways, and other purposes that do not interfere with the maintenance or use of said easements.
14. **MAILBOXES.** In conjunction with each dwelling house shall be installed by the lot owner, a mailbox of a standard design approved by the Developer to conform with regulations of the United States Postal Service.
15. **OUTDOOR LIGHTING** All lot owners upon completion of construction of the residence shall install in the front area of their lot, suitable lighting for night illumination for the frontage area of their lot. Lighting shall have an electric eye and shall be within thirteen (13) feet of the front curb but not closer than ten (10) feet from the curb.

16. **FENCING.** No enclosures or fences shall be constructed along or within the borderline of any lot without the written permission of the Developer.
17. **AMENDMENT OF RESTRICTIONS.** Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to modify or annul any of the restrictions detailed herein by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois, provided, however, that no such annulment or modification shall significantly alter or impede the development of the Subdivision as contemplated herein. In furtherance of the foregoing, each deed, mortgage, trust deed, or other instrument effecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer and a consent to the power of the Developer to make, execute, record amendments. This power shall terminate when the Developer no longer holds title to any lot. Upon the sale of all of the Developers interest in the Subdivision, these Restrictions may be modified or amended by the affirmative vote of two-thirds of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue. At the time of amendment, the Developer shall have the right to determine and record in the amendment the setback, footage, and permitted exterior requirements for the property. In furtherance thereof each deed, mortgage, trust deed, or other instrument affecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer.
18. **ENFORCEMENT OF RESTRICTIONS.** The Developer, the Association, and any lot owner in the subdivision shall be entitled to prosecute in any proceeding any owner violating or attempting to violate any of the restrictions and covenants contained herein, to obtain injunctive relief to prevent said owner from committing or continuing said violation and to recover damages for such violation including attorneys' fees and costs. Failure to enforce the covenants and restrictions shall not be deemed a waiver at the right to do so respecting any violation or subsequent violation.
19. **INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgement or Court order shall not affect any remaining Restrictions, which shall remain in full force and effect and be constructed, as clearly as possible, with the original intent of the Developer.
20. **ASSIGNMENT BY DEVELOPER.** The Developer shall have the right to sell, assign, transfer or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment of said representative.
21. **CERTIFICATE OF COMPLIANCE.** Upon the request of the owner of any lot, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions if the building does comply.

LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regards to his powers or duties expressed herein constitute or give rise to any liability against the Developer.

WRC, INC.

By: Mark W. Helmuth, Pres.
MARK W. HELMUTH, President

ATTEST: Juliana Fuchs, Sec.
JULIANA FUCHS, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that **MARK W. HELMUTH** personally known to me to be the President of WRC, Inc. and **JULIANA FUCHS** personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and as Secretary of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary acts, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of Feb, 20 04.

Susan M. Stafford
Notary Public



TAZEWELL COUNTY

200600006958
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
03-31-2006 At 02:15 pm.
AMD RESTR 35.75
KHSP Surcharge 10.00

Prepared by & Return to:

DUSTIN E. ESSIG
Attorney at Law
135 Washington Square
Washington, IL 61571

JAME

**DECLARATION OF AMENDED RESTRICTIONS
Oak Creek Section 4**

THIS DECLARATION OF AMENDED RESTRICTIONS is made this 21st day of March, 2006 by WRC, INC., an Illinois corporation, developer (hereinafter "Developer") of Oak Creek Section Four, as shown on Plat recorded February 4, 2004 in Plat Book "YY" at Pages 138-139, as Document No. 04-3000. The following amendment affects the Declaration of Restrictions dated February 4, 2004 and recorded February 4, 2004 as Document No. 04-3001:

The following paragraph is added:

22. EROSION CONTROL / EPA & IEPA REGULATIONS. Lot Owner shall be responsible for compliance with any City ordinances, State statutes, Federal statutes, Environmental Protection Agency ("EPA") and Illinois Environmental Protection Agency ("IEPA") regulations, and shall hold Developer harmless from any claims, penalties or other costs related to violation by lot owner of any of the referenced rules. Further, if Developer incurs costs related to failure of Lot Owner to comply with these referenced ordinances, statutes, or regulations, the Lot Owner shall reimburse Developer for these costs, including costs incurred if Developer carries out activities on Owner's lot or areas adjacent thereto to achieve compliance. Lot Owner shall also be responsible for attorney's fees incurred by Developer related to these ordinances, statutes or regulations and any costs and fees incurred in any action by Developer to obtain reimbursement from Lot Owner. Developer shall also have the right to place a lien on the lot involved in the violation to secure payment of any costs and fees Developer incurs. Developer has developed and had IEPA approved for a Stormwater Pollution Prevention Plan for the Subdivision. If Developer's IEPA permit has been terminated, Lot Owner shall submit a Notice of Intent to IEPA 30 days before the starting construction on their lot and develop a Stormwater Pollution Prevention Plan for said lot and obtain any necessary permits from any governmental agency regulating construction on said lot. Lot Owner shall consult Developer prior to starting construction to determine if the Developer's IEPA permit has been terminated.

This amendment is specifically for the paragraph stated herein, and does not affect any other paragraphs in said Restrictions, and the Restrictions not modified shall remain in full force and effect.

WRC, INC.

By: Mark W. Helmuth, Pres.
MARK W. HELMUTH, President

ATTEST: Juliana Fuchs, Sec.
JULIANA FUCHS, Secretary

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that MARK W. HELMUTH personally known to me to be the President of WRC, Inc. and JULIANA FUCHS personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and as Secretary of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary acts, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of March, 2006.



Susan M. Stafford
Notary Public

LEGAL DESCRIPTION:

Lots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 and 80 in OAK CREEK SECTION FOUR, a Subdivision of part of the Northwest Quarter of Section 10, Township 26 North, Range 3 West of the Third Principal Meridian, as shown on the Plat of Subdivision recorded February 4, 2004 in Plat Book "YY" at Pages 138-139, as Document No. 04-3000, situated in TAZEWELL COUNTY, ILLINOIS.

<u>PIN</u>	<u>Lot</u>	<u>Address</u>
02-02-10-106-017	51	1601 Magnolia
02-02-10-106-016	52	1605 Magnolia
02-02-10-106-015	53	1609 Magnolia
02-02-10-106-014	54	1613 Magnolia
02-02-10-106-013	55	1617 Magnolia
02-02-10-106-012	56	1616 Magnolia
02-02-10-106-011	57	1612 Magnolia
02-02-10-106-010	58	1608 Magnolia
02-02-10-106-009	59	1604 Magnolia
02-02-10-106-008	60	1600 Magnolia
02-02-10-106-007	61	1709 Sycamore
02-02-10-106-006	62	1723 Sycamore
02-02-10-106-005	63	1727 Sycamore
02-02-10-106-004	64	1731 Sycamore
02-02-10-106-003	65	1737 Sycamore
02-02-10-106-002	66	1741 Sycamore
02-02-10-106-001	67	1745 Sycamore
02-02-10-105-001	68	1746 Sycamore
02-02-10-105-002	69	1740 Sycamore
02-02-10-105-003	70	1736 Sycamore
02-02-10-105-004	71	1732 Sycamore
02-02-10-105-005	72	1728 Sycamore
02-02-10-105-006	73	1724 Sycamore
02-02-10-105-007	74	1720 Sycamore
02-02-10-105-008	75	1716 Sycamore
02-02-10-105-009	76	1712 Sycamore
02-02-10-105-010	77	1708 Sycamore
02-02-10-105-011	78	1704 Sycamore
02-02-10-105-012	79	1700 Sycamore
02-02-10-105-013	80	1618 Sycamore