

Instrument Prepared By and Return
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FIRST AMERICAN TITLE

ORDER #

1341224

1 of 3

**DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLOW CREEK
PHASE 5, VILLAGE OF METAMORA,
COUNTY OF WOODFORD, STATE OF ILLINOIS**

1. DECLARATION

1.1 The undersigned, MORE HOUSE DEVELOPMENT, INC., an Illinois corporation, being the Owner, Subdivider and Developer, of Willow Creek Phase 5, said Phase 5 including but being limited to Lots 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 111A, 112, 112A, 113, 113A, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 136A, 137, 138, 138, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150 and 151 of Willow Creek, a Subdivision in the Village of Metamora, County of Woodford, State of Illinois, which was laid out into lots and a plat of the Subdivision having been recorded in the office of the Recorder of Woodford County, Illinois in Plat Book 51, Page 48, on the 8th day of February, 2006, hereby declare and impose the following covenants, restrictions, conditions, reservations, and agreements upon the Subdivision and the lots therein, and these covenants shall be come a part of the plat and shall govern the uses and purposes to which any of the lots or common areas in the Subdivision shall be put.

2. DEFINITIONS

2.1 The following terms, set forth in paragraph 2.1.1 through 2.1.6, as used in this instrument, unless the context otherwise requires, shall have the meanings ascribed to them. All other words and terms used in this instrument shall have their ordinary and customary meanings.

2.1.1 "covenants" means the covenants and restrictions contained in this Declaration of Covenants and Restrictions of Willow Creek Phase 5, a Subdivision in the Village of Metamora, County of Woodford, State of Illinois.

2.1.2 "Developer" means MORE HOUSE DEVELOPMENT, INC., an Illinois corporation, or its corporate successor or successors in interest.

2.1.3 "lot" or "lots" means the lots, or any of them, as shown on the plat of Subdivision.

2.1.4 "owner" means any person or entity who owns the legal or equitable title to any lot or lots in the Subdivision.

2.1.5 "plat" or "plat of Subdivision" means the plat of subdivision of Willow Creek Phase 5, a Subdivision in the Village of Metamora, County of Woodford, State of Illinois.

2.1.6 "Subdivision" means "Willow Creek Phase 5, a Subdivision in the Village of Metamora, County of Woodford, State of Illinois.

3. APPLICATION OF COVENANTS AND RESTRICTIONS

3.1 These covenants relate to the entire Subdivision and all lots therein and are intended to provide a uniform plan for the improvement and development of the entire Subdivision. The covenants run with the land and are binding upon the heirs, assigns, devisees, and legal representatives of the present and subsequent owners of any one or more lots in the Subdivision and are for the benefit of any person or persons who may now or hereafter hold title to any one or more lots in the Subdivision.

3.2 All of the materials, information, and restrictions as shown on the plat of the Subdivision, whether textually or graphically shown thereon, including but not limited to, boundaries, designation of uses of lots and common areas, dedicated streets and ways, descriptions, easements, setbacks, utilities, locations, and legends, are fully incorporated herein by reference, and made a part hereof.

3.3 The Developer may cause these covenants to apply to additional real estate which is not currently in the Subdivision by filing a written declaration to that effect in the office of the Recorder of Woodford County, Illinois.

4. DURATION AND AMENDMENT

4.1 The covenants contained herein shall be valid and binding and continue in force until January 1, 2026, provided, however, that on or after April 1, 2006, the covenants, or any of them may be amended or revoked as set forth in paragraph 4.3.

4.2 Upon January 1, 2026, and thereafter, these covenants shall be automatically extended for successive periods of twenty-five years, unless an instrument terminating these covenants is filed with the Recorder of Woodford County, Illinois, or unless this continuation provision is amended or revoked pursuant to paragraph 4.3.

4.3 These covenants may be amended or revoked in any or all particulars by a written declaration executed by the Developer. When ninety per cent (90%) of the lots in the Subdivision have been sold by the Developer, or its successor in interest, these covenants may be amended or revoked by the owners of a majority of the lots in the Subdivision. Such declaration shall become effective only upon being recorded in the office of the Recorder of Woodford County, Illinois.

4.4 The Developer may transfer any or all of its rights and powers under these covenants, including, without limitation, the power to amend or revoke all or any part of these covenants, to any individual, corporation, or other entity. In the event of such transfer, the successor entity shall have all of the rights and powers reserved to the Developer under these covenants.

5. AMENDMENT OF PLAT

5.1 So long as the Developer owns any lot in the Subdivision, the Developer retains the right to amend the plat of the Subdivision, or to resubdivide any portion of the Subdivision, by proper written plat or document recorded in the office of the Recorder of Woodford county, Illinois; provided, however, that no such amendment by the Developer shall in any way alter the boundaries, setbacks, easements, or similar features on any lot in the Subdivision which is owned by any owner other than the Developer, unless the owner of the lot joins in the amendment or resubdivision.

6. VARIANCE

6.1 If strict compliance with these covenants, in the opinion of the Developer or Homeowners Association, as the case may be, causes undue hardship on the owner of any lot or lots, a variance may be given in writing by the Developer to alter in such case the requirements of these covenants as to such lot or lots in the pertinent respects. If such variance is granted, it shall have the effect of a waiver of the pertinent paragraphs of these covenants. The variance or waiver shall in no way affect these covenants, or the application of these covenants as to any other lot or lots.

7. DEVELOPER APPROVAL

7.1 No residence shall be erected upon any lot in the Subdivision unless the design, size, structure, and location thereof have been approved in advance in writing by the Developer. The Developer, or its successor in interest, shall have the right to approve or reject any plan, and that decision shall be final.

7.2 All contractors must be disclosed to and approved in writing by the Developer prior to the commencement of any construction or improvement.

8. USE OF LOTS

8.1 No lot or lots shall be further subdivided or resubdivided, except by the Developer as set forth in paragraph 5.1. No owner may sell, lease or rent a portion of any lot or lots.

8.2 No trailer, basement, tent, shack, garage or similar structure shall at any time be used as a residence temporarily or permanently on said premises, nor shall any structure of a temporary character be permitted; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of a residence in the Subdivision.

8.3 No exterior dish antennas which exceed 24 inches in diameter shall be erected or installed on any lot or on the exterior of any residence.

8.4 No exterior radio towers, exterior radio antennas, or any other similar device, shall be erected or installed on any lot or on the exterior of any residence unless approved in writing by the Developer prior to the commencement of any construction.

8.5 All unlicensed or disabled vehicles must be removed from any lot or tract within the Subdivision or housed in a garage within 72 hours.

8.6 No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, religious, fraternal, or other business purposes. The only exception to this shall be for home offices which have no employees, drive-up customers or regularly scheduled delivery trucks.

8.7 No commercial sign shall be erected or maintained upon any lot by anyone other than the Developer, except for a single "for sale" sign or a single sign used by the builder, property owner, or realtor, to advertise the property during or after construction not exceeding sixteen (16) square feet.

8.8 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Pet runs or

enclosures shall not be allowed. Pets shall not be allowed to roam unattended beyond the boundary of the owner's lot.

8.9 No exterior kennels or runs for dogs or other animals shall be erected or maintained upon any lot with the Subdivision.

8.10 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, nor shall any unsightly property be stored or kept upon any of the premises. This shall include noise caused by music, shouting, yelling, sports activities, unmuffled vehicles, abnormally loud yard maintenance equipment, etc. that unreasonably disturbs the ability of others in the Subdivision to exercise the peaceful and quiet enjoyment of their property, taking into account the character, intensity, duration and time of day the noise or activity occurs.

8.11 The lakes which shall be constructed on Lot 132A shall be named Stone Lake and Cedar Lake. The park on Lot 132A shall be named Stone Lake Park.

9. CONSTRUCTION

9.1 Only single family residences shall be constructed, subject to the provision for detached outbuilding at Paragraph 9.6, below. Each single level residence which is constructed on a lot in the Subdivision, shall contain not less than 1,700 square feet of enclosed living space. Each multi-level residence which is constructed on a lot in the Subdivision, shall contain not less than 2,100 square feet of enclosed living space. The term "enclosed living space" shall mean that total area within the proposed residence exclusive of garages, porches, patios, decks, terraces, breezeways and basements. Finished basements of two-story homes and lower levels of ranch homes shall not be included when determining the square footage of the enclosed living space.

9.2 Each residence constructed on a lot in the Subdivision must provide an attached enclosed garage. The garage shall have at least two (2) bays, but not more than three (3) bays. Such garage shall be in conformity with the attached residence as to exterior finish, architecture and location.

9.3 At least fifty per cent (50%) of the front of each residence shall be finished in brick, stone or EIFS, or an alternative finish approved by the Developer. On corner lots, the front of the residence is deemed to be only that portion of the residence which faces the same street that the front entrance faces.

9.4 The roof line on each residence constructed in the Subdivision shall have a pitch of not less than six/twelve, except the roof line of porches or rear elevations for which architectural design requires a pitch of less than six/twelve.

9.5 No mobile homes, "double-wide" homes, or manufactured homes may be placed in the Subdivision. No basement home, log homes, "A-frame" homes, garage home or temporary residence of any kind shall be used as living quarters or permitted on any lot. Modular construction housing is allowed, but modular construction housing in the Subdivision is strictly limited to housing manufactured by Homeway Homes of Deer Creek, Illinois. The Developer shall have the exclusive right to determine if the construction in said Subdivision complies with this sections.

9.6 All residences and other structures in the Subdivision which are served by utilities must be supplied by underground electrical systems and utility distribution systems and services.

9.7 Any detached outbuilding shall be like construction of the dwelling, on a permanent foundation, and shall not exceed fifteen (15) feet in height. Any such structure must be approved by the Developer prior to construction.

9.8 Only new material shall be used in any construction on any lot, except that "used brick" is permitted. Except as necessarily incidental to the construction of the building, fence or other approved structure in the Subdivision, no new or used construction material or supplies, junk, wrecked or unused machinery, commercial property or equipment or the like shall be kept or allowed to remain in the Subdivision, except inside a building.

9.9 No fence or wall shall be constructed in front of a residence. Restrictions on rear yard fences are as set forth in the following subparagraphs:

9.9.1 No fence, wall or other dividing structure shall be constructed, grown, or maintained on any lot without prior written permission of the Developer. No such fence, wall, or other dividing structure, except plantings, shall exceed six (6) feet in height from the ground. No boundary fence, regardless of type, may be constructed on an easement. The finished surface of any fence must face outward, with the structural portion of the fence facing inward to the lot upon which the fence is located.

9.9.2 On lots 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144 and 145, which are referred to as "lake lots", no side yard or rear yard privacy fences are allowed. On said lake lots, owners may enclose a portion of the rear yard, for purposes of child safety, with a "see through" fence, such as a picket fence. However, no such fence shall be higher than four (4) feet, and such fence shall not be located closer than twenty (20) feet to the rear lot line.

9.9.3 On lots 113, 114, 115, 116, 117, 118, 119, 120 and 121 commonly referred to as "park lots", no side or rear yard fences of any type or dimension are allowed.

9.10 Each lot owner shall provide a screened area not generally visible from the streets of the Subdivision to act as a service yard and an area for the storage of garbage receptacles or similar storage receptacles.

9.11 In conjunction with each dwelling erected, each owner shall install and maintain in operating condition at least one (1) electrically powered postlight controlled by an automatic dusk to dawn activated photoelectric cell between the front building setback line and the street right-of-way line.

9.12 No gravel driveways or approaches will be allowed. A driveway of concrete will be required, and said driveway shall extend from the garage door to the curb, and the width of the driveway shall be sufficient to accommodate each bay of the garage.”

9.13 No dirt shall be removed from the Subdivision without the approval of the Developer and all excess dirt shall be distributed in the Subdivision to the lower ground where it is needed at the discretion and direction of the Developer.

9.14 The owners of all lots in the Subdivision, other than the Developer, shall have the obligation to install sidewalks, curb cuts, driveway aprons, and handicap ramps on each side of the lot which faces a public right-of-way, all said features to be designed and installed in full compliance with the specifications of the Village of Metamora.

9.15 The front yard of each residence must be sodded at the owner’s expense. On corner lots, the owner must sod only the yard in front of the front entrance to the residence.

10. MAINTENANCE AND REPAIR

10.1 All lots and improvements thereon shall be kept, maintained and repaired in good condition at all times. Any damage resulting from casualty loss to any improvements shall be immediately repaired or replaced by the owner to the original condition, as nearly as possible.

10.2 Tree and yard maintenance with motorized equipment shall be performed between 7:30 a.m. and 8:30 p.m. Construction and maintenance crews working in any part of the Subdivision are exempt from this restriction.

10.3 Garbage cans or receptacles may not be set out for collection more than 12 daylight hours before pick up time. Cans or receptacles shall not remain out past dusk on the day of collection.

10.4 Developer shall have the right to enter upon any lot, at reasonable times and after reasonable notice, for the purpose of maintaining, renewing, or reconstructing any utilities, facilities, or other improvements, which benefit the lot upon which those features lie or benefit any other lot.

11. EASEMENTS

11.1 Utility and drainage easements as shown on the plat of Subdivision are hereby reserved for the use of public and private utilities to install, lay, construct, renew, operate and maintain drainage, gas pipes, conduits, cables, and wires, for the purpose of serving the Subdivision and adjoining property with gas, water, sewer, electricity, cable television and telephone service, including the right to use the streets where necessary, together with the right to enter upon the lots at all times to install, construct, renew, operate and maintain said drainage, gas pipes, conduits, cables, and other appliances, and to trim and keep trimmed any trees, shrubs, or saplings that interfere or threaten to interfere with said public utility equipment and services.

11.2 No buildings or improvements shall be placed on the easements, in the Subdivision, but the easements may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for utility and drainage purposes.

12. ENFORCEMENT AND VALIDITY

12.1 The Developer or the owner or owners of any one or more lots in the Subdivision are hereby granted a private right of action to enforce these covenants, either to prevent a threatened or ongoing violation of the covenants, or to recover damages which result from any existing or threatened violation. In the event that the Developer brings any action to enforce these covenants, the Developer shall be entitled to recover its costs, including reasonable attorney's fees, incurred in enforcing these covenants, whether incurred prior to or during litigation.

12.2 In the event that any of these covenants is held invalid or void by any court of competent jurisdiction, that invalidation shall in no way effect any of the other provisions in these covenants, and the remaining provisions shall remain in full force and effect.

12.3 Failure by the Developer or its corporate successor in interest, to enforce any covenant or provision contained herein shall not be deemed a waiver of the right to enforce that covenant or provision in the event of a subsequent breach or default.

12.4 Developer shall have the right to enter upon any lot within the Subdivision for the purpose of ascertaining whether the owner of such lot is in compliance with these covenants, and, if Developer so elects for the purpose of performing obligations hereunder on behalf of a party in default hereof.

13. MISCELLANEOUS

13.1 All residential lots within Willow Creek Phase 5 shall be subject to membership in a homeowner's association, namely Willow Creek of Metamora Homeowners Association, Inc., an Illinois not-for-profit corporation, and the owners of lots in Willow Creek Phase 5 shall be members of that homeowner's association, subject to the rights and obligations established by the

organizing documents and bylaws of that association. Membership in the homeowner's association by owners of lots in Willow Creek Phase 5 shall be mandatory.

13.2 The Developer shall be responsible for the construction, repair, and maintenance of the Lakes, the concrete spillway, all decorative rock on concrete channels and aprons, and all decorative rock and concrete and metal culverts, headwalls, and wingwalls on the lake lot. The Developer shall be responsible for the construction, repair, and maintenance of any improvements in the park area. In the event that a homeowner's association is formed, and the lake lot or park lot are conveyed to the homeowner's association, the homeowner's association shall assume the Developer's obligations with regard to the lake and park lots. Notwithstanding any provision in this paragraph, the Developer reserves the right to convey the lake lot, the park lot, and any ancillary lots which serve the lake or the park to the Metamora Park District. Upon conveyance by the Developer of the lake lot, the park lot, or any ancillary lots which serve the lake or the park, the Developer's obligation for construction, repair and maintenance shall terminate.

13.3 The section headings contained herein are for convenience only and are not intended to define or limit the contents of the respective sections and paragraphs.

13.4 These covenants, and any amendments thereto, shall be construed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, MORE HOUSE DEVELOPMENT, INC., an Illinois corporation, has caused these presents to be executed this 9th day of February, 2006.

MORE HOUSE DEVELOPMENT, INC., an Illinois corporation

BY: James H. Schrepfer *President*
James H. Schrepfer, President

Attest:

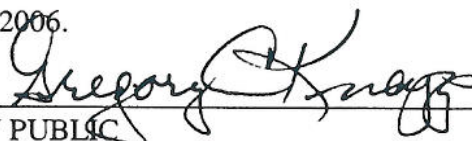
Richard F. Schrepfer
Richard F. Schrepfer, Secretary

STATE OF ILLINOIS)
)SS.
COUNTY OF WOODFORD)

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify, that James H. Schrepfer and Richard F. Schrepfer, personally known to me to be the President and Secretary, respectively, of MORE HOUSE DEVELOPMENT, INC., an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing

instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Dated this 9th day of February, 2006.



NOTARY PUBLIC

