

Pages



**SHIRLEY R. KUSTA
WILL COUNTY RECORDER**

WILL COUNTY OFFICE BUILDING
302 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432
815-740-4637

STATE OF ILLINOIS)
)
COUNTY OF W I L L)

I, SHIRLEY R. KUSTA, RECORDER OF DEEDS IN AND FOR SAID COUNTY AND STATE AFORESAID, AND KEEPER OF THE RECORDS OF SAID OFFICE, DO HEREBY CERTIFY THAT THE ATTACHED IS A MINOLTA COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN MY OFFICE, ON THE 6th DAY OF JULY, A.D. 19 79 AT 9.12 O'CLOCK A M., AS DOCUMENT NUMBER R79-23832 AND RECORDED IN BOOK XXXXXXXX ON PAGE XXXXXX MICROFILMED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT JOLIET, IN THE COUNTY OF WILL, THIS 2nd DAY OF AUGUST, A.D. 1991.

Shirley R. Kusta
RECORDER OF DEEDS

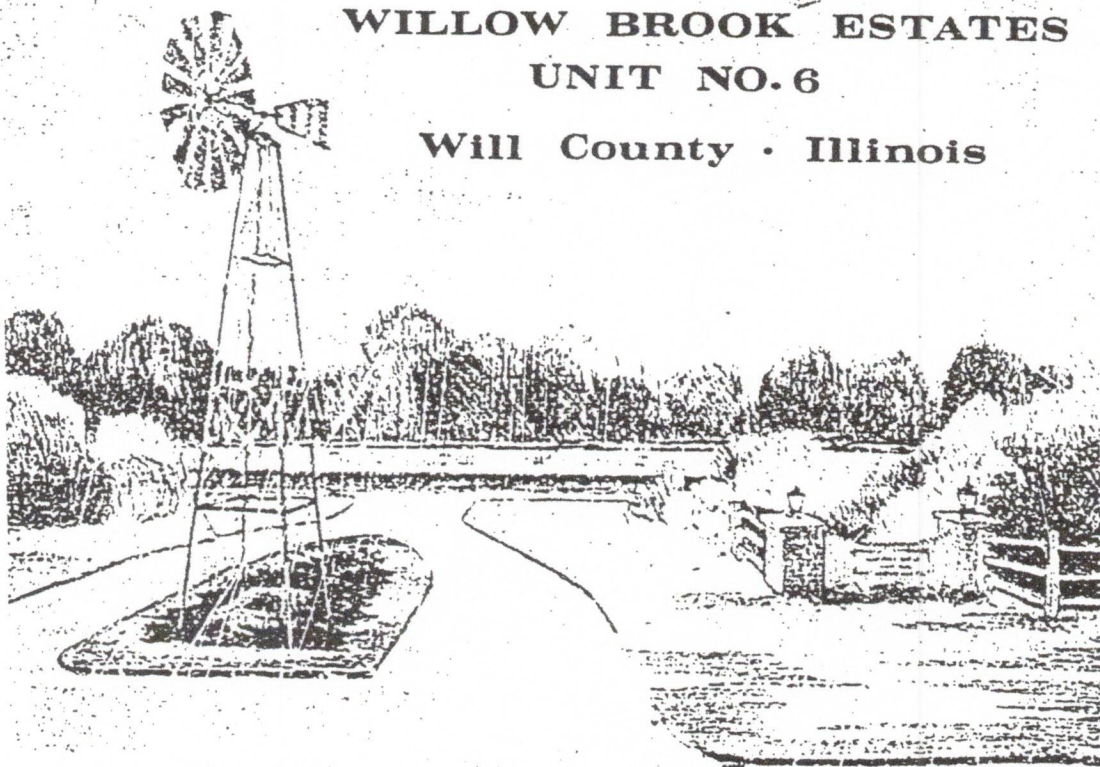
(SEAL)

R79-2383

**DECLARATION OF
PROTECTIVE COVENANTS**

**WILLOW BROOK ESTATES
UNIT NO. 6**

Will County • Illinois



Prepared for: Mr. & Mrs. John Allen Parker
Prepared by: Michael L. Ives & Associates, Inc.

Crete, Illinois
Hinsdale, Illinois

R79-23832

DECLARATION OF PROTECTIVE COVENANTS

WILLOW BROOK ESTATES
WILL COUNTY, ILLINOIS

THIS DECLARATION is made and dated this _____ day of _____, 1979,
WILLOW BROOK ESTATES, having its office and principal place of business in Crete,
Illinois, hereinafter referred to as Declarant, its successors or assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of
this declaration, and is desirous of subjecting said real property to the conditions,
covenants, restrictions, reservations, and easements hereinafter set forth, each and
of which is and are for the benefit of said property and each owner thereof, and
all inure to the benefit of and pass with said property, and each and every parcel
thereof;

NOW, THEREFORE, WILLOW BROOK ESTATES, hereby declares that the
property described in and referred to in Article I hereof is, and shall be, held,
transferred, sold, conveyed, and occupied subject to the conditions, covenants,
restrictions, reservations, and easements (sometimes hereinafter collectively referred
to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in Crete Township, Will County, Illinois, and is more particularly described as follows, to-wit:

Being a resubdivision of Lots 9 and 16 in the subdivision of the northeast ¼ of Section 7 and also part of Lot 17 in the Assessor's subdivision of fractional Section 8, all in Township 34 North, Range 15 east of the Third Principal Meridian, Crete Township, Will County, Illinois. (Containing 103.835 Acres more or less).

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvement of WILLOW BROOK ESTATES and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon; with appropriate locations thereon to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a highest type and quality of improvement in WILLOW BROOK ESTATES; and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire WILLOW BROOK ESTATES and convenience to all residents.

ARTICLE III

DEFINITIONS

BASEMENT. A portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

BUILDABLE AREA. (for the purpose of measuring lot width). The narrowest width of a lot within the 30 feet or 40 feet of the lot, as the case may be per the recorded plat of subdivision, situated immediately in back of the front yard setback line within the side yard setback lines as established by the recorded plat of subdivision.

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal or chattel.

BUILDING, ACCESSORY. A subordinate building or portion of a principal building the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves, and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

CELLAR. That portion of the interior area of a building having its floor area below grade and having half or more than half of its clear floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the building front.

DECLARANT. WILLOW BROOK ESTATES, its successors and assigns.

DWELLING. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, or trailers.

LOT. A parcel of land in this subdivision, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side, and rear lot lines.

LOT LINE, FRONT. That boundary line of a lot which is along a dedicated street line.

LOT LINE, REAR. That boundary of a lot which is most distant from and is, or is approximately parallel to the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

SIDE STRIP. The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

STORY. That portion of the interior of a building included between the surface of the ground or any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story and a cellar shall not be counted as a story.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is improved for principal or accessory use.

STRUCTURE. Anything erected or constructed the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

ARTICLE IV

GENERAL RESTRICTIONS

1 Land Use and Building Type

All lots in WILLOW BROOK ESTATES shall be used for private residence purposes only and no building shall be erected, re-erected or maintained thereon, except one dwelling, designed by a licensed architect and erected for occupancy by one family, and an attached private garage containing no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants of the owner or occupants but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location as hereinafter provided or as approved in writing by the Architectural Review Committee.

2 Building Height

No dwelling shall be erected, altered, or placed on a lot which is more than two and one-half stories or 30 feet in height, whichever is lesser. No accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by the Architectural Review Committee.

3 Dwelling Quality and Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Architectural Review Committee: All dwellings shall be constructed in accordance with the applicable building codes and with more restrictive standards that may be required by the Architectural Review Committee. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be:

- a For one-story dwellings - not less than 1,600 square feet.
- b For dwellings of more than one-story - not less than 1,000 square feet of ground coverage, and the total living area in the dwelling shall be not less than 1,800 square feet.

4 Location on Lot

No building shall be located on a lot nearer to a street right-of-way line than the minimum front yard setback as shown on the recorded plat of subdivision of this subdivision. No dwelling shall be located within 45 feet of a rear lot line except where individual permission may be given by the Architectural Review Committee. No dwelling shall be located within 15 feet of a side lot line not adjoining a street, or 10 feet in the instance of those lots abutting a dedicated pedestrian trail. Tennis courts and swimming pools shall be screened from any street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Review Committee. No tennis court or swimming pool shall be located on a lot within the front yard building setback area.

5 Driveways.

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Review Committee.

6 Natural Drainage Ways

Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time the lot owner may, with the written approval of the Architectural Review Committee, take such steps as shall be necessary to remedy such condition provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any lot shall be made by the lot owner in such manner as to cause damage to other property.

7. Easements

In the recorded Plat of Subdivision of WILLOW BROOK ESTATES, Declarant has:

- a. Granted an easement to utility companies and their respective successors and assigns within the area as shown by broken lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to trim or remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted;
- b. created an easement for surface drainage swales in and along the streets and such other locations as are shown by dotted lines and marked "Drainage Easement" on the plat; and
- c. reserved an assignable easement for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping and the maintenance of side strips, parkways, and woods in and along the streets on the plat.

8. Home Occupations, Nuisances, and Livestock

No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in WILLOW BROOK ESTATES. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats over four months of age shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted as or if allowed by the Will County Ordinance. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any lot may be used as a habitual parking place for commercial vehicles except that pick-up trucks of up to one ton in weight may be parked within an enclosed garage. The parkway (side strip) located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The

term "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph 8 of this Article IV.

9 Plant Diseases or Noxious Insects

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

10 Nameplates and Hospitality Light Standards or Flag Poles

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 180 square inches in area, and contain the name of the occupant/or the address of dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard, provided that the height of the nameplate is not more than four (4) feet above the adjoining ground grade. One hospitality light standard, of a design approved by the Architectural Review Committee, may be located within the front yard. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Review Committee.

11 Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph 1 of this Article IV) and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.

12 Architectural Controls

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and 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 the Architectural Review Committee. The Architectural Review Committee 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 the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscaping plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in WILLOW BROOK ESTATES be permitted except as permitted by the Architectural Review Committee. It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, the Architectural Review Committee will be guided by the standards of good architectural design. The Architectural Review Committee will furnish each lot owner with top of building foundation elevation and each lot owner, prior to submission of plans to the Architectural Review Committee, must comply with said elevation.

13 Underground Wiring

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in WILLOW BROOK ESTATES other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

14 Maintenance of Side Strips

The owners of lots in WILLOW BROOK ESTATES shall be responsible for the maintenance of parkways (side strips) located between their lot lines and edges of street pavements on which said lots face.

15 Willow Brook Estates Option to Purchase If Sold

WILLOW BROOK ESTATES reserves to itself, its successors and assigns, an assignable option to purchase any real property together with any improvements thereon in WILLOW BROOK ESTATES under the following terms and conditions in the event that any owner, from time to time decides to sell any such property and improvements thereon. In said event, two (2) appraisers shall be appointed; one to be appointed by the owner and the other to be appointed by WILLOW BROOK ESTATES, its successors and assigns, and said appraisers shall appraise said premises within fifteen (15) days of the actual receipt by it of notice of intent to sell by such owner. Said WILLOW BROOK ESTATES, its successors and assigns, shall have thirty (30) days to purchase said property and improvements thereon from actual receipt by it of notice from any such owner of such intention to sell

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said property and improvements at the average price contained in the two aforementioned appraisals. Said option shall be effectively exercised, if at all, by a written notice from WILLOW BROOK ESTATES, its successors and assigns, mailed or delivered to said owner within said thirty (30) day period wherein WILLOW BROOK ESTATES agrees to purchase said premises at the aforementioned price. Should WILLOW BROOK ESTATES, its successors, or assigns, fail within said period so as to exercise its option, then the owner of said premises shall have the right to sell said premises to a bonafide purchaser. This option shall terminate twenty-one (21) years after the date on which this Declaration is recorded unless sooner terminated.

16 Deviations by Agreement With Declarant

Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real property in WILLOW BROOK ESTATES.

17 Lake and Community Grounds

The lakes and community grounds within WILLOW BROOK ESTATES may be used by all residents of WILLOW BROOK ESTATES and their guests for recreational purposes. Boating, swimming, fishing and other aquatic sports will not be permitted.

ARTICLE V.

ARCHITECTURAL REVIEW COMMITTEE

1 Creation

The Architectural Review Committee is hereby created. It consists of four members as follows:

John Allen Parker, Sr.
Evelyn Jean Parker
Ronald A. Parker
John Allen Parker, Jr.

In the event of death or resignation of any member of the committee, Declarant shall designate a successor.

2 Procedure

All plans, specifications, and other material shall be filed in the office of the Declarant, Crete, Illinois for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (a) the Architectural Review Committee fails to approve or disapprove within 60 days after submission, the final plans, specifications, and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within 60 days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

ARTICLE VIWILLOW BROOK ESTATES COMMUNITY ASSOCIATION1 Creation and Purposes

There shall be formed an Illinois not-for-profit corporation to be known as the WILLOW BROOK ESTATES Community Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in WILLOW BROOK ESTATES reserved by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of WILLOW BROOK ESTATES.

2 Membership and Voting

Every record owner of a fee simple interest in WILLOW BROOK ESTATES shall become and be a member of the association and such member shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. The Declarant shall be entitled to four votes for each lot which it holds interest, provided that the Declarant's vote shall be converted to one vote for each lot on the happening of either of the following events, whichever occurs earlier:

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- a when the total votes outstanding in the former group (individual record owners) equal to the total votes outstanding in the latter (Declarant); or
- b on December 31, 1988 .

From and after the happening of these events, whichever occurs earlier, all lot owners (both groups), shall be entitled to one vote for each lot in which they hold the interests required for membership.

3 Powers of the Association

The Association shall have the following powers:

- a To the extent such services are not provided by any governmental body:
 - (1) To care for, spray, trim, protect and replant trees on all streets, greenways, parks, and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in the streets and in the parks set aside for the general use of residents and owners of property in WILLOW BROOK ESTATES.
 - (2) To provide for the plowing and removal of snow from public streets and greenway paths.
 - (3) To provide for the cleaning of streets, catch basins, and for the repair and maintenance of storm sewers and appurtenant drainage facilities.
 - (4) To spray and to take other measures for mosquito and fly abatement within WILLOW BROOK ESTATES.
 - (5) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
 - (6) To maintain the entranceways to WILLOW BROOK ESTATES.
- b To mow, care for, and maintain vacant and unimproved property and to remove rubbish from same and to do any other things necessary or desirable in the judgement of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in WILLOW BROOK ESTATES neat in appearance and in good order. All owners of vacant lots are required to maintain their lots, and if not, the Association shall hire the necessary work to be done and charge the lot owner accordingly.

- c To provide for the maintenance of facilities in any public street, park, or entranceways, or on any land set aside for the general use of the property owners and residents in WILLOW BROOK ESTATES.
- d To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
- e To make such improvements to the entranceways to WILLOW BROOK ESTATES and side strips within streets in WILLOW BROOK ESTATES and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the expressed purpose of keeping WILLOW BROOK ESTATES a highly desirable and exclusive residential community.

4. Method of Providing General Funds

- a For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Governors of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment against each lot in WILLOW BROOK ESTATES in any amount not to exceed 25/100 of one cent per square foot, provided, however, that the annual rate of assessment may be increased by an amount not exceeding:
 - (1) 25/100 of one cent per square foot when approved by the affirmative vote of a majority of the members; or
 - (2) 40/100 of one cent per square foot when approved by the affirmative vote of two-thirds of the members;

present at a meeting thereof called and held in accordance with the by-laws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time.

- b In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of eight percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is

levied to secure payment thereof, plus interest. When delinquent payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$10.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

- c. The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.
- d. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5 Additional Members

Every record owner of a fee simple interest in real estate subdivided hereafter by Declarant in WILLOW BROOK ESTATES, Will County, Illinois, shall become a member of the Association, provided that such interest is subjected by Declarant to the Covenants, including this Article VI, herein set forth, as amended from time to time.

6 Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, (except contracts for utilities) and no such contract shall be valid or enforceable against the Association.

7 Procedure for Amendments

This Article VI may be amended at any time by written consent of two-thirds of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such

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members and recorded in the office of the Recorder of Deeds of Will County, Illinois, except that no amendment shall be valid, the effect of which would be to increase the maximum annual rate of assessment herein provided.

ARTICLE VII

GENERAL PROVISIONS

- 1 Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VII for an initial period of 30 years from the date of _____, 1979, and thereafter for successive periods of 15 years each.
- 2 The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in WILLOW BROOK ESTATES any structure which is and remains in violation of the Covenants above set forth, or any of them for a period of 30 days after actual receipt of written notice of such violation from Declarant by the owner of such lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver to the right to do so as to any subsequent violation.
- 3 The record owners in fee simple of the residential lots in WILLOW BROOK ESTATES may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:
 - a Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths of said lots and Declarant consent thereto;

- b Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 15 year period if the record owners in fee simple of at least two-thirds of said lots consent thereto at least five years prior to the end of any such period;
- c Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the office of the Recorder of Deeds of Will County, Illinois;

provided, however, that Article VI hereof may be amended at any time in the manner therein set forth.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Will County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in WILLOW BROOK ESTATES, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

- 4 All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed encumbering any of the real property in WILLOW BROOK ESTATES, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or effect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives successors or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.
- 5 If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
- 6 Declarant reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the Recorder of Deeds of Will

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County, Illinois, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

- 7 Each owner of a lot in WILLOW BROOK ESTATES shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with the Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, WILLOW BROOK ESTATES, has caused this instrument to be executed by its owner, the day and year first above written.

WITNESSED

By *John M. Ferguson*
Notary Public

WILLOW BROOK ESTATES

By: *John Allen Parker*
John Allen Parker
Owner

By: *Evelyn Jean Parker*
Evelyn Jean Parker
Owner



STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

I, MICHAEL C. J. KAMINSKI, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED INTO BLOCKS AND LOTS THE PROPERTY SHOWN ON THE HEREON DRAWN PLAT, AS DESCRIBED IN THE ABOVE CAPTION AND FURTHER DESCRIBED AS FOLLOWS:

LOTS 9 AND 16 IN THE SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, CRETE TOWNSHIP, WILL COUNTY, ILLINOIS, AND ALSO THAT PART OF LOT 17 IN THE ASSESSOR'S SUBDIVISION OF FRACTIONAL SECTION 8, TOWNSHIP 34 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, CRETE TOWNSHIP, WILL COUNTY, ILLINOIS LYING SOUTH OF UNIT NO. 1-A OF CHALLAS ESTATES SUBDIVISION AS RECORDED PER DOCUMENT NO. R77-15197 AND ALSO LYING SOUTH OF ROAD DEDICATION PLAT AS RECORDED PER DOCUMENT NO. R73-35724, ALSO LYING NORTH OF THE OLD HEDGE AND FENCE LINE AND SAID HEDGE AND FENCE LINE EXTENDED AND SAID LINE DESCRIBED AS BEING A STRAIGHT LINE WHICH INTERSECTS THE EAST LINE OF SAID FRACTIONAL SECTION 8, AT A POINT 2361.28 FEET NORTH OF THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 8 AND WHICH INTERSECTS THE WEST LINE OF SAID FRACTIONAL SECTION 8 AT A POINT 2370.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 8 AND EXCEPTING THEREFROM THE EAST 240 FEET OF SAID TRACT BOUNDED ON THE NORTH BY THE SOUTHLINE OF LOT 16 OF SAID ASSESSOR'S SUBDIVISION IN BOUNDED ON THE SOUTH BY SAID OLD HEDGE AND FENCE LINE EXTENDED, AND ALSO EXCEPT THE TRACT DESCRIBED AS THAT PART OF LOT 17 IN SAID ASSESSOR'S SUBDIVISION BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 THAT IS 943.36 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF UNIT NO. 1-A OF CHALLAS ESTATES SUBDIVISION AS RECORDED PER DOCUMENT NO. R77-15197, THENCE SOUTH 71 DEGREES 21 MINUTES 30 SECONDS EAST 248.05 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 18 DEGREES 38 MINUTES 30 SECONDS WEST 186.44 FEET ALONG THE EAST LINE OF SAID LOT 1 EXTENDED SOUTHERLY TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, THENCE SOUTHWESTERLY 221.35 FEET ALONG SAID CURVE (HAVING A RADIUS OF 180.12 FEET A CENTRAL ANGLE OF 70 DEGREES 24 MINUTES 42 SECONDS AND A CHORD DISTANCE OF 207.68 FEET) TO A POINT ON THE SAID WEST LINE OF THE NORTHWEST QUARTER, THENCE NORTH 01 DEGREE 10 MINUTES 25 SECONDS WEST 378.52 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND ALSO THAT PART OF SAID LOT 17 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF CHALLAS ENTRANCE THAT IS 66 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF SAID CHALLAS ENTRANCE AND BURIED OAK DRIVE AS RECORDED PER DOCUMENT NO. R73-35724, THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE CONCAVE NORTHWESTERLY A DISTANCE OF 133.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 05 MINUTES 47 SECONDS, RADIUS OF 449 FEET, TANGENT OF 67.49 FEET AND A CHORD DISTANCE OF 133.48 FEET, THENCE SOUTH 54 DEGREES 15 MINUTES 43 SECONDS EAST 222.94 FEET, THENCE SOUTH 71 DEGREES 21 MINUTES 30 SECONDS EAST 150 FEET TO THE WEST LINE OF DOCUMENT NO. R74-20760, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 210 FEET ALONG SAID WEST LINE TO SOUTH LINE OF SAID CHALLAS ENTRANCE, THENCE NORTH 72 DEGREES 53 MINUTES 24 SECONDS WEST 54.10 FEET ALONG SAID SOUTH LINE, THENCE NORTH 71 DEGREES 21 MINUTES 30 SECONDS WEST 722.69 FEET ALONG SAID SOUTH LINE TO A POINT OF BEGINNING AND ALSO EXCEPT THAT PART OF SAID LOT 17 ENCOMPASSED BY A LINE DESCRIBED AS BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF AN EAST-WESTERLY PUBLIC ROAD WITH THE EAST LINE OF SAID FRACTIONAL SECTION 3886.06 FEET NORTH OF THE SOUTHEAST CORNER THEREOF AND 90 FEET SOUTH OF THE NORTH LINE OF LOT 13 AND SAID ASSESSOR'S SUBDIVISION, THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST 384.76 FEET ALONG THE CENTERLINE OF THE SAID PUBLIC ROAD AND PARALLEL WITH THE NORTH LINE OF THE SAID LOT 13 AND TO THE WESTERLY LINE OF SAID LOT 13 AND AN EASTERLY LINE OF SAID LOT 17 AND TO THE POINT OF BEGINNING, THENCE CONTINUING WESTERLY 55.24 FEET ALONG AN EXTENSION OF THE LAST DESCRIBED COURSE, THENCE NORTH 72 DEGREES 53 MINUTES 24 SECONDS WEST 452.90 FEET ALONG SAID CENTERLINE, THENCE SOUTH 90 DEGREES 00 MINUTES EAST 526.07 FEET PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION, THENCE NORTH 89 DEGREES 49 MINUTES 40 SECONDS EAST 657.38 FEET PARALLEL WITH SAID NORTH LINE EXTENDED AND TO THE EASTERLY LINE OF LOT 17, THENCE NORTH 13 DEGREES 33 MINUTES 36 SECONDS WEST 147.21 FEET ALONG SAID EASTERLY LINE, THENCE NORTH 23 DEGREES 34 MINUTES 56 SECONDS WEST 260.20 FEET ALONG SAID EASTERLY LINE AND TO THE CENTERLINE OF SAID PUBLIC ROAD AND TO THE POINT OF BEGINNING, ALL CONTAINING ~~102.678~~ ACRES MORE OR LESS.

I DO FURTHER CERTIFY THAT THE HEREON DRAWN PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAID SURVEY AND SUBDIVISION AS MADE BY ME. ALL LOT AND STREET POINTS ARE MARKED WITH 1/2" X 19" DIAMETER RODS UNLESS OTHERWISE INDICATED. ALL BEARINGS ARE IN RELATIONSHIP TO AN ASSUMED MERIDIAN. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68 DEGREES FAHRENHEIT TEMPERATURE.

I FURTHER CERTIFY THAT PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS NOT SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE, SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS NOT WITHIN A MILE AND ONE-HALF OF ANY MUNICIPALITY WITH A CERTIFICATION PLAN FILED IN THE OFFICE OF THE RECORDER OF DEEDS.

ZONING & BUILDING OFFICER

SCHOOL SUPERINTENDENT

PLAT OFFICER & CHIEF SUBDIVISION ENGINEER

TOWNSHIP HIGHWAY COMMISSIONER

TAX MAPPING OFFICER

STATE OF ILLINOIS)
) S.S.
 COUNTY OF COOK)

I, MICHAEL C. J. KAMINSKI, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED INTO BLOCKS AND LOTS THE PROPERTY SHOWN ON THE HEREON DRAWN PLAT, AS DESCRIBED IN THE ABOVE CAPTION AND FURTHER DESCRIBED AS FOLLOWS:

LINE TABLE

T	BRG	DIST
1	S 71 16 38 E	66.00
2	N 18 43 22 E	33.00
3	N 18 43 22 E	33.00
4	N 59 25 55 E	97.68
5	S 71 31 10 E	66.00
6	N 87 46 25 E	79.64
7	N 88 45 24 E	29.80
8	N 88 45 24 E	10.00
9	S 29 01 54 E	33.40
10	S 29 01 54 E	31.83
11	S 01 14 36 E	27.95
12	N 01 14 36 W	39.88
13	N 89 49 40 E	39.69
14	S 29 01 54 E	33.40
15	S 29 01 54 E	21.93
16	S 41 23 55 E	22.23
17	S 41 23 55 E	52.47
18	N 01 14 36 W	85.33
19	N 29 30 24 E	42.64
20	N 89 45 24 E	25.00
21	N 29 30 24 E	26.00
22	N 29 30 24 E	71.46
23	N 15 00 24 E	30.39
24	N 15 00 24 E	76.41
25	N 05 14 45 E	84.70
26	N 00 10 20 W	22.00
27	S 73 44 36 E	7.44
28	N 89 44 22 E	32.09
29	N 44 20 50 E	30.30
30	N 61 24 48 W	16.00
31	S 01 17 41 E	20.00
33	N 88 47 15 E	1.51
34	N 13 32 39 W	1.51

LOTS 9 AND 16 IN THE SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, CRETE TOWNSHIP, WILL COUNTY, ILLINOIS, AND ALSO THAT PART OF LOT 17 IN THE ASSESSOR'S SUBDIVISION OF FRACTIONAL SECTION 8, TOWNSHIP 34 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, CRETE TOWNSHIP, WILL COUNTY, ILLINOIS LYING SOUTH OF UNIT NO. 1-A OF CHESAIRE ESTATES SUBDIVISION AS RECORDED PER DOCUMENT NO. R77-15197 AND ALSO LYING SOUTH OF ROAD DEDICATION PLAT AS RECORDED PER DOCUMENT NO. R73-35724, ALSO LYING NORTH OF OLD HEDGE AND FENCE LINE AND SAID HEDGE AND FENCE LINE EXTENDED AND SAID LINE DESCRIBED AS BEING A STRAIGHT LINE WHICH INTERSECTS THE EAST LINE OF SAID FRACTIONAL SECTION 8 AT A POINT 2361.28 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 8 AND WHICH INTERSECTS THE WEST LINE OF SAID FRACTIONAL SECTION 8 AT A POINT 2370.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 8 AND EXCEPTING THEREFROM THE EAST 240 FEET OF SAID TRACT BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 16 OF SAID ASSESSOR'S SUBDIVISION IN BOUNDED ON THE SOUTH BY SAID OLD HEDGE AND FENCE LINE EXTENDED, AND ALSO EXCEPT THE TRACT DESCRIBED AS THAT PART OF LOT 17 IN SAID ASSESSOR'S SUBDIVISION BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 THAT IS 943.36 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF UNIT NO. 1-A OF CHESAIRE ESTATES SUBDIVISION AS RECORDED PER DOCUMENT NO. R77-15197, THENCE SOUTH 71 DEGREES 21 MINUTES 30 SECONDS EAST 248.05 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 18 DEGREES 38 MINUTES 30 SECONDS WEST 186.44 FEET ALONG THE EAST LINE OF SAID LOT 1 EXTENDED SOUTHERLY TO A POINT WEST OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, THENCE SOUTHWESTERLY 221.35 FEET ALONG CURVE (HAVING A RADIUS OF 180.12 FEET A CENTRAL ANGLE OF 70 DEGREES 24 MINUTES 42 AND A CHORD DISTANCE OF 207.68 FEET) TO A POINT ON THE SAID WEST LINE OF THE NORTH QUARTER, THENCE NORTH 01 DEGREE 10 MINUTES 25 SECONDS WEST 378.52 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND ALSO THAT PART OF SAID LOT 17 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF CHALLAS ENTRANCE THAT IS 66 FEET SOUTH OF THE SOUTHWEST CORNER OF THE INTERSECTION OF SAID CHALLAS ENTRANCE AND BURIED DRIVE AS RECORDED PER DOCUMENT NO. R73-35724, THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE CONCAVE NORTHWESTERLY A DISTANCE OF 133.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 05 MINUTES 47 SECONDS, RADIUS OF 449 FEET, TANGENT OF 67.49 FEET AND A CHORD DISTANCE OF 133.48 FEET, THENCE SOUTH 54 DEGREES 15 MINUTES 43 SECONDS EAST 222.94 FEET, THENCE SOUTH 71 DEGREES 21 MINUTES 30 SECONDS EAST 150 FEET TO THE WEST LINE OF DOCUMENT NO. R74-20760, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 210 FEET ALONG SAID WEST LINE TO SOUTH LINE OF SAID CHALLAS ENTRANCE, THENCE NORTH 72 DEGREES 53 MINUTES 24 SECONDS WEST 54.10 FEET ALONG SAID SOUTH LINE TO THE NORTH 71 DEGREES 21 MINUTES 30 SECONDS WEST 222.05 FEET ALONG SAID SOUTH LINE TO A POINT OF BEGINNING AND ALSO EXCEPT THAT PART OF SAID LOT 17 ENCOMPASSED BY A LINE DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF AN EAST WESTERLY PUBLIC ROAD WITH THE EAST LINE OF SAID FRACTIONAL SECTION 8 3886.06 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND 90 FEET SOUTH OF THE NORTH LINE OF LOT 16 AND SAID ASSESSOR'S SUBDIVISION, THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST 884.76 FEET ALONG THE CENTERLINE OF THE SAID PUBLIC ROAD AND PARALLEL WITH THE EAST LINE OF SAID LOT 13 AND TO THE WESTERLY LINE OF SAID LOT 13 AND AN EASTERLY LINE OF SAID LOT 17 AND TO THE POINT OF BEGINNING, THENCE CONTINUING WESTERLY 55.24 FEET ALONG AN EXTENSION OF THE LAST DESCRIBED COURSE, THENCE NORTH 72 DEGREES 53 MINUTES 24 SECONDS WEST 452.90 FEET ALONG SAID CENTERLINE, THENCE SOUTH 00 DEGREES 00 MINUTES EAST 526.07 FEET PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 8, THENCE NORTH 89 DEGREES 49 MINUTES 40 SECONDS EAST 657.38 FEET PARALLEL WITH SAID NORTH LINE EXTENDED AND TO THE EASTERLY LINE OF LOT 17, THENCE NORTH 13 DEGREES 33 MINUTES 36 SECONDS WEST 147.21 FEET ALONG SAID EASTERLY LINE, THENCE NORTH 23 DEGREES 34 MINUTES 56 SECONDS WEST 260.20 FEET ALONG SAID EASTERLY LINE AND TO THE CENTERLINE OF SAID PUBLIC ROAD AND TO THE POINT OF BEGINNING, ALL CONTAINING 102.678 ACRES MORE OR LESS.

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DATED THIS 8th DAY OF June, 1979 AT HOMEROD, ILLINOIS

McBRIDE ENGINEERING

Michael C. J. Kaminski
 MICHAEL C. J. KAMINSKI

R79-23832



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois/62764
Telephone 217/782-5597

June 28, 1979

Will County Recorder
Courthouse
Joliet, Illinois 60434

Dear Sir:


Pursuant to the provisions of "An Act to revise the law in relation to the recorders," approved March 9, 1874, as amended, the Department of Transportation herewith files its report on the flood hazard potential of the following-described plat for a subdivision:

WILLOWBROOK ESTATES, UNIT 6, being a subdivision of part of Section 7 & 8, Township 34 North, Range 15 East of the 3rd Principal Meridian in Will County, Illinois, with Certificate of Illinois Licensed Land Surveyor No. 1662, dated June 8, 1979.

Based upon data available to the Department, it has been determined that portions of lots 4, 68, 79 thru 78, and 84 thru 99 are subject to flood risk.

This report is based upon available public topographic and hydrologic data and information presented on the plat referred to above. The State of Illinois assumes no responsibility by reason of opinions set forth in this filing.

JOHN D. KRAMER, Secretary

By 
Frank Kudrna, Director
Division of Water Resources