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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, EQUITABLE  
SERVITUDES, GRANTS AND EASEMENTS**

*James J. ...*  
RECORDER  
MICROFILMED

The undersigned, RODI CONSTRUCTION COMPANY, an Illinois corporation, "the Developer," being the owner of the real estate included within the plat attached hereto of EDGE CREEK ESTATES SUBDIVISION, and described as follows, to-wit:

The Northwest 1/4 of the Northwest 1/4 of Section 8, except the West 585.6 feet of the North 100 feet thereof; the East 1/2 of the Northwest 1/4 of Section 8, except the East 550 feet of the South 660 feet thereof; and the South 1/2 of the Southwest 1/4 of Section 5, except the West 35 acres, all in Township 35 North, and in Range 11 East of the Third Principal Meridian, excepting from the above described property all parts of Coventry Heights Subdivision Units Numbered 1, 2, 3, 4, 5, 6 and 7 recorded as Will County Documents 931484, R69-9812, R72-23173, R74-21541, R76-35671, R77-11219 and R80-22972 respectively, and also excepting from the above described property that part thereof conveyed by Document Nos. R73-15889, R76-6502 and R78-25350, in Will County, Illinois, commonly known as 91.37 acres located East of Gougar Road, Joliet,

hereby incorporates this instrument in said plat and makes the same a part hereof.

**WITNESSETH:**

A. The following covenants, restrictions, reservations, equitable servitudes, grants and easements shall be considered as running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

**1. SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY**

No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this subdivision, except the business of sale of lots and houses in the subdivision constructed by the Developer or its successors or assigns. None of said lots as originally platted shall be divided or resubdivided except for the purpose of combining portions thereof with adjoining lot or lots provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots, for all purposes of this Declaration, shall be deemed to constitute a single lot upon which only one residential building may be erected, constructed or allowed to exist.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing

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contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its successors or assigns from erecting a single family residential building or buildings on any lot or lots in the subdivision and using and maintaining such buildings as a sales office, model home, business office, storage area, construction area, for the purpose of the development and sale of the lots or homes in the subdivision and any adjoining property.

## 2. TWO CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph 1 hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway or be architecturally designed to compliment the main residence, provided the same is approved by the Architectural Committee. Such garage shall not be used at any time as a residence, whether temporary or permanent, with the exception that such garage may contain living quarters for domestic servants of the occupants of said residential dwelling. Such garage shall conform in architectural design and in proportionate construction cost to said residential building.

## 3. MANDATORY APPROVAL OF HOUSE PLANS AND RIGHTS OF COMMITTEE

Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvement whatsoever on any of said lots in said subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Committee") two (2) complete sets of construction plans (which shall include a landscape plan) drawn by a licensed architect for such buildings or structure, which plans shall include drawings, buildings or structure, specifications, exterior elevations, construction materials (including samples of all exterior materials), a site plan showing location of the buildings and all trees on the property with a diameter in excess of twelve inches (12") which are located within thirty feet (30') of the proposed construction area, fences, gas or electric yard light, and other structures upon the lot (all of which for convenience are referred to as the "construction plans") and no such building, fence, wall, improvement or structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in said subdivision unless and until said complete construction plans have received written approval of the Architectural Committee as herein provided. If the Committee approves the construction plans,



the owner shall, prior to the issuance of written approval, construct a snow fence or other type of structure to protect the trees from being damaged during construction, which protection shall be subject to the approval of the Architectural Committee. The Committee shall encourage the use of natural siding materials, such as brick, stone and wood.

Architectural designs should include a significant amount of stone or brick. The brick shall extend around the entire first floor area, unless the Committee feels this would detract from an exceptional or unusual design. Such exceptions should be submitted for approval prior to the purchase of the lot.

The Committee shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

- (a) Such construction plans are not in accordance with all of the provisions of this Declaration; or
- (b) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures, or the character of the subdivision; or
- (c) If such construction plans as submitted are incomplete; or
- (d) If the Committee deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property, subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee; or
- (e) If the Committee, within its sole and unlimited opinion and discretion, shall deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the subdivision.

The decisions of the Committee shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. From and after the date of this Declaration and until ten (10) years after the date of this Declaration, the number of members of the Architectural Committee shall be determined

from time to time by said Developer, or its successor, assignee or any person whom it may in writing appoint and the members thereof shall be appointed by Developer, or its successor, assignee or appointee. From and after ten (10) years after the date of this Declaration, the number and members of the Committee may be determined by a two-thirds (2/3) vote of the owners of all of the lots of this unit. If, at any time within ten (10) years after the date hereof, Developer, or its appointee, assignee, or successor, shall expressly relinquish or refuse to exercise its power to determine the number and members of the Architectural Committee, the number and members of the Committee shall be determined by the majority vote of the owners of all the lots of this unit. A majority of the Architectural Committee may designate any other member thereof to act for it as its representative, in its name and on its behalf, such designation to be evidenced by a writing so stating which is signed by no less than a majority of the Committee.

#### 4. MINIMUM LIVING AREA

In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in this subdivision, unless the Committee has an opinion of extraordinary circumstances that would justify a waiver of such requirements.

(a) A one story residence shall contain at least two thousand (2,000) square feet of living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least two thousand two hundred (2,200) square feet of living area, not less than twelve hundred (1,200) square feet of which shall be on the first floor exclusive of garage, breezeway, porches and basement (for all the purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).

(c) A multi-level, split-level, bi-level or tri-level residence must contain at least two thousand two hundred (2,200) square feet of living area exclusive of garage, breezeway, porches, basement and any below grade area, even if used as living area.

(d) A two story residence shall contain at least two thousand four hundred (2,400) square feet of living area, not less than twelve hundred (1,200) square feet of which shall be on the first floor exclusive of garage, breezeway, porches and basement.

It is specifically declared that although a residence sought to be erected on any lot in this unit may conform to or exceed the minimum square foot living area requirements set out in this subparagraph, if such residence



does not conform to all of the requirements of Subparagraph 3 above, the Architectural Committee may disapprove of such construction plans based upon the provisions of said Subparagraph 3 above.

**5. NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.**

No temporary house, camper, habitable motor vehicle, trailer, tent, stand, recreational appurtenance, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot at any time as a residence, either temporarily or permanently, and no residence erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with approved plans as hereinabove provided, for the purpose of this Declaration. Said completion shall be evidenced by receipt of an occupancy permit issued by the City of Joliet.

**6. SIGNS**

No commercial, advertising, or business sign shall be erected or placed upon said premises other than a "For Sale" sign not exceeding 2'X2' in size. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the subdivision and adjoining land or any model homes which may be deemed necessary by the Developer for the operation and sale of the subdivision and adjoining property or any house or any lots therein, which said signs the Developer may erect and maintain.

**7. OWNER'S RESPONSIBILITY FOR DAMAGE TO SIDEWALKS AND CURBS**

In the event the City of Joliet, within two (2) years after the construction of a home on a lot owner's property, shall require the replacement or repair of curbing or sidewalks in front of the owner's lot, the owner shall at his own expense repair or replace such sidewalk or curb in accordance with the requirements of the City of Joliet. It shall be the responsibility of the owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during the construction of his home. In the event of the failure of the owner to make such repairs, Developer shall have the right to file a lien for any costs of repairs it incurs.

**8. NO TRUCKS, CAMPERS, ETC. TO BE KEPT ON ANY LOT OR ON ANY STREET**

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the subdivision, and the dedication of any such right-of-way or street in the plat attached



hereto shall be subject to this provision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the lots in the subdivision unless housed or garaged completely in a structure which complies with this Declaration and which has been architecturally approved by the Architectural Committee so as to fully screen them from view from the streets and from neighboring yards. This restriction shall not apply to the temporary parking of such vehicles for not to exceed four (4) nights during any calendar month.

#### 9. JUNK, MACHINERY AND MATERIALS

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage of junk or for wrecking yards.

#### 10. ANIMALS

No more than two (2) dogs, cats, or other bona fide household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the subdivision. Any pets which cause objectionable noises or otherwise constitute a nuisance or inconvenience in the judgment of the Architectural Committee shall forthwith be removed from the premises by the person having custody of the same.

No horses, ponies, goats, chickens or other farm animals or fowl shall be kept upon said premises.

Dogs shall not be permitted to run at large. They will be kept within the dwelling, garage, or approved fenced area upon said premises or upon a leash.

#### 11. FENCES, DOG RUNS AND APPROVAL REQUIRED

No fence or enclosure shall be erected or constructed on any lot in the subdivision without the specific approval of the Architectural Committee, and only such type of fence, run or other enclosure as shall be acceptable to and approved by the Architectural Committee shall be so erected, constructed or maintained. Chain link fences will not be approved except for enclosing small areas, nor shall fences be constructed enclosing the entire rear area of the lots.

#### 12. DRIVEWAY REQUIREMENTS

No residence or building erected or placed on any lot in the subdivision shall be occupied in any manner at any time prior to the installation and



construction thereon by the owner thereof (at the owner's sole expense) of a concrete, asphalt or bituminous paved driveway from the street to the garage, provided, however, that this requirement may be extended by the Architectural Committee for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road or drive shall be constructed or allowed to exist on any lot in the subdivision unless it shall be surfaced with concrete, asphalt or bituminous concrete, provided, however, that slabs of stone, exposed aggregate concrete or like materials may be used only upon the express written consent of the Architectural Committee.

### 13. CURBSIDE MAILBOX

In the event curbside mailboxes (boxes not attached to a residence) are required for delivery of the U.S. Mails in the subdivision, the owner of each lot upon which a residence shall be constructed shall install, erect or place on such lot or within any other lot or any right of way in the subdivision only such mailbox or receptacle as the Architectural Committee shall approve. Under no circumstances shall non-decorative, rural curbside mailboxes (sometimes referred to as U.S. 1, 1-1/2 or 2, etc.) be installed anywhere in the subdivision.

### 14. NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR

The work of constructing, altering or remodeling any building on any said lot shall be prosecuted diligently from its commencement and until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Committee, the complete exterior structure or shell, not including finished exterior wall materials (e.g., brick, stone or other approved material), must be completed and erected and constructed within ninety (90) days after the date of construction of any residence shall have been commenced. The completed shell covering (including the roof and all exterior walls) on every building or residence commenced to be constructed in the subdivision shall be completed within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior and from neighboring lots each such residence shall appear completed within said six (6) months.

### 15. WEED CUTTING AND CLEANUP

Each lot at all times shall be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to collect or remain exposed on any lot, except as necessary during the period of construction. The owner of each lot shall be responsible for the cutting or removal of weeds each week on such lot so as to conform with the requirements, ordinances and regulations of the City of Joliet, Illinois.



**16. LAWN AND LANDSCAPING**

Within ninety (90) days after a residence is occupied or such additional time as the Committee may allow due to seasonal requirements, the owner shall establish a lawn and complete the landscaping plan.

**17. GARBAGE**

All garbage, trash, rubbish, and other refuse shall be collected and stored in an area or areas concealed from view, except as required for pickup service. All garbage placed at curbside shall be in covered containers. Garbage should not be placed at curbside until after dark on the evening prior to pickup. Containers shall be removed from curbside on the day of pickup.

**18. SWIMMING POOLS AND SATELLITE DISHES**

Above ground swimming pools are not allowed, nor are satellite dishes.

**19. ACCEPTANCE BY GRANTEES**

Each grantee of a lot in this subdivision, by the acceptance of a deed conveying any lot in this subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.

B. The covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines herein contained and created in Paragraph A (all of which may hereafter be referred to as the "restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns and all the lots in the subdivision, and may be enforced by the owner or owners of any lot in said subdivision or by the Developer, its successors or assigns. A violation of the restrictions herein contained shall warrant the Developer, its successors and assigns or any other lot owner(s) benefiting thereby, to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the owner shall pay all court costs and reasonable attorneys' fees of the Developer or Committee. No delay or omission on the part of the Developer or its successors or assigns in interest, or the owner or owners of any other lots in said subdivision, in exercising any right, power or remedy herein provided for in the event of any breach of any of the restrictions herein contained, shall be construed as a waiver thereof of any acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the Developer, its successors or assigns, or the Architectural Committee, to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein on account of the failure or defect



of the Developer, the Architectural Committee, or their successors or assigns to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein. In the event any law suit is filed by an owner against the Developer or Architectural Committee, the person so filing the law suit shall be liable for all costs and attorneys' fees and other expenses of said case incurred by the Developer or Architectural Committee including the expense of expert witnesses. The restrictions herein shall continue in effect until January 1, 2000 at which time they shall continue for successive periods of ten (10) years unless by a majority vote of the owners of the lots in said subdivision at the beginning of each successive ten (10) year period they are amended or terminated.

At any time, and from time to time while these restrictions are in effect, they may be amended or revoked by the recording in the office of the Recorder of Will County, Illinois, of any instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then owners of not less than two-thirds (2/3) of the lots in said subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording, provided, however, that if the Developer or its successors and assigns shall hold legal title to any lot or lots in the subdivision, then an amendment or revocation signed by not less than two-thirds (2/3) of the owners of such lots must also be signed by the Developer or its successors or assigns and if not so signed, such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of amendment or revocation has been signed by the then owners of not less than two-thirds (2/3) of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots. No certificate of any sort shall be required if such amendment or revocation shall be signed by the Developer or its successors and assigns. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted lots shall be deemed a unit and the owner or owners thereof shall be entitled to one (1) vote and shall count as one owner in determining the number of votes and owners.

DATED this 20th day of January, 1988.

BY: [Signature]

[Signature]  
RODI CONSTRUCTION COMPANY

ATTEST: [Signature]  
Secretary

Subscribed and sworn to before me this 20 day of January, 1988.

[Signature]  
Notary Public



This Instrument Prepared By:  
[Signature]  
LYMAN C. TIEMAN  
Attorney at Law  
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