

STATE OF ILLINOIS     )  
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ROCK ISLAND COUNTY )

**EXTENSION OF BUILDING COMMITTEE PURSUANT TO RESTRICTIONS AND COVENANTS OF WILDWOOD FIRST ADDITION TO THE CITY OF MOLINE, ILLINOIS.**

WHEREAS the Owner's Certificate and Declarations of Restrictions and Covenants recorded at the time of platting of this addition provided in part for the formation and functioning of a Building Committee for a period of twenty (20) years. Further the document recorded provided in part that this function would automatically cease on and after twenty (20) years from the date of the COVENANTS.

WHEREAS by a majority vote as indicated by the signatures contained herein, or upon duplicate counterparts hereof, the Owners of the addition have agreed to continue the protection and enforcement afforded the Owners of this addition by continuing the existence and function of the Building Committee.

For adequate consideration, it is hereby agreed that the formation, criteria, power, limitations, and enforcement of the Building Committee as originally established under the restriction and covenants of this addition shall remain in full force and effect until December 1, 2023 at which time said covenant provisions shall automatically be

extended for successive periods of ten (10) years each unless amended or rescinded in whole or in part by two-thirds written approval of the Owners of all lots in this addition, each lot being entitled to one vote per lot.

The undersigned agree that the new Building Committee upon recording of this extension shall initially be composed of Tony Hodge, Larry Foley, and Tom Getz. Subsequent changes in the membership of the Building Committee shall be by selection of the President, Vice President and Secretary-Treasurer of the Wildwood Association.

The undersigned, being the recipients of the real estate tax parcel bills, acknowledge that the undersigned are executing this document on behalf of the ownership of the respective parcels hereinafter designated.

This document may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In all other respects the remaining provisions of the restrictions and covenants of this addition shall remain in full force and effect as have been placed of record or as amended heretofore, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Owner(s) of Lot 38: \_\_\_\_\_  
1 Wildwood Drive, Parcel No. 13367, under taxpayer name of Thomas Boyd

Owner(s) of Lot 2: \_\_\_\_\_  
2 Wildwood Drive, Parcel No. 13330, under taxpayer name of Barbara J. Alvine

Owner(s) of Lot 37: \_\_\_\_\_  
3 Wildwood Drive, Parcel No. 13366, under taxpayer name of Robert Mohr

Owner(s) of Lot 2: \_\_\_\_\_  
4 Wildwood Drive, Parcel No. 13331, under taxpayer name of Michael D. Kolb

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enable the survey to be retraced and will occupy the positions shown thereon.

No part of the property covered by this plat or subdivision is situated within 500 feet of any surface drain or watercourse serving a tributary area of 640 acres or more.

In witness I hereunto set my hand and seal this 5th day of August, A.D., 1983.

(SEAL)

Richard A. Verbeke (LS)  
I.R.L.S. 35-1845

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF ROCK ISLAND )

OWNER'S CERTIFICATE AND DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR WILDWOOD EIGHTH (8TH) ADDITION TO THE CITY OF ROCK ISLAND, ILLINOIS

ARTICLE I  
PROPERTY SUBJECT TO COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That RIO VALE DEVELOPMENT CO., a Nevada corporation duly qualified to transact business in Illinois, with its principal office in the City of Rock Island, State of Illinois, does hereby certify that it is the owner and proprietor of the land shown on the attached plat and described in the foregoing Surveyor's Certificate; that it has caused said survey to be made and does acknowledge said attached plat to be correct; and does hereby adopt the same and cause it to be known as WILDWOOD EIGHT (8TH) ADDITION to the City of Rock Island, Illinois, and does hereby dedicate all streets,

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avenues, utility easements and drainage easements designated on said plat to the public use forever.

ARTICLE II  
COVENANTS IMPOSED

The aforesaid owner does hereby stipulate that each and every lot in said addition shall be subject to the following protective and restrictive covenants running with the land and binding upon all subsequent purchasers of any lot in said WILDWOOD EIGHTH (8TH) ADDITION to the City of Rock Island, Illinois.

The purpose of these covenants is to insure proper use and appropriate development and improvement of the Addition; 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 thereof; 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 the highest type and quality of improvement in the Addition.

ARTICLE III  
DEFINITIONS

1. ADDITION. Shall mean and refer to WILDWOOD EIGHTH (8TH) ADDITION to the City of Rock Island, Illinois.

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2. 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.

3. BUILDABLE AREA. The surface area of a lot less the area between any adjacent street or avenue and the front yard setback line, and less the required side yards and less the required rear yard.

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

5. BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Chimneys and ornamental architectural projections shall not be included in calculating the heights.

6. CELLAR. The portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

7. DEVELOPER. Rio Vale Development Co., a Nevada corporation, its successors, grantees and assigns.

8. DWELLING. A building designed, constructed and intended for the use of a single family residence.

9. FAMILY, SINGLE. One or more persons, each related to the

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other by blood, marriage or legal adoption, and their respective spouses and children, including step-children, maintaining a common household in a dwelling under a single head-of-household. More than two married couples residing in a dwelling shall not constitute a single family. Relationship by blood shall include relationship by the half-blood.

10. FRONT BUILDING LINE. A line on a lot which denotes the required depth of a front yard, as established by the Building Committee, but no less than City of Rock Island standards.

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

12. LOT LINE, FRONT. That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat.

13. LOT LINE, REAR. That boundary line of a lot which is most distant from and is, or is approximately, parallel to the front lot line.

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

15. STORY. That portion of a building included between the surface of 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 or celler shall not be counted as a story.

16. STORY, HALF. A space under a sloping roof which has the

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line of intersection of roof decking and 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 completed for principal or accessory use.

17. 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.

ARTICLE IV  
BUILDING RESTRICTIONS

1. LAND USE AND BUILDING TYPE. All lots shall be used only for single family residential purposes. No building shall be erected on any lot other than one detached single family dwelling, and a private garage attached thereto containing no more than three parking spaces in width and no less than two parking spaces in width for the sole use of the owners or occupants of the dwelling. No lot as platted shall be subdivided so as to permit the erection of more than one dwelling but nothing herein contained shall prevent the use of one lot and a portion of adjoining lots for the erection of one residential dwelling. The ground floor area of a garage shall not be less than 484 square feet. Said garages may have living quarters in connection therewith for the sole use of servants of the owner or occupants.

2. BUILDING HEIGHT. No dwelling shall be erected, altered,

or placed, which is more than two and one-half stories or 25 feet in height, whichever is less, unless a greater height is approved in writing by the Building Committee.

3. DWELLING QUALITY AND SIZE. It is the intent of these covenants to assure that all dwellings shall be of a substantial quality design, workmanship and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The ground floor area of the dwelling exclusive of attached garages, open terraces, breezeways and porches shall be: a) for one-story dwellings: the ground floor area of the main structure shall not be less than one thousand eight hundred (1,800) square feet; b) for one and one-half story dwellings: the ground floor area shall not be less than one thousand four hundred (1,400) square feet and the entire structure shall have not less than two thousand (2,000) square feet of total living area; c) for dwellings of more than one and one-half stories: two, or two and one-half story structures shall have not less than two thousand five hundred (2,500) square feet of total living area.

4. BUILDING COMMITTEE. No building or structure shall be erected, placed or altered on any lot in this Addition until the building plans, specifications and plot plan, showing all buildings, patios, pools, outbuildings, fences, and all other structures, and showing the location thereof, and side yard distances, rear yard distances, front

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yard distances, driveways and walkways, type of construction and building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing structures in the Addition, and as to the location of said structures with respect to topograph and finished ground elevation by a committee composed of JOHN HASS, JAMES HASS and WILLIAM HASS (hereinafter called the "Building Committee"), or by a representative designated by a majority of the members of said Building Committee. Said plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Building Committee. In the event of death or resignation of any member of said Building Committee, the remaining member, or members, shall have full authority to act as the Building Committee, or to designate a representative with like authority. In the event of the death of all of the members of the Building Committee, a majority of the adult heirs-at-law of the said deceased members shall designate not less than one (1) nor more than three (3) persons to act as the Building Committee. If said Building Committee or its designated representatives fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. If construction is not commenced within six (6) months from the date of approval of any plans, specifications or plot plans submitted to the Building Committee, such

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approval shall automatically terminate and the plans, specifications and plot plan shall be resubmitted to the Building Committee before the commencement of construction. Neither the members of such Building Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Building Committee, and of its designated representative, shall cease on and after twenty (20) years from the date hereof. Thereafter, the approval described in this covenant shall not be required, unless prior to said date and effective thereon a written instrument shall be executed by the then owners of record of a majority of the lots in the Addition and duly recorded appointing not less than one (1) nor more than three (3) representatives, who shall thereafter exercise the same powers previously exercised by said Building Committee.

5. TIME FOR COMPLETION. Upon commencement of construction of any dwelling on any lot in the addition, said dwelling must be completed within fourteen (14) months of the commencement of construction; provided, however, that if construction is delayed by reason of strikes, acts of God, fire or other causes beyond the control of the owner or builder of said dwelling, then the construction period shall be extended for such additional period of time that it was delayed by reason of such causes to complete the construction of said dwelling.

5. YARD AREA AND LANDSCAPING. The yard of any completed dwelling must be seeded or sodded immediately upon the completion of construction.

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and landscaping completed within 12 months of occupancy.

7. NEW CONSTRUCTION. Any dwelling constructed on any lot shall be new construction.

8. MUNICIPAL SIDEWALKS. Sidewalks along any adjacent street or avenue shall be installed by the owner of each lot at his own cost and expense as soon as the construction of any dwelling is completed.

9. EXCESS EXCAVATION. Any excess dirt on any lot in the Addition resulting from excavation shall be subject to the direction and control of the Building Committee and shall be disposed of at the owner's expense within the Addition as the Building Committee shall direct.

10. TENNIS COURTS AND POOLS. No swimming pool or tennis court shall be constructed unless first approved by the Building Committee pursuant to the requirements of Section 4 of this Article IV. Any swimming pool must be constructed below the ground elevation. Tennis courts and swimming pools shall be screened from any street or adjoining lot by an approved fence, evergreen hedge, or other visual barrier first approved in writing by the Building Committee.

11. DRIVEWAYS. Access driveways for vehicular travel from the property line to the building shall be constructed of Portland Cement Concrete, or have a compacted stone base with a bituminous, hot mix, asphaltic wearing surface. Each lot shall provide four off-street parking spaces including garage spaces and driveways.

12. LIGHTING. No exterior lighting shall be installed or erected until first approved in writing by the Building Committee pursuant to the requirements of Section 4 of this Article IV.

13. PRESERVATION OF NATURAL HABITAT. All existing trees, bushes, and shrubs shall be protected and preserved in their native state as much as possible, except as the same may interfere with the dwelling area. Each lot owner shall make every effort to preserve all ornamental and shade trees throughout the addition.

14. HOUSEKEEPING. The owner of a lot shall require all contractors and subcontractors to keep and maintain his lot in a clean and sightly condition during construction.

15. MAIL BOXES. No mail box which is unattached to a dwelling shall be installed or erected until first approved in writing by the Building Committee pursuant to the requirements of Section 4 of this Article IV.

ARTICLE V  
GENERAL RESTRICTIONS

1. An easement is hereby reserved for the use of governmental bodies, public and quasi-public utility companies and private businesses, as shown on the plat by dotted lines and designated as utility, drainage or sewer easements, to install, lay, construct, renew, operate and maintain, conduits, pipes, cables, poles, wires, guys, anchors, and braces for the purpose of serving the addition and adjoining property with electricity, natural gas, telephone service

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and cable TV, together with the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain said conduits, pipes, cables, poles, wires, braces, guys, anchors and other appliances, and to trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with said equipment. No permanent structures or trees shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of the easements for said utilities purposes, or that do no change the direction of flow or drainage channels in the easements, or that do not obstruct or retard the flow of water through drainage channels in the easements.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commerical establishments of any nature shall be permitted on any lot in the Addition.

3. No portion of any lot shall be used for storing or parking of boats, snowmobiles, trailers, campers, motorhomes, recreastional vehicle, motorcycles or any inoperable motor vehicle other than in the garage. No drying yard for laundry shall be allowed in the front or side yards.

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

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permanently. Temporary buildings or structures used during construction of a dwelling shall be on the same lot as the dwelling and such buildings and structures shall be removed upon completion of construction.

5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for four (4) dogs, and/or four (4) cats, and/or a reasonable number of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

7. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash or junk be permitted to accumulate on any lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

8. No radio, television, or other transmitting or receiving antennae or tower shall be erected or used outdoors, whether attached to a dwelling or free standing.

9. The owners of each lot in the Addition, whether said lot be vacant or improved, shall keep their lot or lots free from weeds and

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debris.

10. The parking of commercial vehicles other than in the attached garage is prohibited, except delivery vehicles during periods of deliveries.

11. No signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained upon any lot or lots or part of lots in the Addition; provided, however, that nothing in this paragraph shall be construed to prohibit the erection or maintenance on a lot of a nameplate no larger than one square foot, and not more than one advertising board not exceeding ten (10) square feet in size used for the exclusive purpose of advertising said lot and the improvements thereon for sale or for lease, excepting that this shall not preclude the construction and continued maintenance of a sign at the entrance to the Addition, and further excepting that this shall not preclude the construction and temporary maintenance of signs for sale purposes in the original sale by Developer of property in the Addition.

ARTICLE VI  
ENFORCEMENT

1. These covenants shall run with the land and shall be binding on all lot owners and all persons claiming under them until January 1, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended or rescinded in whole or in part by the written approval of the owners of

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record of at least two-thirds of all lots in the Addition.

2. If any person or persons at any time owning or occupying any lot or lots in the Addition, or their heirs, grantees or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer, its successors and assigns, or for any person or persons owning any other lot or lots in the Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to obtain appropriate injunctive relief, or to recover damages, or to seek other appropriate relief to which it or they may be entitled, and to collect from the party or parties violating or attempting to violate such covenants, or any part thereof, either jointly or severally, all costs, expenses and attorney's fees resulting therefrom.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we hereby affix our hands and seals this 19 day of August, 1983.

(CORPORATE SEAL)

RIO VALE DEVELOPMENT CO.

James W. Hass  
President

William M. Hass  
Secretary

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF ROCK ISLAND )