

STATE OF ILLINOIS  
GRUNDY COUNTY

#195889

This instrument of writing was filed for  
record on the 27 day of July  
A. D., 1962, at 1:00 o'clock P. M., and  
recorded in book P. 202 page 43

— THIS BEING PART THEREOF

DECLARATION OF COVENANTS AND EASEMENTS

Robert J. Williamson  
Recorder.

THIS DECLARATION made and entered into by the FIRST  
NATIONAL BANK OF JOLIET, an Illinois Corporation, as Trustee  
under Trust No. 62; WITNESSETH THAT

WHEREAS, the said Trustee is the record owner of  
the following described real estate, to-wit:

TRACT I:

The West half ( $W\frac{1}{2}$ ) of the Northwest Quarter ( $N.W.\frac{1}{4}$ )  
of Section Fifteen (15) Township Thirty-three (33) North  
Range Eight (8) East of the Third Principal Meridian,  
Grundy County, Illinois.

TRACT II:

Beginning at the Southeast corner of Section Eleven  
(11) Township Thirty-three (33) North Range Eight (8)  
East of the Third Principal Meridian, Grundy County,  
Illinois, running thence north 1450 feet, thence  
Southwesterly to a point 1450 feet West of the South-  
east corner of said Section Eleven (11), thence East  
1450 feet to a place of beginning situated in the  
County of Grundy, State of Illinois,

and,

WHEREAS, said Trustee contemplates the purchase of  
additional real estate; and

WHEREAS, said Trustee intends to subdivide a  
portion of said real estate now owned or to be acquired;  
and

WHEREAS, said Trustee desires to establish recrea-  
tional areas thereon; and

WHEREAS, said Trustee desires to establish for  
its own benefit and for the benefit of all future owners  
or occupants of all or any part of said above described premises  
or any other premises hereinafter acquired by said Trustee  
and made subject to the terms of this declaration, certain  
easements and right, in, over and upon said premises and  
certain restrictions and obligations with respect to the  
use thereof; and



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WHEREAS, said Trustee has provided drawings and maps of a portion of said above described premises, which drawings and maps are attached as Exhibit I hereto, and

WHEREAS, said Trustee intends to and will sell, convey, transfer and mortgage some or all of said above described premises, and desires that the several purchasers, owners, mortgagees, occupants and all persons acquiring any interest therein, now and hereafter, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, uses, burdens and restrictions hereafter set forth.

NOW THEREFORE, said Trustee as the owner of the real estate above described and to be acquired hereafter and for the purposes set forth, DECLARES AS FOLLOWS:

#### A R T I C L E I

##### Association

1. The Trustee upon the recording of the plat of South Goose Lake Subdivision No. I covering a portion of said above described premises may cause to be incorporated a non-profit corporation under the laws of the State of Illinois, to be called South Goose Lake Protective Association or a name similar thereto. Until the recording of plats of additional subdivisions on said above described premises two hundred memberships shall be issued in said non-profit corporation, one hundred and sixteen of which memberships shall be issued to said Trustee and the remaining memberships to be issued one to the purchaser of each lot in said subdivision. Each membership shall be entitled to one vote upon each matter



submitted to the vote of the members, Upon the recording of the plat of each additional subdivision, two hundred additional memberships shall be issued for each subdivision, one membership to be issued to the purchasers of each lot in said additional subdivision and the remaining memberships to be issued to the Trustee.

2. Until the recording of plats of additional subdivisions on said above described premises the direction of the Association shall be vested in a Board of Directors consisting of seven members. Four of said Directors shall be chosen by said Trustee; the remaining Directors shall be chosen by the other members of said Association. Upon the recording of a plat for each additional subdivision the Board of Directors shall be increased by adding two members for each additional subdivision, one of which shall be chosen by the Trustee and one by the other members of said non-profit corporation.

3. South Goose Lake, now a part of said above described premises shall be conveyed by said Trustee to said Corporation within sixty days after its incorporation.

4. The Association, by vote of a majority of its members, may adopt such reasonable rules and regulations as it may deem advisable for the use, maintenance, conservation and beautification of South Goose Lake, South Goose Lake Subdivision No. I, and any additional subdivisions made subject to this declaration, and for the health, comfort, safety and general welfare of the owners and occupants of said subdivisions and the users of said Lake. Said Lake and said Subdivisions shall at all times be maintained subject to such rules and regulations.



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5. The Trustee in its discretion may, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights and privileges and powers herein retained by the Trustee, and said assignment shall become effective when recorded in the office of the Recorder of Deeds of Grundy County, Illinois.

6. All lots in said subdivision subject to this declaration except those owned by the Trustee shall be subject to an annual maintenance charge, not to exceed \$25.00 unless said maintenance charge is increased by a vote of the members of the Association. This charge shall be for the purpose of creating a fund to be known as the "South Goose Lake Maintenance Fund." The aforesaid charges or assessments shall be paid by said owners generally and if any owner is in default in the annual payment for sixty (60) days, the Association may bring proceedings to collect the same by suit; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court.

7. Until such time as the Association provided for in this Article is formed, the Trustee may assess each owner a maintenance fee as above provided.

8. In the event the officers or directors of the Association consider the funds of the Association sufficient to fulfill its purposes, they may from time to time forbear the collection of the assessments for any one or more years however any such forgiven assessments shall not become cumulative.

## ARTICLE II

1. All channels in the project are hereby declared



to be in common and shall be used by the owners or occupants of the lots and their invitees for the purposes of ingress or egress. Owners or occupants of lots adjacent to any channel or to South Goose Lake shall not build a pier which extends more than one foot into the waters of said channels or lake. The construction of entrances to all lots from the streets or lots including the installation of culverts shall be done by the Association or the owners of the lots.

2. All costs and maintenance charges not specifically allocated by this instrument, or by the Association shall be the responsibility of the lot or lots affected.

3. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than single family dwellings and private garages for the same.

4. All structures shall meet the minimum standards of the Building Officials Conference Association Building Code. Said Code is attached hereto as Exhibit II and made a part hereof by reference. Such structures shall not be occupied or used except for storage purposes from the first day of November to the first day of April inclusive except by persons over the age of eighteen years. One of the purposes of this paragraph is to avoid increasing the enrollment of any schools in the area. The restrictions in this paragraph may be waived in individual cases by the Association in its discretion upon proof in writing that any affected school district has agreed to its waiver.

5. No building shall be located nearer than thirty-three (33) feet to the front line nor nearer than seven feet



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from the side lot lines of any property owned by one person except a detached garage or other outbuilding provided that said detached garage or other outbuilding shall be located more than seventy feet from the front lot line.

6. No old or used building shall be moved on to any of said lots.

7. No mercantile or manufacturing business or storage or ware-housing in connection therewith shall be conducted on any of said lots.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence either temporarily or permanently nor shall any structure of any temporary character be used as a residence.

9. No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one square foot or signs of not more than five square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material except in a sanitary container. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition.



A R T I C L E   I I I

1. Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers of the Trustee and the Association, created or reserved by this Declaration, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

2. The violation of any restriction or condition, or the breach of any covenant or provision herein contained, shall give the Trustee, or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of said parcel, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.



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3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions thereof, no matter how many violations or breaches may occur.

4. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

5. The Association may at any time within five (5) years from the date of its formation, change, modify or rescind any of the foregoing restrictions by first obtaining the consent of the Trustee to do so and the consent of two-thirds (2/3rds) of the Association members, evidenced by an instrument in writing signed and acknowledged by Trustee and such members and recorded in the office of the Recorder of Deeds of Grundy County, Illinois; and the foregoing restrictions may be changed, modified, or rescinded at any time after five (5) years from the date of the formation of said Association by an instrument in writing signed and acknowledged by two-thirds (2/3rds) of the Association members and recorded, as aforesaid.

6. A violation of any of the rules and regulations adopted by the Trustee, or by the Association acquiring the rights and benefits of the Trustee, shall be deemed a violation of this Declaration and may be enjoined, as herein provided.



7. The rights, privileges and powers herein retained by the Trustee shall be assignable to, and shall inure to the benefit of, its successors and assigns.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF JOLIET has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by

FIRST NATIONAL BANK OF JOLIET,  
as Trustee aforesaid, and not  
individually,

by *W. R. Ramsey*  
PRES *Ramsey*



ATTEST:

*Frank Pastore*  
CASHIER



