

## **Woodard's Crestlake Subdivision Owner's Certificate & Restrictive Covenants\***

**Woodard's Development Corp.**, an Illinois Corporation being the legal owner (herein the "Owner") of the following described real estate has caused the same to be surveyed by David E. Atchley, Illinois Professional Land Surveyor No. 2950, and has subdivided said real estate into lots, streets and utility and drainage easements as indicated on the annexed plat, (herein the "plat") bearing the Certificate of said David E. Atchley, under date of August 18, 1995, said subdivision to be known as Woodard's Crestlake Subdivision No. 1, Village of St. Joseph, Champaign County, Illinois.

Owner hereby grants and dedicates for the use of the public as streets, driveways, and courts all of the streets, driveways, and courts shown on said plat, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon.

Owner hereby dedicates perpetually the tracts shown on the plat as utility and drainage easements to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other similar use that the public entity in whose jurisdiction the easement lies deems a utility.

An owner of easement rights hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures and obstructions of any kind whatsoever, except as noted herein. No person shall obstruct said easement unless the entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located. No owner of easement rights hereunder shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the subdivision.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as cost of collection of same, including reasonable attorney fees.

The owners easement rights granted hereunder, other than the Village of St. Joseph, hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgements which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sub lessees, successors, and assigns.

\*Reprinted from Subdivision #1 Covenants. All other subdivision Covenants are identical. See Exhibit Maps for the layout of each Subdivision. In order to more effectively search the document, it was re-typed on June 1, 2015 from the original scan. For conflict resolution, the original scan document rules. Blue colored directional inserts have been added during re-typing.

The owners of easement rights granted hereunder will not cause or permit the escape, disposal or release on the subject real estate of hazardous substances, nor will such owners do or allow anyone else to do anything that is in violation of any environmental law. Hazardous substances defined as toxic or hazardous substances, wasted, or materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. "Environmental Law" means federal laws and laws or the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The owners of easement rights granted hereunder other than the Village of St. Joseph hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easement or use of said easements by public or private utilities shall bind such party to comply with any obligations set forth herein regarding use of such easement areas. It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable. Notwithstanding the foregoing, all lot owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the Village of St. Joseph, and all lot owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

### **Definitions**

For the purpose of this declaration, certain words and terms are hereby defined.

**Structure:** Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

**Developer:** The developer is Woodard Development Corp., an Illinois corporation, its successors or assigns, having its principal office at 227 E. Lincoln Street, St. Joseph, Illinois.

**Single Family Unit:** A separate and detached main building and constructed for the residential use of one and only one household.

**Accessory Building:** Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

**Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household.

**Building Area:** That portion of a building site within which the construction and maintenance of main buildings is permitted.

**Building Site:** A portion of the subdivision consisting of at least one entire lot as platted.

**Dwelling:** The main building or buildings on any building site in Lots 101 through 143 inclusive. The dwelling is to be designed for and is to be used exclusively for a residence.

**Ground Floor Area:** That portion of a dwelling which is built over a basement or foundation but not over any other portion of the dwelling.

Common Area: The areas to be conveyed to and owned by the Woodard's Crestlake Homeowners' Association as defined by the Plat, upon the first sale of two-thirds of Lots 101 through 143 by the Owner, its successors and assigns.

Woodard's Crestlake Subdivisions: Any and all subdivisions which belong to and are governed by the Woodard's Crestlake Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

### **Area of Application**

The covenants, in their entirety, shall apply to Lots 101 through 143 inclusive of **WOODARD'S CRESTLAKE SUBDIVISION NO. 1**, Village of St. Joseph, Champaign County, Illinois. (See footnote on Page 1)

### **Covenants**

1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 101 through 143 inclusive, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. Architectural Control:

a. Committee Membership – The Architectural Control Committee shall initially be composed of three persons as follows:

Mr. Ralph Woodard  
227 E. Lincoln Street  
St. Joseph, IL 61873

Mrs. Beatrice Woodard  
227 E. Lincoln Street  
St. Joseph, IL 61873

Mr. Scott E. Woodard  
Room 3116  
2800 Lake Shore Dr.  
Chicago, IL 60657

A two-thirds majority shall be required for committee action. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owner of 75% of the lots in the Woodard's Crestlake Subdivisions shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. Powers: It is the purpose of Architectural control to promote the residential development of Woodard's Crestlake Subdivision No. 1 and the Woodard Crestlake Subdivisions to be platted in the future and to enhance property values; therefore, the Architectural Control

committee shall have the right and power to reject approval, however, shall not be unreasonably withheld.

The Architectural Control Committee shall have the power to increase or reduce side, front, and rear yard requirements, for purposes of these covenants, in the same percentages as variances are allowable by the Zoning Ordinance of the Village of St. Joseph, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of St. Joseph Zoning Ordinance shall still be required.

The members of the Architectural Control Committee shall not be held personally liable for any judgment made by such committee.

c. Procedures:

- i. Building Plans, etc: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted in triplicate to and approved by the Architectural Control Committee and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Control Committee.
- ii. Approval by Architectural Control Committee: The Architectural Control Committee shall upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.
- iii. Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee any member of the Architectural Control Committee, or any agent of such committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- iv. Waiver of Liability:
  - (a) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar other features or elements embodied

therein when subsequently submitted for approval in connection with the same building site or any other building site.

(b) Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

v. Constructive Evidence of Action by Architectural Control Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

3. Minimum Dwelling – Quality and Size: No dwelling unit shall be permitted on any site unless it includes a garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a garage. No one-story dwelling shall occupy a ground floor area of less than 1,200 square feet, and no dwelling having more than one story shall occupy a ground floor area of less than 800 square feet and a total floor area of less than 1,600 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages shall not be considered to be a part of a one-story dwelling.
4. Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded Plat; and in accordance with the Zoning Ordinance of the Village of St. Joseph, unless said building is constructed on two or more lots, in compliance with the Village of St. Joseph Zoning Ordinance and/or other applicable ordinances.
5. Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded Plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.
6. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty-five (35%) of the building site. If local zoning allows maximum lot coverage of less than 35%, local zoning will prevail.
7. Permissible Building – Order of construction: All buildings erected on any building site shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in

connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

8. Non-Occupancy and Diligence during Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.
9. Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot as a residence at any time either temporarily or permanently.
10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this paragraph 13, the Woodard's Crestlake Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.
14. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. In the event the lot owner fails to comply with the

provisions of this paragraph 14, the Woodard's Crestlake Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the cost thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

15. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either of any driveway, and a line connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.
16. Sewerage System/Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.
17. Off Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. All property owners or residents in Woodard's Crestlake Subdivision No. 1 ([See footnote on Page 1](#)) owning or possessing trucks, boats or recreational vehicles which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of such trucks, boats or vehicles when not in use.
18. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, any defective sidewalk which requires repair or replacement shall be repaired or replaced in accordance with the construction plans prepared by HDC Engineering, Inc. for Woodard's Crestlake Subdivision No.1. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural control Committee, and shall comply with the requirements of the village of St. Joseph.
19. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood; weeds on vacant lots shall be cut at minimum between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the lot owner fails to do so, the Architectural Control Committee or Woodard's Crestlake Homeowners' Association may cause weeds to be cut and a lien maybe filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.
20. Waiver: The failure of the Architectural Control Committee, any building site owner, or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations,

liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenant, reservation, lien or charge.

21. Term: Unless amended as provided in Paragraph 23, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years.
22. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages. Each lot owner, the Owner, and the Woodard's Crestlake Homeowners' Association shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.
23. Authority to amend or Release Covenants: The owners of legal title to record of seventy-five percent (75%) of the building sites in Woodard's Crestlake Subdivisions shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens or charges herein set forth applicable to such area, and such release or amendment shall become effective upon receipt of approval by the Plan Commission and Village Board of the Village of St. Joseph (as required pursuant to the Village of St. Joseph Subdivision Ordinance, Section 11-2-4) and the recording of such amendment or release in the Recorder's Office of Champaign County, Illinois.

Notwithstanding the foregoing, in the event Section 11-2-4 (or a corresponding section) of the Village of St. Joseph Subdivision Ordinance is amended or repealed after the date of recording of this Owner's Certificate and Restrictive Covenants, the foregoing requirement to obtain the consent of the Plan Commission and Village Board of the Village of St. Joseph to amend or release these covenants shall be amended or repealed accordingly.

24. Homeowners' Association: It is understood that the Woodard's Crestlake Homeowners' Association has been incorporated and that the developer will pay to said Homeowners' Association all association fees for each lot beginning with the year public improvements are accepted by the Village of St. Joseph, until said lot has been sold by the developer. All subsequent payments will be made by the lot owner. The owners of lots 101 through 143 in the Woodard's Crestlake Subdivision No. 1 agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of the subdivision, as well as any under drains and appurtenances constructed within the subdivision, as shown in the plans and specifications prepared by HDC Engineering, Inc., the Owner's engineer, which plans have been approved by the Village of St. Joseph. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The Woodard's Crestlake Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover reasonable attorney fees in the enforcement of these covenants.

The Woodard's Crestlake Homeowners' Association shall have the power and authority to enforce any and all covenants, restrictions and agreements applicable to lots within the aforesaid Subdivision.

The common areas developed in the Woodard's Crestlake Subdivisions shall be subject to the rules and regulations established by the Woodard's Crestlake Homeowners' Association and the use of common areas and common facilities which may be provided by the developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association. The common area if any, shall be conveyed to the Homeowners' Association upon the sale of the first lot in the Subdivision.

Each lot owner shall have a right and easement of enjoyment in the common areas in the Woodard Crestlake Subdivision No. 1, as well as a right and easement of enjoyment in the common areas in additional phases Woodard Crestlake Subdivision platted after the date of this Plat of Subdivision. Conversely, the lot owners of additional phases of Woodard Crestlake Subdivision platted after the date of this Plat of Subdivision shall have a right and easement of enjoyment in the common areas in the Woodard Crestlake Subdivision No. 1.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

25. Separability: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herein provided, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.
26. Vehicular Access Control: Certain of the lots in this Subdivision are subject to access control by vehicles. Such access control is located along U.S. Route 150 and identified on the Plat as "Vehicular Access Control". No driveways for vehicular access onto public streets or alleys shall be constructed in the Vehicular Access control areas.
27. Construction: During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to

not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Architectural Control committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the lot owner from continuing construction until the disruptions are remedied by the lot owner and such contractors and subcontractors.

28. Hazardous Waste: No lot owner shall cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

29. Drainage Swales: No lot owner shall fill, grade or obstruct drainage swales so as to negatively impact drainage flow in the subdivision. Breach of this covenant shall entitle the Woodard's Crestlake Homeowners' Association to cause such affected area to be regarded and charge said lot owner for the cost thereof. Woodard's Crestlake Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the Woodard's Crestlake Homeowners' Association pursuant thereto.

**IN WITNESS WHEREOF**, this instrument has been executed on this 24<sup>th</sup> day of October, 1995.

**OWNER: WOODARD DEVELOPMENT CORP.,**  
An Illinois corporation