

2007R50677

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

09/21/2007 09:37AM

**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

JOHN LONG
BELSHEIM & BRUCKERT, L.L.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

DANIEL R. DONOHOO
RECORDER

REC FEE: 27.00
PAGES: 13

**RESTRICTIONS FOR
WENDELL CREEK ESTATES I,
WENDELL CREEK ESTATES II, AND
WENDELL CREEK ESTATES III**

*27.00ch
1742*

WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, (hereinafter referred to as the "Declarant") is the owner of record of a tract of land (hereinafter referred to as "the land") situated near the City of Troy in the County of Madison and State of Illinois, which tract of land is described as follows:

Part of Section 2 and part of the Southeast Quarter of Section 3, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Beginning at the old stone at the northwest corner of the Southwest Quarter of Section 2, being the same as the northeast corner of the Southeast Quarter of Section 3; thence South 89 degrees 56 minutes 31 seconds West, along the north line of the Southeast Quarter of Section 3, a distance of 488.19 feet to the centerline of Lower Marine Road; thence South 14 degrees 42 minutes 57 seconds West along said centerline, a distance of 324.55 feet; thence South 27 degrees 47 minutes 36 seconds West, continuing along said centerline, a distance of 198.05 feet; thence South 30 degrees 48 minutes 49 seconds West, continuing along said centerline, a distance of 221.03 feet; thence South 89 degrees 47 minutes 50 seconds East, a distance of 877.34 feet; thence South 0 degrees 12 minutes 10 seconds West, a distance of 219.03 feet; thence South 89 degrees 24 minutes 57 seconds East, a distance of 956.13 feet; thence South 01 degrees 03 minutes 43 seconds East, a distance of 514.80 feet to the north line of the Southwest Quarter of the Southwest Quarter of Section 2; thence South 87 degrees 51 minutes 27 seconds East, along said north line, a distance of 319.53 feet to the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 2; thence South 87 degrees 58 minutes 21 seconds East, along the north line of the Southeast Quarter of the Southwest Quarter of Section 2, a

distance of 1352.79 feet to the southwest corner of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2; thence South 89 degrees 11 minutes 08 seconds East, along the south line of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2, a distance of 680.25 feet to the southeast corner of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2; thence North 01 degrees 14 minutes 32 seconds West, along the east line of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2, a distance of 1350.99 feet to the northeast corner of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2; thence North 89 degrees 32 minutes 26 seconds West, along the north line of the Southeast Quarter of Section 2, a distance of 679.72 feet to the center of Section 2; thence North 0 degrees 39 minutes 24 seconds West, along the North-South centerline of Section 2, a distance of 83.16 feet; thence North 88 degrees 48 minutes 37 seconds West, a distance of 2707.86 feet to the Point of Beginning and containing 105.80 acres.

Permanent Parcel Number 09-1-22-02-00-000-004

Permanent Parcel Number 09-1-22-02-00-000-004.R00

Permanent Parcel Number 09-1-22-03-00-000-005

The Declarant is the developer of the land, and intends to develop the land in three subdivisions, to be named **WENDELL CREEK ESTATES I, WENDELL CREEK ESTATES II, and WENDELL CREEK ESTATES III** (hereinafter referred to as "the subdivisions"). The Declarant has already recorded the plat of **WENDELL CREEK ESTATES I** subdivision in Plat Cabinet 65, at Page 168, in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50676 on the 21st day of September, 2007.

The Declarant desires to make *Restrictions* that will apply to the subdivision known as **WENDELL CREEK ESTATES I**, first, and also to the subdivisions to be known as **WENDELL CREEK ESTATES II** and **WENDELL CREEK ESTATES III**, but – with respect to each of the two later subdivisions – only from and after the time that the plat of each subdivision is recorded in the Recorder's Office of Madison County, Illinois. As each of the two later subdivisions are added (by the recording of the plats thereof), the lots in each subdivision so added shall be on the same footing as the lots in **WENDELL CREEK ESTATES I**, with no distinctions between the lots (or the owners thereof) in the initial subdivision and the lots (or the

owners thereof) in a later subdivision. If, for some reason, the Declarant or a subsequent owner of that part of the land outside **WENDELL CREEK ESTATES I** decides *not* to develop and *not* to record the plat for the subdivision to be known as **WENDELL CREEK ESTATES II** or for the subdivision to be known as **WENDELL CREEK ESTATES III**, the Declarant or such subsequent owner may record in the Recorder's Office of Madison County, Illinois, a document entitled *Withdrawal of Portion of Land from Restrictions Set Forth in Document Number _____* (inserting in the blank the document number assigned by the Recorder to these *Restrictions*), which states the legal description of that portion of the land (outside **WENDELL CREEK ESTATES I**) to be withdrawn from the effect of these *Restrictions*. From the recording of the *Withdrawal of Portion of Land from Restrictions Set Forth in Document Number 2007R50677* (inserting in the blank the document number assigned by the Recorder to these *Restrictions*), the portion of the land so withdrawn shall be free of these *Restrictions*.

The Declarant hereby gives notice of, and makes, the following declarations as to limitations and restrictions and uses to which the lots constituting the respective subdivisions may be put; further specifying that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of, and limitations on, all future owners in the subdivisions. This declaration of restrictions is designed to keep the subdivisions desirable, uniform, and suitable in family residential development, to prevent nuisances, and thereby to secure to each owner therein the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other owners.

The purchasers of all lots described and platted in the subdivisions are hereby given public and legal notice that the purchase thereof is subject to the following covenants and

conditions for the next twenty (20) years following the recording date hereof, at which time these covenants shall be extended, without notice, for successive periods of ten (10) years, unless at that time the majority of the then owners of the lots shall agree to change or modify the covenants, either in whole or in part.

These covenants and restrictions may from time to time be altered or amended, however, by the concurrence, in writing, of two-thirds (2/3) of the owners of record of the lots in the subdivisions, provided that no changes shall be made without the concurrence of the Declarant so long as the Declarant owns any lots in the subdivisions.

If the owner of a lot in the subdivisions, or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot in the subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or any other equitable relief for such violation.

Invalidation of any these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. All the covenants, terms and conditions in this declaration shall be in full force and effect against the grantees of lots in the subdivisions even though the covenants, terms and conditions are not incorporated in the deeds of conveyance to the grantees.

1. All lots of the subdivisions shall be single-family residential lots. No "geodesic," underground, or berm-type homes shall be permitted. No structure, therefore, shall be erected, altered, placed or permitted on any lot therein other than one detached, single-family dwelling, with a private, attached garage for not less than two cars. All driveways servicing garages shall be of a permanent surface of either asphalt, brick, concrete, or a combination thereof.

2. No dwelling shall be permitted which does not contain the following minimum square footage, exclusive of porches, garages and breezeways:

	Description of Minimum Area Restriction	
A	For a one-story building, not less than	1,650 ft. ²
B	For a one and one-half or two-story building – On the ground floor or first floor level, not less than	1,100 ft. ²
	And a total living area not less than	2,000 ft. ²
C	For a split-level design building, a total living area not less than	2,200 ft. ²

3. All buildings erected on any building site shall be constructed of material of good quality, suitably adopted for use in the construction of residences, the front exterior of which shall consist of not less than 70% of masonry materials, consisting of either brick or natural stone.

4. Roof pitch of each dwelling shall be a minimum of 6/12. All roofs shall have architectural shingles.

5. All exposed foundations are required to be covered with masonry or siding as utilized on the structure to not less than 8 inches to grade.

6. No old building or buildings shall be placed on or moved to any lot.

7. No tin, tarpaper, composition paper or similar materials may be used as permanent exterior of any building.

8. Temporary buildings erected by builders in connection with the construction of any dwelling, which are promptly removed upon completion of such dwelling, are permitted.

9. No accessory storage buildings or similar structures shall be permitted, without the express approval of the Declarant herein. Any such structures so approved shall be subject to, but not limited to, the size and configuration of the particular lot to which the request is made, and in all instances any such structure must be constructed of materials similar to those of the residence thereon or contemplated to be built thereon. Nothing herein shall be construed as to preclude structures commonly known as gazebos and approved structures to house pool mechanical equipment and/or pool cabanas, which shall be permitted, so long as the latter are situated within the required fenced area of the pool proper, the design of which shall likewise be subject to approval by the Declarant herein.

10. The work or 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. All structures, including the attached garages thereto, shall be completed insofar as exterior painting, siding, windows, roofing and trim are concerned, within six months from the start of construction.

11. By the time of completion of the residence on a lot, the owner or owners of that lot shall, at their cost and expense, install, or cause to be installed, concrete sidewalks over and across the entire front of the lot and the sides of the lot abutting any street, which walk or walks shall be of the uniform width of four feet (4') and which shall extend to and connect with the walks constructed or to be constructed on adjoining lots. All such walks shall otherwise be in conformity with the applicable regulations promulgated and in effect from time to time by the County of Madison (or should the subdivisions ever be annexed to the City of Troy, by the City of Troy).

12. No bulk gas or diesel fuel tanks shall be permitted on any lot.

13. No trailers, mobile homes, tents, shacks or barns shall be placed or constructed upon the lots, nor shall any trailer, mobile homes, tents, shacks, garage, basement, or like structure be used as a residence, either temporarily or permanently.

14. 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, nuisance or otherwise detract from the residential character of the neighborhood, nor shall any retail business nor any other activity which may be precluded by applicable zoning ordinances and regulations, be permitted or allowed. Nothing herein shall be construed as to prohibit the business of Declarant or their successors in developing and selling the lots and/or developing, maintaining and improving the subdivision.

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except house pets limited to dogs, cats, fish and birds, provided that they are not kept, bred or raised for commercial purposes and that they are kept within the confines of such lot.

16. Each lot owner, renter, lessee or occupant thereof shall keep his respective lot in a clean and neat appearance, whether or not it shall be improved, and, with the exception of wooded areas, shall regularly keep it mowed, free of trash and rubbish, and no owner, renter, lessee or occupant of any lot shall carry on or permit to be carried on any activity which shall be an annoyance, nuisance or unwholesome in nature. Garbage and refuse containers shall be placed outside the residence for, and only for, collection purposes, after which they shall be promptly taken back inside.

17. All lot owners shall provide off-street parking for the number of vehicles in use by the owners or residents of the premises. Street parking shall be used only for temporary

visitor parking and restricted to parking directly in front of the owners' lot. All campers, camper vans, recreational vehicles, boats, disabled vehicles, or other items that shall detract from the aesthetic value of the property, shall be stored in an enclosed garage when not in use.

18. With the exception of routine delivery or pick-up necessary for the construction and improvement of residences in the subdivisions and for development of the subdivision itself, no parking or storing (either temporary or permanent) of commercial vehicles of any type shall be permitted in the subdivisions.

19. Fences or hedges more than five feet (5') shall not be permitted. All fences shall be made of wood or material compatible with natural settings. No fences known as cyclone or woven wire shall be permitted. No permitted fences, including those required for pool enclosures, shall extend forward of a line extended through the rear wall of the dwelling proper. Hedges shall be permitted from a line extended through, and parallel with, the rear wall of the dwelling proper to the front building line, provided that such hedges shall be neatly trimmed to a height not to exceed five feet (5').

20. No piece or part of any lot (as distinguished from an entire lot) in the subdivisions may be sold, except that a piece or part of a lot may be sold to an adjoining lot owner, in which case that piece or part shall become an integral part of that adjoining lot and, so, subject to the same restrictive covenants herein stated. No lot shall ever be used or sold for road purposes except by the Declarant.

21. No exterior antennas other than those attached to a residence of the size and type commonly used for the reception of television signals shall be permitted. Disc-type antennas having a diameter of 18 inches or less shall be permitted anywhere, but disc-type antennas having a diameter greater than 18 inches must be installed to the rear of the dwelling and must be

completely screened by appropriate natural plantings so that they are not visible from the street or by adjacent lot owners.

22. All lots shall have a brick mailbox with address in stencil or brick on mailbox with design and size of brick mailbox approved by Declarant. A yard light, to be furnished by the Declarant, shall be attached to the brick mailbox on each lot.

23. No sign of any kind shall be displayed to the public view on any lot except one identification sign of not more than one square foot and one sign of not more than five square feet when advertising the property for sale or rent, or signs of a like size used by a builder or construction lender to advertise the property during the construction and sales period.

24. With the exception of roof overhangs, no buildings, porches or other extensions/attachments thereto shall be located nearer to the street line than the building setback lines as shown on the plat of the relevant subdivision. The residence and extensions/attachments thereto shall be so constructed and situated so that the lineal feet of side yard abutting each adjacent lot line shall be in strict conformity to the zoning ordinance and subdivision ordinance of the County of Madison, as then in effect (or, in any part of the subdivisions that has then been annexed to the City of Troy, in strict conformity to the zoning ordinance and subdivision ordinance of the City of Troy).

25. All pools are to be in-ground pools.

26. No building or other improvement shall be erected, situated, placed or altered on any lot until the plan, design, color scheme and specifications therefor, and manner of construction for same, have first been approved, in writing, by the Declarant (*before* WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION is organized) or by WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION (*after* that homeowners association is organized),

or by their designated representatives, so as to insure conformity and harmony with other structures in the subdivisions and with the intent and purpose of these restrictions and covenants. It shall not be required that the plans and specifications tendered for approval be prepared by an architect or engineer, but the plans and specifications shall present a professional appearance and shall be drawn to suitable scale, indicating, at a minimum, all elevations, drainage, floor plans and exterior appearance, including choice of materials and colors thereof.

27. The utilities companies – including applicable telephone companies, Ameren IP, any electrical cooperative, approved cable television companies, Jarvis Township, and the County of Madison (or the City of Troy, should the subdivision be annexed thereto), or their successors and assigns – shall have the right, without any further permission from the lot owners, to construct, reconstruct, maintain and operate sewers, both sanitary and storm, water mains and/or gas mains under the surface of the dedicated streets, or to construct, reconstruct, maintain and operate water mains, gas mains, telephone and electric transmission lines, conduits and appurtenances thereto, along, through, across and under the dedicated streets, drives and utility easement strips as shown on the plats of the subdivisions, and shall have at all times the right to access for the construction, maintenance and operation thereof, except that at the completion of any such work, the easement strips shall be left in a neat and presentable manner.

28. All roads within the subdivisions shall be dedicated to Jarvis Township (or the Road District associated with Jarvis Township) or, should the City of Troy annex the land before such dedication to Jarvis Township (or the Road District associated with Jarvis Township), the roads within the subdivisions shall be dedicated to the City of Troy.

29. The owners of each lot in the subdivisions shall pay an annual assessment to the Declarant, or, after WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION is

incorporated, to the homeowners association. The initial annual assessment shall be \$25 per lot, and shall be collected for the purpose of defraying the expenses of (1) lighting, at night, the gates into the subdivisions, (2) maintaining a water hookup for use in watering flowers, shrubs, trees and grass planted on the center islands at the gates, and (3) maintaining the decorative street signs. The Declarant – or, after WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION is incorporated, the homeowners association – may from time to time make such increases in the annual assessments as are reasonably necessary to defray the expenses listed in this paragraph and other expenses reasonably incurred for the benefit of the subdivision, or subdivisions, as a whole.

30. WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION shall be established as an Illinois not-for-profit corporation at a time selected by the Declarant. In the exercise of the Declarant's sole discretion, but not later than (a) six months after the Declarant conveys away its last lot in WENDELL CREEK ESTATES I, or (b) five years after the recording of these *Restrictions*, whichever event occurs earlier. The Declarant shall be vested with all the powers, duties, and responsibilities described herein for WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION *before* the Declarant, in the exercise of its sole discretion, causes or permits that homeowners association to be established as an Illinois not-for-profit corporation. WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, upon its organization, shall succeed to all the powers, duties and responsibilities of the Declarant described herein, and shall be vested with all the powers, duties, and responsibilities of the homeowners association described herein.

31. From the time that the homeowners association is established as an Illinois not-for-profit corporation, the owners of record of each lot shall collectively own one share in the

homeowners association and shall collectively have one vote in the conduct of the homeowners association's business. The homeowners association shall, from time to time, adopt by laws for its constitution in conformity with these *Restrictions*. It shall be the duty and responsibility of the homeowner's association (1) to enforce these *Restrictions*, with majority-rule prevailing, (2) to accept the Declarant's conveyance to it of areas marked common (if any) in the plats of the subdivisions, and (3) to set and collect the annual assessments from the owners of all lots in the subdivisions. When the Declarant records the plats to the subdivision to be known as **WENDELL CREEK ESTATES II** and **WENDELL CREEK ESTATES III**, the homeowners association will expand to include the owners of record of all lots contained in those subdivisions, on an equal footing with the owners of the lots contained in the subdivision known as **WENDELL CREEK ESTATES I**.

IN WITNESS WHEREOF, the Declarant, WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, has caused its name to be signed hereto by its Memers this

19 day of Sept, 2007.

WENDELL CREEK ESTATES, LLC,
An Illinois Limited Liability Company

BY Bruce K. Lawton BY [Signature]
Member Member

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Bud Klaus Termeier, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Deeanne Byrne-Scott
Notary Public

My commission expires 12-7-09.

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Larry Ulrich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Deeanne Byrne-Scott
Notary Public

My commission expires 12-7-09.

END OF DOCUMENT



* 2 0 1 2 R 5 4 3 9 0 5 *

2012R54390

STATE OF ILLINOIS
MADISON COUNTY

FILED FOR RECORD IN
THE RECORDERS OFFICE

12/19/2012 04:14PM

AMY MEYER, RECORDER

REC FEE: 25.00

RHSPS FEE: 10.00

35.00 CASH

THIS PAGE BEING ADDED

FOR RECORDER'S USE ONLY

*amending Restrictions
Document # 2007R50677*

The Board of the Home Owners Association of the Wendell Creek Estates Subdivision is adding paragraph 32 to the existing Restrictions for Wendell Creek Estates I, Wendell Creek Estates II and Wendell Creek Estates III.

Paragraph 32 shall read that all homeowners purchasing lots or homes in Wendell Creek Estates Subdivision after Wednesday, December 19, 2012 at 9:00 A.M. shall be part of the Subdivision Pool Assessment fee to be included into the Annual Assessment Fee. The assessed fee will include, building of the pool and clubhouse, parking area, maintenance of the pool, parking lot and etc.



Larry Ulrich
President of the Home
Owners Association



Bud Klostermeier
Treasurer of the Home
Owners Association



Robert Harrison
Member of the Home
Owners Association

STATE OF ILLINOIS)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that LARRY ULRICH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.

Michael P. Heffren
Notary Public



My commission expires _____

STATE OF ILLINOIS)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that BUD KLAUSMEIER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES. LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free voluntary act for the users and purposes set forth herein.

Michael P. Heffren
Notary Public



My commission expires _____

STATE OF ILLINOIS)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that ROBERT HARRISON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.

Michael P. Heffren
Notary Public



My commission expires _____

STATE OF ILLINOIS)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES. LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free voluntary act for the users and purposes set forth herein.

Notary Public

My commission expires _____

Prepared By

After this document has been recorded please return to the following address:

Bud Klostermeier

112 Weston

Troy, IL 62294

END OF DOCUMENT

By:
Bud Klausterman
112 Weston
Troy, IL 62294


* 2 0 1 3 R 2 3 9 6 2 1 1 *
2013R23962
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MADISON COUNTY
FILED FOR RECORD IN
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RHSPS FEE: 9.00

**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

JOHN LONG
BRUCKERT, GRUENKE & LONG, P.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

41.00 Paid

**SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS
FOR
LOTS 1, 2, 26 – 28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, AND 76
IN WENDELL CREEK ESTATES I
(BEING THOSE LOTS STILL OWNED BY WENDELL CREEK ESTATES, LLC)
AND FOR ANY OTHER LOT IN WENDELL CREEK ESTATES I
WITH RESPECT TO WHICH THE OWNERS OF THE ENTIRE FEE SIMPLE
INTEREST THEREIN HEREAFTER EXECUTE AND RECORD
A CONSENT THAT THEIR LOT SHOULD ALSO BE SUBJECT TO THESE
SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS,
AND FOR
ALL LOTS IN WENDELL CREEK ESTATES II
AND FOR
ALL LOTS IN WENDELL CREEK ESTATES III**

WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, (hereinafter referred to as the "Declarant") is the developer of the land on which WENDELL CREEK ESTATES I is located. In connection with its development of WENDELL CREEK ESTATES I, the Declarant recorded the plat of WENDELL CREEK ESTATES I in Plat Cabinet 65, at Page 168, in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50676 on September 21, 2007, and the *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III* in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50677 on September 21, 2007. The Declarant has not yet recorded a

plat for WENDELL CREEK ESTATES II or a plat for WENDELL CREEK ESTATES III. The Declarant still owns 31 lots in WENDELL CREEK ESTATES I (hereinafter referred to as the "Declarant's Remaining Lots"): namely,

<i>Lot Number</i>	<i>Permanent Parcel Number</i>
1	09-2-22-03-02-201-001
2	09-2-22-03-02-201-002
26	09-2-22-02-01-101-022
27	09-2-22-02-01-101-023
28	09-2-22-02-01-101-024
36	09-2-22-02-01-101-032
37	09-2-22-02-01-101-033
38	09-2-22-02-01-101-034
39	09-2-22-02-01-101-035
42	09-2-22-02-01-101-038
43	09-2-22-02-01-101-039
44	09-2-22-02-01-101-040
45	09-2-22-02-01-101-041
46	09-2-22-02-01-101-042
47	09-2-22-02-01-101-043
48	09-2-22-02-01-101-044
49	09-2-22-02-01-101-045
50	09-2-22-02-01-101-046
52	09-2-22-02-01-101-048
53	09-2-22-02-01-101-049
56	09-2-22-03-02-201-007
57	09-2-22-03-02-201-008
58	09-2-22-03-02-201-009
60	09-2-22-03-02-201-011
62	09-2-22-02-01-101-050
63	09-2-22-02-01-101-051
67	09-2-22-02-01-101-055
68	09-2-22-03-02-201-013
69	09-2-22-03-02-201-014
74	09-2-22-03-02-201-019
76	09-2-22-03-02-201-021

The Declarant hereby imposes supplemental restrictions, covenants, and restrictions – for the purpose of constructing, maintaining, and establishing requirements for the use of, a pool and

clubhouse on two adjoining lots outside of Wendell Creek Estates I, but in the area to be covered by Wendell Creek Estates II (when the plat thereof is ultimately recorded) – on the following lots: namely, (1) the Declarant’s Remaining Lots; (2) any other lot in Wendell Creek Estates I with respect to which all the owners of the entire fee simple interest therein *execute* before a notary public, in the form set forth in Exhibit A attached, an “Owners’ Voluntarily Subjecting Their Lot Permanently to the Application of the Supplemental Restrictions, Covenants, and Conditions Imposed By Document Number _____” (entering on the blank line the number assigned to this document upon recording), and then *record* (or allow the Declarant to record) at the owners’ sole expense the completed, executed, and notarized form in the Recorder’s Office of Madison County, Illinois; (3) all lots in Wendell Creek Estates II; and (4) all lots in Wendell Creek Estates III. Those supplemental restrictions, covenants, and restrictions – which are in addition to, and not in place of, the *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III* in the Recorder’s Office of Madison County, Illinois, as Document Number 2007R50677 on September 21, 2007 – are as follows:

1. Each lot shall be subject to a Subdivision Pool Annual Assessment fee and, as needed, Subdivision Pool Special Assessment fees, for the purposes of purchasing the two adjoining lots as a location for the pool and clubhouse, constructing the pool and clubhouse, and maintaining and repairing the pool and clubhouse. The Board of Directors of the Wendell Creek Estates Homeowners Association shall have the sole authority to set the amount and due date of the Subdivision Pool Annual Assessment fee, and the sole authority to determine the need for – and to set the amount and due date of – any Subdivision Pool Annual Special Assessment fee. The Subdivision Pool Annual Assessment fee shall be uniform with respect to all lots: that is, no

Subdivision Pool Annual Assessment shall be made against any lot that is different from that made against any other lot. Every Subdivision Pool Special Assessment fee shall be uniform with respect to all lots: that is, no Subdivision Pool Special Assessment shall be made against any lot that is different from that made against any other lot. The Board of Directors of the Wendell Creek Estates Homeowners Association shall mail, email, or otherwise deliver written notice of the amount and due date of a Subdivision Pool Annual Assessment fee or a Subdivision Pool Special Assessment fee at least sixty days (60) days before the due date. If the owners of a lot should fail to pay either a Subdivision Pool Annual Assessment fee or Subdivision Pool Special Assessment fee by the due date, the Wendell Creek Estates Homeowners Association may commence an action against the delinquent owners in the Circuit Court of Madison County, Illinois, to collect the overdue fees. If the Wendell Creek Estates Homeowners Association should prevail in such an action against delinquent owners, the Wendell Creek Estates Homeowners Association will also be entitled to recover from the delinquent owners its reasonable attorneys' fees (both for dealing with the delinquent owners before the commencement of litigation and for then filing and prosecuting the litigation), fees paid to expert witnesses, and all other expenses and costs of litigation which it may have incurred. If the allegedly delinquent owners should prevail in such an action, however, they shall not have any right to recover any attorneys' fees, fees paid to expert witnesses, or other expenses and costs incurred by them in litigation.

2. The rights of persons to use the pool and clubhouse will be conditioned upon their residing on a lot that is subject to these supplemental restrictions, covenants, and conditions. This prerequisite shall be strictly enforced. A lot in Wendell Creek Estates I that is not subject to these supplemental restrictions, covenants, and conditions shall be known as a "non-pool lot."

3. The owners of a lot that is subject to these supplemental restrictions, covenants, and conditions shall be entitled to invite not more than two guests to accompany them to the pool and clubhouse, but those guests can *not* be persons who reside on a non-pool lot. In other words, if the owners of a lot in Wendell Creek Estates I purchased before the filing of these supplemental restrictions, covenants, and conditions should not *execute* before a notary public, in the form set forth in Exhibit A attached, an “Owners’ Voluntarily Subjecting Their Lot Permanently to the Application of the Supplemental Restrictions, Covenants, and Conditions Imposed By Document Number _____” (entering on the blank line the number assigned to this document upon recording), and then *record* (or allow the Declarant to record) at the Declarant’s sole expense the completed, executed, and notarized form in the Recorder’s Office of Madison County, Illinois, neither the owners of the lot nor any other person residing on the lot shall be entitled to visit and use the pool and clubhouse as the guest of any person who is so entitled.

4. If the owners of a lot should be more than thirty (30) days delinquent in the payment of the Subdivision Pool Annual Assessment fee or any Subdivision Pool Special Assessment fee, their right – and the right of other persons residing on the lot – to visit and to use the pool and clubhouse, shall be suspended until the fee in question is paid in full.

IN WITNESS WHEREOF, the Declarant, WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, has caused its name to be signed hereto by its Members this _____ day of _____, 2013.

WENDELL CREEK ESTATES, LLC,
An Illinois Limited Liability Company


BY 
Larry Ulrich
Member

BY 
Russell R. Klaustermeier
Member

BY 
Robert C. Harrison
Member

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Larry Ulrich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Notary Public

My commission expires

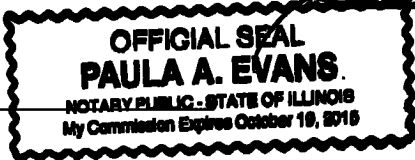


STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Russell R. Klaustermeier, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Notary Public



My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Robert C. Harrison, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.

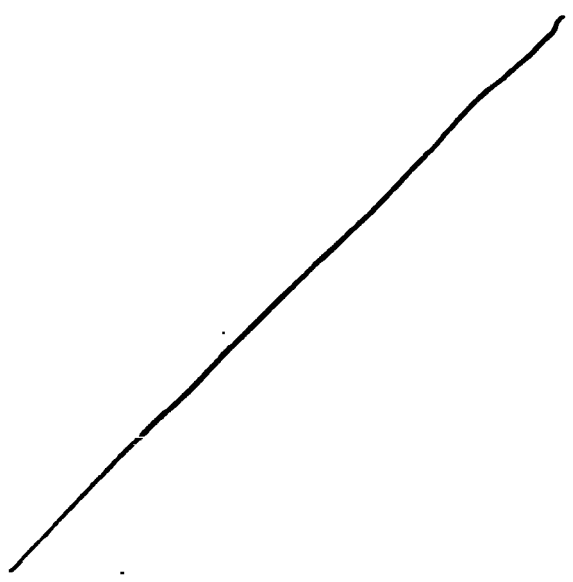


Notary Public



My commission expires _____

Exhibit A



**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

JOHN LONG
BRUCKERT, GRUENKE & LONG, P.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

**OWNERS' VOLUNTARILY SUBJECTING THEIR LOT
PERMANENTLY TO THE APPLICATION
OF THE SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS
IMPOSED BY DOCUMENT NUMBER _____**

We, _____

_____ ,
who constitute all the owners of the entire fee simple interest in Lot ____ (hereinafter referred to simply as the "Lot") in Wendell Creek Estates I, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 65, at Page 168, state the following:

1. The Permanent Parcel Number of the Lot is _____.
2. We obtained the ownership of the Lot by means of a Warranty Deed executed by _____ (names of Sellers/Grantors) on _____ (date), conveying the Lot to us as Purchasers/Grantees, and recorded in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date).
3. We thus obtained the ownership of the Lot *before* Wendell Creek Estates, LLC, recorded the *Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 - 39, 42 - 50, 52, 53, 56 - 58, 60, 62, 63, 67 - 69, 74, and 76* in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date).
4. We hereby voluntarily subject the Lot permanently to the application of the *Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 - 39, 42 - 50, 52, 53, 56 - 58, 60, 62, 63, 67 - 69, 74, and 76* in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date), in order permanently to obtain, for ourselves and all subsequent owners of the Lot, the benefits of the

Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, and 76.

DATE _____

DATE _____

1ST Owner of Fee Simple Interest in the Lot

2ND Owner of Fee Simple Interest in the Lot

DATE _____

DATE _____

3RD Owner of Fee Simple Interest in the Lot

4TH Owner of Fee Simple Interest in the Lot

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by _____ (name of the 1ST Owner of Fee Simple Interest in the Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by _____ (name of the 2ND Owner of Fee Simple Interest in the Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by
_____ (name of the 3RD Owner of Fee Simple Interest in the
Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by
_____ (name of the 4TH Owner of Fee Simple Interest in the
Lot).

Notary Public

My commission expires _____

(Seal)

END OF DOCUMENT



* 2 0 1 3 R 2 9 1 7 1 1 1 *

2013R29171

STATE OF ILLINOIS
MADISON COUNTYFILED FOR RECORD IN
THE RECORDERS OFFICE

07/05/2013 02:34PM

AMY MEYER, RECORDER

REC FEE: 34.00

RHSPS FEE: 9.00

Return
Bud Klaustermeier
112 Weston
Troy, IL 62294

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

JOHN LONG
BRUCKERT, GRUENKE & LONG, P.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

43.00 cash

**FIRST AMENDED
SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS
FOR
LOTS 1, 2, 26 – 28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, AND 76
IN WENDELL CREEK ESTATES I
(BEING THOSE LOTS STILL OWNED BY WENDELL CREEK ESTATES, LLC)
AND FOR ANY OTHER LOT IN WENDELL CREEK ESTATES I
WITH RESPECT TO WHICH THE OWNERS OF THE ENTIRE FEE SIMPLE
INTEREST THEREIN HEREAFTER EXECUTE AND RECORD
A CONSENT THAT THEIR LOT SHOULD ALSO BE SUBJECT TO THESE
SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS,
AND FOR
ALL LOTS IN WENDELL CREEK ESTATES II
AND FOR
ALL LOTS IN WENDELL CREEK ESTATES III**

WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, recorded the SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS FOR LOTS 1, 2, 26 – 28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, AND 76 IN WENDELL CREEK ESTATES I (BEING THOSE LOTS STILL OWNED BY WENDELL CREEK ESTATES, LLC) AND FOR ANY OTHER LOT IN WENDELL CREEK ESTATES I WITH RESPECT TO WHICH THE OWNERS OF THE ENTIRE FEE SIMPLE INTEREST THEREIN HEREAFTER EXECUTE AND RECORD A CONSENT THAT THEIR LOT SHOULD ALSO BE SUBJECT TO THESE SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS, AND FOR ALL LOTS IN WENDELL CREEK ESTATES II AND FOR ALL LOTS IN WENDELL CREEK ESTATES III (hereinafter referred to as the “*Supplemental Restrictions, Covenants, and Conditions*”) in the Recorder’s Office of Madison County, Illinois, as Document Number 2013R23962 on June 3, 2013. WENDELL CREEK ESTATES, LLC, thereafter determined that the *Supplemental Restrictions, Covenants, and Restrictions* should be amended in certain respects, WENDELL CREEK ESTATES, LLC, has adopted – and hereby records – the following **FIRST AMENDED SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS FOR LOTS 1, 2, 26 – 28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, AND 76 IN WENDELL CREEK ESTATES I (BEING THOSE LOTS STILL OWNED BY WENDELL CREEK ESTATES, LLC) AND FOR**

ANY OTHER LOT IN WENDELL CREEK ESTATES I WITH RESPECT TO WHICH THE OWNERS OF THE ENTIRE FEE SIMPLE INTEREST THEREIN HEREAFTER EXECUTE AND RECORD A CONSENT THAT THEIR LOT SHOULD ALSO BE SUBJECT TO THESE SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND CONDITIONS, AND FOR ALL LOTS IN WENDELL CREEK ESTATES II AND FOR ALL LOTS IN WENDELL CREEK ESTATES III, which supersede the *Supplemental Restrictions, Covenants, and Conditions*:

WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, (hereinafter referred to as the "Declarant") is the developer of the land on which WENDELL CREEK ESTATES I is located. In connection with its development of WENDELL CREEK ESTATES I, the Declarant recorded the plat of WENDELL CREEK ESTATES I in Plat Cabinet 65, at Page 168, in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50676 on September 21, 2007, and the *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III* in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50677 on September 21, 2007. The Declarant has not yet recorded a plat for WENDELL CREEK ESTATES II or a plat for WENDELL CREEK ESTATES III. The Declarant still owns 31 lots in WENDELL CREEK ESTATES I (hereinafter referred to as the "Declarant's Remaining Lots"): namely,

<i>Lot Number</i>	<i>Permanent Parcel Number</i>
1	09-2-22-03-02-201-001
2	09-2-22-03-02-201-002
26	09-2-22-02-01-101-022
27	09-2-22-02-01-101-023
28	09-2-22-02-01-101-024
36	09-2-22-02-01-101-032
37	09-2-22-02-01-101-033
38	09-2-22-02-01-101-034
39	09-2-22-02-01-101-035
42	09-2-22-02-01-101-038
43	09-2-22-02-01-101-039
44	09-2-22-02-01-101-040
45	09-2-22-02-01-101-041
46	09-2-22-02-01-101-042
47	09-2-22-02-01-101-043

48	09-2-22-02-01-101-044
49	09-2-22-02-01-101-045
50	09-2-22-02-01-101-046
52	09-2-22-02-01-101-048
53	09-2-22-02-01-101-049
56	09-2-22-03-02-201-007
57	09-2-22-03-02-201-008
58	09-2-22-03-02-201-009
60	09-2-22-03-02-201-011
62	09-2-22-02-01-101-050
63	09-2-22-02-01-101-051
67	09-2-22-02-01-101-055
68	09-2-22-03-02-201-013
69	09-2-22-03-02-201-014
74	09-2-22-03-02-201-019
76	09-2-22-03-02-201-021

The Declarant hereby imposes supplemental restrictions, covenants, and restrictions – for the purpose of constructing, maintaining, and establishing requirements for the use of, a pool and clubhouse on two adjoining lots outside of Wendell Creek Estates I, but in the area to be covered by Wendell Creek Estates II (when the plat thereof is ultimately recorded) – on the following lots: namely, (1) the Declarant’s Remaining Lots; (2) any other lot in Wendell Creek Estates I with respect to which all the owners of the entire fee simple interest therein *execute* before a notary public, in the form set forth in Exhibit A attached, an “Owners’ Voluntarily Subjecting Their Lot Permanently to the Application of the Supplemental Restrictions, Covenants, and Conditions Imposed By Document Number _____” (entering on the blank line the number assigned to this document upon recording), and then *record* (or allow the Declarant to record) at the owners’ sole expense the completed, executed, and notarized form in the Recorder’s Office of Madison County, Illinois; (3) all lots in Wendell Creek Estates II; and (4) all lots in Wendell Creek Estates III. Those supplemental restrictions, covenants, and restrictions – which are in addition to, and not in place of, the *Restrictions for Wendell Creek*

Estates I, Wendell Creek Estates II, and Wendell Creek Estates III in the Recorder's Office of Madison County, Illinois, as Document Number 2007R50677 on September 21, 2007 – are as follows:

1. The term “built lot” refers to a lot on which a residence has been constructed. The term “vacant lot” refers to a lot on which no residence has been constructed. Each built lot shall be subject to a Subdivision Pool Annual Assessment fee and, as needed, Subdivision Pool Special Assessment fees, for the purposes of purchasing the two adjoining lots as a location for the pool and clubhouse, constructing the pool and clubhouse, and maintaining and repairing the pool and clubhouse. The Board of Directors of the Wendell Creek Estates Homeowners Association shall have the sole authority to set the amount and due date of the Subdivision Pool Annual Assessment fee, and the sole authority to determine the need for – and to set the amount and due date of – any Subdivision Pool Annual Special Assessment fee. The Subdivision Pool Annual Assessment fee shall be uniform with respect to all built lots: that is, no Subdivision Pool Annual Assessment shall be made against any built lot that is different from that made against any other built lot. Every Subdivision Pool Special Assessment fee shall be uniform with respect to all built lots: that is, no Subdivision Pool Special Assessment shall be made against any built lot that is different from that made against any other built lot. The Board of Directors of the Wendell Creek Estates Homeowners Association shall mail, email, or otherwise deliver written notice of the amount and due date of a Subdivision Pool Annual Assessment fee or a Subdivision Pool Special Assessment fee at least sixty days (60) days before the due date. If the owners of a built lot should fail to pay either a Subdivision Pool Annual Assessment fee or Subdivision Pool Special Assessment fee by the due date, the Wendell Creek Estates Homeowners Association may commence an action against the delinquent owners in the Circuit Court of Madison County,

Illinois, to collect the overdue fees. If the Wendell Creek Estates Homeowners Association should prevail in such an action against delinquent owners, the Wendell Creek Estates Homeowners Association will also be entitled to recover from the delinquent owners its reasonable attorneys' fees (both for dealing with the delinquent owners before the commencement of litigation and for then filing and prosecuting the litigation), fees paid to expert witnesses, and all other expenses and costs of litigation which it may have incurred. If the allegedly delinquent owners should prevail in such an action, however, they shall not have any right to recover any attorneys' fees, fees paid to expert witnesses, or other expenses and costs incurred by them in litigation.

2. The rights of persons to use the pool and clubhouse will be conditioned upon their residing on a built lot that is subject to these supplemental restrictions, covenants, and conditions. This prerequisite shall be strictly enforced. A lot in Wendell Creek Estates I that is not subject to these supplemental restrictions, covenants, and conditions (regardless of whether the lot is a built lot or a vacant lot) shall be known as a "non-pool lot."

3. The owners of a built lot that is subject to these supplemental restrictions, covenants, and conditions shall be entitled to invite not more than two guests to accompany them to the pool and clubhouse, but those guests can *not* be persons who reside on a non-pool lot. In other words, if the owners of a lot in Wendell Creek Estates I purchased before the filing of these supplemental restrictions, covenants, and conditions should not *execute* before a notary public, in the form set forth in Exhibit A attached, an "Owners' Voluntarily Subjecting Their Lot Permanently to the Application of the Supplemental Restrictions, Covenants, and Conditions Imposed By Document Number _____" (entering on the blank line the number assigned to this document upon recording), and then *record* (or allow the Declarant to

record) at the Declarant's sole expense the completed, executed, and notarized form in the Recorder's Office of Madison County, Illinois, neither the owners of the lot nor any other person residing on the lot shall be entitled to visit and use the pool and clubhouse as the guest of any person who is so entitled.

4. If the owners of a built lot that is subject to these supplemental restrictions, covenants, and conditions should not reside on the built lot, but should lease the built lot to tenants, the owners shall be deemed to have assigned their right – to invite not more than two guests to accompany them to the pool and clubhouse – collectively to their tenants during the tenants' occupancy of the residence on the built lot.

5. If the owners of a built lot should be more than thirty (30) days delinquent in the payment of the Subdivision Pool Annual Assessment fee or any Subdivision Pool Special Assessment fee, their right – and the right of other persons (including the owners' tenants) residing on the built lot – to visit and to use the pool and clubhouse, shall be suspended until the fee in question is paid in full.

IN WITNESS WHEREOF, the Declarant, WENDELL CREEK ESTATES, LLC, an Illinois limited liability company, has caused its name to be signed hereto by its Members this

3 day of JULY, 2013.

WENDELL CREEK ESTATES, LLC,
An Illinois Limited Liability Company

BY [Signature]
Larry Ulrich
Member

BY [Signature]
Russell R. Klaustermeier
Member

BY [Signature]
Robert C. Harrison
Member

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Larry Ulrich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Michael P. Heffren

Notary Public

My commission expires _____.

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Russell R. Klaustermeier, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Michael P. Heffren

Notary Public

My commission expires _____.

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Robert C. Harrison, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of WENDELL CREEK ESTATES, LLC, appeared before me this day in person and executed and delivered said instrument on behalf of the limited liability company, all pursuant to authority given by the Members of the limited liability company, as his free and voluntary act for the uses and purposes set forth herein.



Michael P. Heffren

Notary Public

My commission expires _____.

Exhibit A

**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

JOHN LONG
BRUCKERT, GRUENKE & LONG, P.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

**OWNERS' VOLUNTARILY SUBJECTING THEIR LOT
PERMANENTLY TO THE APPLICATION
OF THE FIRST AMENDED SUPPLEMENTAL RESTRICTIONS, COVENANTS, AND
CONDITIONS IMPOSED BY DOCUMENT NUMBER _____**

We, _____

_____ ,
who constitute all the owners of the entire fee simple interest in Lot ____ (hereinafter referred to simply as the "Lot") in Wendell Creek Estates I, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 65, at Page 168, state the following:

1. The Permanent Parcel Number of the Lot is _____.

2. We obtained the ownership of the Lot by means of a Warranty Deed executed by _____ (names of Sellers/Grantors) on _____ (date), conveying the Lot to us as Purchasers/Grantees, and recorded in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date).

3. We thus obtained the ownership of the Lot *before* Wendell Creek Estates, LLC, recorded the *First Amended Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 - 39, 42 - 50, 52, 53, 56 - 58, 60, 62, 63, 67 - 69, 74, and 76* in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date).

4. We hereby voluntarily subject the Lot permanently to the application of the *First Amended Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 - 39, 42 - 50, 52, 53, 56 - 58, 60, 62, 63, 67 - 69, 74, and 76* in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date), in order permanently to obtain, for ourselves and all subsequent owners of the Lot, the benefits of the *First Amended Supplemental Restrictions, Covenants, and Conditions for Lots 1, 2, 26-28, 36 - 39, 42 - 50, 52, 53, 56 - 58, 60, 62, 63, 67 - 69, 74, and 76*. We understand and acknowledge that the permanent character of our action means that we will not be able to withdraw the Lot from the application of the *First Amended Supplemental Restrictions, Covenants,*

and Conditions for Lots 1, 2, 26-28, 36 – 39, 42 – 50, 52, 53, 56 – 58, 60, 62, 63, 67 – 69, 74, and 76 in the Recorder's Office of Madison County, Illinois, as Document Number _____ on _____ (date).

DATE _____

DATE _____

1ST Owner of Fee Simple Interest in the Lot

2ND Owner of Fee Simple Interest in the Lot

DATE _____

DATE _____

3RD Owner of Fee Simple Interest in the Lot

4TH Owner of Fee Simple Interest in the Lot

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by _____ (name of the 1ST Owner of Fee Simple Interest in the Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by _____ (name of the 2ND Owner of Fee Simple Interest in the Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by
_____ (name of the 3RD Owner of Fee Simple Interest in the
Lot).

Notary Public

My commission expires _____

(Seal)

STATE OF ILLINOIS
COUNTY OF MADISON

This instrument was acknowledged before me on _____ (date) by
_____ (name of the 4TH Owner of Fee Simple Interest in the
Lot).

Notary Public

My commission expires _____

(Seal)

END OF DOCUMENT

RETURN
BUD KLAUSTERMEIER
112 WESTON
TROY, IL. 62294



2017R05057
STATE OF ILLINOIS
MADISON COUNTY
02/13/2017 9:49 AM
AMY M. MEYER, RECORDER
REC FEE: 31.00
CO STAMP FEE:
STAMP FEE:
FF FEE:
RHSPS FEE: 9.00
OF PAGES: 4

**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

JOHN LONG
BRUCKERT, GRUENKE & LONG, P.C.
ATTORNEYS AT LAW
1002 EAST WESLEY DRIVE, SUITE 100
O'FALLON, IL 62269

**DECLARING AMENDMENT
(RECORDED AS DOCUMENT 2012R54390 ON DECEMBER 19, 2012)
OF RESTRICTIONS (RECORDED AS DOCUMENT 2007R50677 ON SEPTEMBER 21, 2007) -
FOR WENDELL CREEK ESTATES I, WENDELL CREEK ESTATES II, AND WENDELL
CREEK ESTATES III -
TO HAVE BEEN SUPERSEDED BY CERTAIN
SUPPLEMENTAL RESTRICTIONS, COVENANTS AND CONDITIONS
(RECORDED AS DOCUMENT 2013R23962 ON JUNE 3, 2013) AND BY
FIRST AMENDED SUPPLEMENTAL RESTRICTIONS, COVENANTS AND CONDITIONS
(RECORDED AS DOCUMENT 2013R29171 ON JULY 5, 2013)
AND, SO, TO BE REPEALED**

40.00 OK 1159

The original *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III* were recorded on September 21, 2007, as Document 2007R50677.

On December 19, 2012, the "Board of the Home Owners Association of the Wendell Creek Estates Subdivision" recorded - as Document 2012R54390 on December 19, 2012 - which stated,

"The Board . . . is adding paragraph 32 to the existing Restrictions for Wendell Creek Estates I, Wendell Creek Estates II and Wendell Creek Estates III.

Paragraph 32 shall read that all homeowners purchasing lots or homes in Wendell Creek Estates Subdivision after Wednesday, December 19, 2012, at 9:00 A.M. shall be part of the Subdivision Pool Assessment fee to be included into the Annual Assessment Fee. The assessed fee will include, building of the pool and clubhouse, parking area, maintenance of the pool, parking lot and etc."

The developer and Declarant, Wendell Creek Estates, LLC, an Illinois limited liability company, thereafter recorded (as Document 2013R23962 on June 3, 2013) certain *Supplemental Restrictions, Covenants and Conditions* for the 31 lots which it still owned in Wendell Creek Estates I and for all lots in Wendell Creek Estates II (the plat of which was then not yet recorded) and for all lots in Wendell Creek Estates III (the plat of which was then not yet recorded).

The developer and Declarant, Wendell Creek Estates, LLC, also recorded (as Document 2013R29171 on July 5, 2013) *First Amended Supplemental Restrictions, Covenants and Conditions* for the 31 lots which it still owned in Wendell Creek Estates I and for all lots in Wendell

Creek Estates II (the plat of which was then not yet recorded) and for all lots in Wendell Creek Estates III (the plat of which was then not yet recorded).

By recording the *Supplemental Restrictions, Covenants and Conditions* and *First Amended Supplemental Restrictions, Covenants and Conditions*, the developer and Declarant, Wendell Creek Estates, LLC, the developer and Declarant, Wendell Creek Estates, LLC, imposed


“supplemental restrictions, covenants, and restrictions – for the purpose of constructing, maintaining, and establishing requirements for the use of, a pool and clubhouse on two adjoining lots outside of Wendell Creek Estates I, but in the area to be covered by Wendell Creek Estates II (when the plat thereof is ultimately recorded) – on the following lots: namely, (1) the Declarant’s Remaining Lots; (2) any other lot in Wendell Creek Estates I with respect to which all the owners of the entire fee simple interest therein *execute* before a notary public, in the form set forth in Exhibit A attached, an “Owners’ Voluntarily Subjecting Their Lot Permanently to the Application of the Supplemental Restrictions, Covenants, and Conditions Imposed By Document Number _____” (entering on the blank line the number assigned to this document upon recording), and then *record* (or allow the Declarant to record) at the owners’ sole expense the completed, executed, and notarized form in the Recorder’s Office of Madison County, Illinois; (3) all lots in Wendell Creek Estates II; and (4) all lots in Wendell Creek Estates III.”

The Wendell Creek Estates Homeowners Association, an Illinois not-for-profit corporation – the Board of which recorded Document 2012R54390 (referred to above in the second paragraph of this document) on December 19, 2012 – has determined that Document 2012R54390, adding paragraph 32 to the *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III*, has been superseded by the *Supplemental Restrictions, Covenants and Conditions* and by the *First Amended Supplemental Restrictions, Covenants and Conditions* recorded by the developer and Declarant, Wendell Creek Estates, LLC. Consequently, the Wendell Creek Estates Homeowners Association, an Illinois not-for-profit corporation, has determined, and now declares, that paragraph 32 added to the *Restrictions for Wendell Creek Estates I, Wendell Creek Estates II, and Wendell Creek Estates III* by Document 2012R54390 on December 19, 2012, is *repealed*.

IN WITNESS WHEREOF, the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, has caused its name to be signed hereto by its President, Secretary, and all five Members of its Board of Directors.

WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION,
An Illinois Not-for-Profit Corporation

BY 
Larry Ulrich
President and Member of Board of Directors

BY 
Russell R. Klaustermeier
Member of Board of Directors

BY [Signature]
Robert C. Harrison
Member of Board of Directors

BY [Signature]
Paul Homan
Member of Board of Directors

BY [Signature]
Jeff Soland
Secretary and Member of Board of Directors

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Larry Ulrich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be both the President and a Member of Board of Directors of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, appeared before me this day in person and – in his capacities as both President and Member of the Board of Directors – executed and delivered said instrument on behalf of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation.

[Signature]
Notary Public

My commission expires 9/2/2019.



STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Russell R. Klaustermeier, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of Board of Directors of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, appeared before me this day in person and – in his capacity as a Member of the Board of Directors – executed and delivered said instrument on behalf of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation.

[Signature]
Notary Public

My commission expires 9/2/2019.



STATE OF Illinois)
)
COUNTY OF Madison)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Robert C. Harrison, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of Board of Directors of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, appeared before me this day in person and – in his capacity as a Member of the Board of Directors – executed and delivered said instrument on behalf of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation.

Denay Brown
Notary Public

My commission expires 2-19-17.



STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Paul Homan, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be a Member of Board of Directors of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, appeared before me this day in person and – in his capacity as a Member of the Board of Directors – executed and delivered said instrument on behalf of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation.

Kelly L Huelsmann
Notary Public

My commission expires 9/2/2019.



STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, a Notary Public, in and for said county and state, DO HEREBY CERTIFY that Jeff Soland, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and personally known to me to be the Secretary and a Member of Board of Directors of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, appeared before me this day in person and – in his capacities as both Secretary and Member of the Board of Directors – executed and delivered said instrument on behalf of the WENDELL CREEK ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation.

Kelly L Huelsmann
Notary Public

My commission expires 9/2/2019.

