

PREPARED BY AND AFTER  
RECORDING, RETURN TO:  
Jenny H. Park  
Meyer Capel, A Professional Corporation  
306 W. Church St.  
Champaign, Illinois 61820  
(217) 352-1800

2021-00763  
KAREN L. MILLER  
LASALLE COUNTY RECORDER  
OTTAWA, IL  
RECORDED ON  
01/14/2021 11:18 AM  
PAGES: 12  
PLAT ACT: 0  
REC FEE 92.50  
RHSP FEE 9.00

---

SPACE ABOVE THIS LINE FOR RECORDING

THE VILLAS OF HOLLY BROOK  
RESTRICTIVE COVENANTS

THE RESTRICTIVE COVENANTS are made and entered into by PHILLIPS INVESTMENTS LLC – STREATOR FACILITY SERIES, a series of an Illinois limited liability company (“Developer”) of the following described real estate:

See Exhibit A attached hereto and incorporated herein by reference (“Real Estate”)

IT IS HEREBY provided that all conveyances of any or all of the Real Estate shall be taken and understood to be incorporating in all such conveyances without repeating the same the following restrictions as applicable:

1. Zoning. The use of the lots (“Lots” and each a “Lot”) within The Villas of Holly Brook (“Subdivision”) shall conform to the zoning ordinances of the City of Streator, LaSalle County, Illinois (“City”).

2. Sewerage System. No individual sewage disposal system shall be installed or maintained on any Lot. Sanitary sewerage drainage outlets shall not be connected with the storm drainage system, and storm or surface drainage outlets shall not be connected with the sanitary sewerage drainage system. Development of the individual Lots shall include provisions for underground storm sewer systems to connect to public storm sewers, as shown on construction plans approved by the City. Responsibility for such connections and cost shall be borne by such lot owner at time of development of such Lot.

3. Utilities. Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat of the Subdivision, as the same may be amended from time to time. No building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each Lot Owner shall

reasonably cooperate on any written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings, or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities, except as noted herein. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals.

4. Temporary Structures. No trailer, basement, tent, shack, garage, barn, structure of temporary character or other outbuilding erected or situated on any Lot shall at any time be used as a residence, dwelling, or commercial building, either temporarily or permanently, except that construction trailers will be permitted on a temporary basis as approved by the Committee as set forth in paragraph 5 below.

5. Architectural Committee and Prior Approval of Plans.

a. Creation. The Architectural Committee (the "Committee") shall have the authority to approve or disallow the placement and/or the modification of any structure on a building site and is composed of the following three persons:

Reginald H. Phillips, 2402 18<sup>th</sup> Street, Charleston, Illinois 61920  
Chad R. Phillips, 2402 18<sup>th</sup> Street, Charleston, Illinois 61920  
Hadley D. Phillips, 2402 18<sup>th</sup> Street, Charleston, Illinois 61920

A majority of the Committee may designate a representative to act for it. 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 owners of one hundred percent (100%) of the Lots in the Subdivision 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 the Committee to promote the development of the Subdivision in a manner likely to enhance the property value of the Subdivision; therefore, the Committee, in the Committee's sole discretion, shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the development of the area. Such approval, however, shall not be unreasonably withheld. The Committee shall have the power to reduce side-yard and front-yard requirements subject to the zoning ordinances of the City, as amended from time to time.

c. Procedures.

(i) Building Plans etc. No building, planting, dwelling, fence, signage, or other structure (including, but not limited to, satellite dishes and antenna systems) or excavation shall be erected or constructed upon, under or above or moved upon ("events") any part of the Subdivision unless the plans and specifications thereof, showing the proposed construction nature,

kind, shape, height, material, signage, and color scheme thereof, and building elevations, and a plot plan showing lot lines, ingress and egress, boundaries of the building site, location of signs, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted to and approved in writing by the Committee. A copy of such plans and specifications, plot plan and grading plan, with planned landscaping, exterior lighting, parking, ingress and egress, and placement of all outdoor signs, as finally approved shall be deposited for permanent record with the Committee.

(ii) Approval by Committee: The Committee shall act with reasonable speed and diligence to review any submittals required herein. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, 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 Committee, any member of the Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the division, 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: The approval by the 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.

Neither the Committee nor any member thereof, nor the Developer, 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 Committee or any member thereof, or the Developer.

(v) Constructive Evidence of Action by Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, Lot or parcel in the 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 Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

6. Buildings. It is the intent and purpose of these covenants to assure that all buildings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. All buildings shall be of construction material as approved the Committee.

7. Building Location. No building constructed shall be located on any Lot nearer to the Lot lines than the minimum building set back lines as approved the Committee and the City regulations. Parking may be located within building setbacks, in accordance with City regulations.

8. Easements. Easements for vehicular ingress-egress and for installation, operation, and maintenance of utilities and drainage facilities are reserved as shown on the plat. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities, except as noted herein.

9. 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 and screened from visibility. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Compactors, dumpsters, and related refuse disposal equipment shall be enclosed or within the building or visibly screened.

10. Maintenance. Each Lot owner shall maintain and keep in good repair the parking facilities within its own parcel, and landscaped areas on its own parcel, and shall keep such parking areas clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting. Site improvements to individual lots with common lines shall be coordinated such that the improvements shall meet at equal grade as much as practical. Weeds on the vacant Lot shall be cut when twelve (12) inches high. If a Lot owner fails to do so the Committee may cause weeds to be cut and a lien may be filed against such Lot for weed mowing per cutting, plus costs of filing and reasonable attorneys' fees. Lot owners shall endeavor to keep the Lots clean of debris and waste materials so as to preserve a neat appearance.

11. Outlot A. Outlot A is reserved for and as future public road of the City at such time as determined by the Developer and the City. All Lot owners shall cooperate with the Developer and the City on any and all dedication of Outlot A as determined by Developer and the City.

12. Building and Other Requirements. Except with the prior written approval of the Committee, no building or structure shall be constructed or maintained in the Subdivision unless such building or structure shall conform to the following covenants and requirements:

- (i) All buildings erected on any building site shall be of material approved by the Committee and of good quality suitably adapted for use in the construction of such buildings, and no old building or buildings shall be placed on or moved to the Lots.
- (ii) All buildings shall of height allowed by City regulations.
- (iii) Any rooftop equipment located on the top of any such building shall be screened in a manner satisfactory to the Committee.

- (iv) No rooftop sign shall be erected or maintained with respect to any such building, unless the maximum height of the sign is no greater than the maximum roof height.
- (v) No freestanding identification sign may be erected on the subject area without approval of the Committee. In no event shall such freestanding identification sign exceed ten (10) feet in height within any set back area as may be approved by the Committee. Temporary signage of any kind is prohibited after building construction. All signs shall be in conformity with the City sign and zoning ordinances.
- (vi) Each Lot owner shall repair and maintain in good condition any sidewalk provided for each Lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways shall be paved with concrete or asphalt as approved by the Committee. All sidewalks shall be paved in accordance with the City regulations.

13. Detention Basin Assessment. It is contemplated that there will be three (3) detention basins located within Lot 1 which two (2) of such detention basins shall be shared between Lots 1 and 2. The "Southeast Detention Basin" as depicted on Exhibit B attached hereto and made a part hereof shall be solely for Lot 1 and expenses of maintaining said "Southeast Detention Basin" shall be the sole responsibility of Lot 1 owner. The expenses of maintaining two of the three (3) detention basins referred to on Exhibit B as the "Southwest Detention Basin" and the "West Detention Basin" shall be shared by Lot 1 and Lot 2 based upon the ratio of the square footage of such Lot divided by the total square footage of all such Lots (that being 82.7% for Lot 1 and 17.3% for Lot 2); provided, however, any dredging of the detention basins or work on failed piping to the detention basins from each of Lot 1 or Lot 2 for the Southwest Detention Basin and/or the West Detention Basin shall be shared equally by Lot 1 and Lot 2. Such maintenance costs shall include maintenance of the detention basin, repair of retaining walls, mowing and remedy of contamination of the basin. Such maintenance and actual costs thereof shall be assessed by Lot 1 owner. The owner of Lot 1 shall submit to the applicable Lot owners an invoice indicating the total cost of such maintenance item and the Lot owner's share. The Lot owners shall pay such assessments to the owner of Lot 1 within thirty (30) days of receipt of such invoice. Failure to timely pay the assessment shall entitle the owner of Lot 1 to place assessment liens against the Lot for any unpaid assessments; moreover, said owner of Lot 1 shall be entitled to recover reasonable attorneys' fees and other costs incurred in the filing and enforcement of such lien. Lot 3 owner shall detain Lot 3's storm water and construct a detention facilities on Lot 3 as necessary and required by the City, at Lot 3 owner's sole cost and expense. Lot 3 owner shall maintain due diligence at all times with preventative measures to minimize discharge of sediment into the Lot 1 detention basins. Notwithstanding anything contained herein to the contrary, any dredging of the detention basins, work on failed piping or any other repairs to the detention basins on Lot 1 caused by only one Lot, its owners, agents, employees, licensees, invitees, patrons or guests, shall be the sole and exclusive responsibility of

said Lot owner, with said Lot owner paying all costs of dredging, repair, replacement and/or other improvements relating to such damage.

14. 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 during normal business hours as much as is reasonably feasible so as to not materially interfere with regular traffic and so as to not create offensive dust, debris, noise or fumes. Insurance shall be kept in force for liability purposes during all times of construction in accordance with the standards set forth by the Committee. Any damage to parking or access areas, wherever located, caused by heavy construction traffic shall be promptly repaired by said Lot owner responsible for such construction or work, 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 customer traffic flow or business activities of the other Lot owners, the 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 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.

15. Construction Maintenance. During the course of construction all materials and equipment shall be stored only on the Lot on which construction is underway. Debris and waste involved in the construction shall be confined to the Lot on which construction is underway and shall be removed from the Lot each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent Lots. No burning shall be permitted within the Subdivision.

16. Hazardous Waste. The Lot owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on the Lot. The Lot owner shall not do, nor allow anyone else to do, anything affecting the Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses, maintenance of the premises, or retail sale in the ordinary course of business. The Lot owner shall promptly give the Committee, Developer or its successor or assigns written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Lot and any Hazardous Substance or Environmental Law of which Lot owner has actual knowledge. If the Lot owner learns or is notified by any governmental or regulatory authority, that any removal or other re-mediation of any Hazardous Substance affecting the Lot is necessary, the Lot owner shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Real Estate is located that relate to health, safety or environmental protection.

17. Severability. 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 is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

18. Term and Enforceability. Unless amended as provided herein, these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover its/his/her/their reasonable costs and attorney fees.

19. Amendment of Covenants. These restrictive covenants may be amended or waived, in whole or in part by an instrument signed, acknowledged, and recorded by all of the then Lot owners and a majority of the members of the Committee.

20. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in these covenants shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. Incorporation of Plat. All notes and restrictions indicated on the plat are incorporated herein by reference.

THIS SPACE INTENTIONALLY LEFT BLANK  
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, this instrument has been executed on this 16<sup>th</sup> day of December, 2020.

DEVELOPER:

PHILLIPS INVESTMENTS LLC – STREATOR FACILITY SERIES, a series of an Illinois limited liability company

By: Chad Phillips  
Name: Chad Phillips  
Title: Manager

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF Peoria )

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Chad Phillips, personally known to me to be the Manager of Phillips Investments LLC – Streator Facility Series, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, for the uses and purposes therein set forth, said act being his free and voluntary act and being the free and voluntary act of said company for the uses and purposes therein set forth.

DATED this 16<sup>th</sup> day of December, 2020.



Ronette J. Krusa  
Notary Public



Exhibit A

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, LASALLE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST, (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE 1201) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 383.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, PARALLEL TO AND 383.00 FEET NORMALLY DISTANT EASTERLY FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 431.26 FEET TO THE NORTHEAST CORNER OF A 0.440 ACRE TRACT, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 2018-13201 IN THE LASALLE COUNTY RECORDER'S OFFICE; THENCE NORTH 89 DEGREES 41 MINUTES 43 SECONDS WEST, PARALLEL TO AND 404.66 FEET NORMALLY DISTANT NORTHERLY FROM THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 18, 383.00 FEET TO THE NORTHWEST CORNER OF SAID 0.440 ACRE TRACT AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, ALONG SAID WEST LINE, 885.82 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 51 MINUTES 03 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 1314.94 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 1319.82 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 923.63 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 35.885 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED FOR RIGHT OF WAY PURPOSES ALONG THE SOUTH SIDE THEREOF.

**ALSO KNOWN AS:**

LOT 1, LOT 2, LOT 3 AND OUTLOT "A" IN THE VILLAS OF HOLLY BROOK, AS PER PLAT RECORDED 1-14-21, 2020 AS DOCUMENT NUMBER 2021-00763 IN LASALLE COUNTY, ILLINOIS.

