



**A RESTRICTED SUBDIVISION IN
ST. CLAIR COUNTY, ILLINOIS**

**HOMEOWNERS
REFERENCE GUIDE**

JULY 2022

**WILDWOOD LAKE ESTATES ASSOCIATION, INC.
P.O. BOX 444
SMITHON ILLINOIS 62285
WWW.WILDWOODLAKEESTATES.COM**

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
Original Wildwood Lake Estates Covenants & Conditions	2
Original Wildwood Lake Restrictions	5
First Addition to Wildwood Lake Estates Covenants & Conditions	7
First Addition Lake Restrictions	10
Second Addition to Wildwood Lake Estates Covenants & Conditions	12
Second Addition Lake Restrictions	15
Third Addition to Wildwood Lake Estates Covenants & Conditions	17
Third Addition Lake Restrictions	20
Fourth Addition to Wildwood Lake Estates Covenants & Conditions	22
Fourth Addition Lake Restrictions	25
By-Laws of the Wildwood Lake Estates Association, Inc. (WLEA)	28
Form: Application for Exterior Alterations	42

Editor's Note: The restriction documents contained in this Guide were typed verbatim from the originals on file in the St. Clair County Registrar's office. The original restriction documents contain misspellings, typographical, and/or grammatical errors; however, these errors are included in this guide book since these original documents are a matter of record. (Gene Smith, President 2010, WLEA)

Copies of the original restrictions on file in the St. Clair County may also be found on the Wildwood Lake Estates website at: www.wildwoodlakeestates.com.

WILDWOOD LAKE ESTATES RESTRICTIONS INDENTURE

WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 18th day of September, 1980, in Book of Plats 2492 on page 1152, as document No. A662359, a certain Real Estate Subdivision Plat known as "**WILDWOOD LAKE ESTATES**", the legal description of the Property so platted as follows, to wit:

"WILDWOOD LAKE ESTATES, A SUBDIVISION OF PART OF SECTIONS 8, 9, and 17, T.2 S.-R. 8W of the 3RD P.M. ST CLAIR COUNTY, ILLINOIS"; reference being has to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plat "74" on page 6

Situated in St. Clair County, Illinois, Prairie du Long Township.

AND WHEREAS said plat and the premises shown thereon are, and shall hereafter be, made a part hereof.

AND WHEREAS, the maker of this Indenture, Leland C. and Bernice A. Nollau, Smithton, Illinois, are the owners of the premises comprising said "Wildwood Lake Subdivision" (hereinafter called the "Premises" or the Subdivision).

AND WHEREAS, the undersigned does desire to impose upon said Premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owners of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision certain easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of the plat of said "Wildwood Lake Estates" above described.

1. Building Locations. No building, or part thereof, shall be erected or placed on any lot in the Subdivision;
 - A. Nearer to the roads, than the building lines shown on the plat of the said Subdivision;
 - B. Less than 25 feet from any lines defining the limits of ownership of abutting property;
 - C. Less than 25 feet from said Lakes: Wildwood Lake, Berrywood Lake, and Driftwood Lake.
2. Easements. All easements as shown on said recorded plat shall be, and the same are hereby, set aside and reserved for the wires, pipes, water meters, gas meters, sewer and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property for roadway purposes. All utility wires, pipes and lines,

including telephone, electric, gas, water and sewage, shall be buried underground (except to the extent that emergencies require otherwise).

No building of structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown in said plat, or which may hereafter be established, without the approval of the Architectural Control Committee, and the utility companies which may be using said easement for their facilities, underground cable or pipes, etc.

The owner of each lot shall at all times, with respect to said easement of easements, properly care for same, and keep same free from unsightly accumulations, weeds, debris and other such matter.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

4. Junk and Trash. No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors.

5. Storage of Vehicles. All vehicles, trailers, campers and boats must be stored, when not in use, in an enclosed building. Parking of motor vehicles on the street, on a regular basis, is prohibited.

6. Motorized Vehicles. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

7. Oil, Gas, and Other Minerals. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. Temporary Facilities. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months.

9. Fences. All fences must consist of plants, wood, brick, stone or other natural materials, except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item of recreational equipment.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes, and, provided further, that they shall be confined to the lot of their owner, and not be permitted to run at large. No steel enclosures, or outside kennels or pet houses shall be permitted.

11. Signs. No sign of any kind shall be displayed to the public eye on any lot except:

A. One sign of not more than 3 Feet on a side, the purpose of which shall be to advertise a premise for sale or rent.

B. Signs used by a builder to advertise the premises during the construction and sale period.

C. Any size or type of sign the undersigned owner or agents of the undersigned owner, with the owner's permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.

12. Land Use. All lots in the Subdivision, with the exception of the dam, shall be used exclusively for one-family, residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool and they must be approved by the Architectural Control Committee.

13. Division of Lots. No lot in the Subdivision may be further divided.

14. Dwelling Size. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:

A. One-story dwellings, 2000 Square Feet.

B. Split level, one and one-half, and two-story dwellings, 2600 Square Feet of living area.

C. Not to exceed two stories, front elevation, in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.

15. Construction Materials. Each dwelling must be of at least 25% masonry. No flat roofs - minimum pitch of 20% except when approved by the Architectural Control Committee. If concrete is exposed more than three feet above the ground, same shall be veneered, unless the approval of the Architectural Control Committee shall be obtained, permitting a mere decorative finish.

No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding shall require the approval of the Architectural Control Committee.

16. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be ten feet.

17. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

18. Swimming Pools. All swimming pools shall be of a permanent construction, and under no conditions will an above ground pool be permitted.

19. Fuel Storage Tanks. No gas, oil, or fuel tank shall be permitted on any lot unless such is buried below the surface of the ground. All exposed tanks, of any kind, are prohibited.

20. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. All lots are required to tap-in and use the main sewage system.

WILDWOOD LAKE ESTATES: LAKE RESTRICTION INDENTURE

The purchaser of Lots: 18, 20, 22, 24, 25, 27, 29, 31, 33, 35, 38, 41, 42, 45, 46, 47, 50, 51, 52, 53, 54, 55 and 56, inclusive shall acquire the fee title to the entire area of the Lot or Lots purchased. However, the right to use the area of these Lots comprising (i.e., within the water area) shall be reserved for the joint use of the present or future owners of said Lots in Wildwood Lake Estates.

The use of waters, are for swimming, fishing, boating, etc. is limited to members of the family of lot owners and "reasonable amount of guests". At no time is the area to be used for public use. The Wildwood Lake Committee shall determine clarification of "reasonable amount of guests". All lake lot owners shall belong to The Wildwood Lake Association.

The use of power drive boats over 10 horse power will not be permitted.

Boat landings or docks will be permitted provided that said boat landings or docks do not extend more than 30 feet from the "shore line" into the lake. The boat landing or dock shall be constructed of Styrofoam or other materials of equal quality (except oil barrels will not be allowed). All docks shall be of floating construction, so that the top of the dock will not be more than 24 inches above the water line, except for hand or safety rail. No covered docks will be permitted.

No building or structure, nor any part thereof, except the boat landings or docks mentioned above, may be erected or maintained in the Lake area.

No commercial use shall be made of the Lake.

The dams and spillways of Wildwood Lake Estates shall be the obligation of the present and future owners of the lake lots and all other future lots that may be developed in the lake are to maintain and properly protect said dams and spillways.

The makers of this indenture shall name, constitute and appoint three (3) members to the Wildwood Lake Steering Committee, having the following rights, duties, and authority to-wit:

1. To examine, inspect, consider, approved or reject, any and all plans, ideas, suggestions, proposals or changes, proposed by any member of said committee, or any one or all of the owners of the lots of the lake area. A majority of the members of said Wildwood Lake Owners Committee shall decide any problem arising relative to the maintenance of said dams and spillways.

2. To establish and fix costs of any maintenance, building or rebuilding of existing lake facilities, or improvements thereto, and submit these costs on a pro-rate share of cost basis to all owners of said lake lots. Costs so established shall be a direct lien against the owners of any one or all of the said lots.

The original members of said Wildwood Lake Owners Committee may at any time appoint, designate or name any owner of lake lots as additional members or successors on said committee. The new member or members, so appointed, shall continue to have the aforementioned rights, duties, and authority as set forth in the foregoing indenture.

FIRST ADDITION TO WILDWOOD LAKE ESTATES

WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 25 day of November, 1985, in Book of Plats 81 on page 83, as document No. A829110, a certain Real Estate Subdivision Plat known as "**FIRST ADDITION TO WILDWOOD LAKE ESTATES**", the legal description of the Property so platted as follows, to wit:

"FIRST ADDITION TO WILDWOOD LAKE ESTATES, A SUBDIVISION OF PART OF SECTIONS 8 AND 17 IN T. 2S., R. 8W OF THE 3RD P.M. ST CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 81 on page 83.

Situated in St. Clair County, Illinois, Prairie du Long Township.

AND WHEREAS said plat and the premises shown thereon are, and shall hereafter be, made a part hereof.

AND WHEREAS, the maker of this Indenture, Leland C. and Bernice A. Nollau, Smithton, Illinois, are the owners of the premises comprising said "Wildwood Lake Subdivision" (hereinafter called the "premises" or the Subdivision).

AND WHEREAS, the undersigned does desire to impose upon said Premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owner of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision certain easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of the plat of said "Wildwood Lake Estates" above described.

1. Building Locations. No building, or part thereof, shall be erected or placed on any lot in the Subdivision;

A. Nearer to the roads, than the building lines shown on the plat of the said Subdivision;

B. Less than 25 feet from any lines defining the limits of ownership of abutting property;

C. Less than 25 feet from said Lakes: Wildwood Lake, Berrywood Lake, and Driftwood Lake.

2. Easements. All easements as shown on said recorded plat shall be, and the same are hereby, set aside and reserved for the wires, pipes, water meters, gas meters, sewer and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property for roadway purposes. All utility wires, pipes and lines, including telephone, electric, gas, water and sewage, shall be buried underground (except to the extent that emergencies require otherwise).

No building of structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown in said plat, or which may hereafter be established, without the approval of the Architectural Control Committee, and the utility companies which may be using said easement for their facilities, underground cable or pipes, etc.

The owner of each lot shall at all times, with respect to said easement of easements, Properly care for same, and keep same free from unsightly accumulations, weeds, debris and other such matter.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

4. Junk and Trash. No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors.

5. Storage of Vehicles. All vehicles, trailers, campers and boats must be stored, when not in use, in an enclosed building. Parking of motor vehicles on the street, on a regular basis, is prohibited.

6. Motorized Vehicles. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

7. Oil, Gas, and Other Minerals. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. Temporary Facilities. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months.

9. Fences. All fences must consist of plants, wood, brick, stone or other natural materials, except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item of recreational equipment.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes, and, provided further, that they shall be confined to the lot of their owner, and not be permitted to run at large. No steel enclosures, or outside kennels or pet houses shall be permitted.

11. Signs. No sign of any kind shall be displayed to the public eye on any lot except:

- A. One sign of not more than 3 Feet on a side, the purpose of which shall be to advertise a premise for sale or rent.
 - B. Signs used by a builder to advertise the premises during the construction and sale period.
 - C. Any size or type of sign the undersigned owner or agents of the undersigned owner, with the owner's permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.
12. Land Use. All lots in the Subdivision, with the exception of the dam, shall be used exclusively for one-family, residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool and they must be approved by the Architectural Control Committee.
13. Division of Lots. No lot in the Subdivision may be further divided.
14. Dwelling Size. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:
- A. One-story dwellings, 2000 Square Feet.
 - B. Split level, one and one-half, and two-story dwellings, 2600 Square Feet of living area.
 - C. Not to exceed two stories, front elevation, in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.
15. Construction Materials. Each dwelling must be of at least 25% masonry. No flat roofs - minimum pitch of 20% except when approved by the Architectural Control Committee. If concrete is exposed more than three feet above the ground, same shall be veneered, unless the approval of the Architectural Control Committee shall be obtained, permitting a mere decorative finish.
- No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding shall require the approval of the Architectural Control Committee.
16. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be ten feet.
17. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

18. Swimming Pools. All swimming pools shall be of a permanent construction, and under no conditions will an above ground pool be permitted.

19. Fuel Storage Tanks. No gas, oil, or fuel tank shall be permitted on any lot unless such is buried below the surface of the ground. All exposed tanks, of any kind, are prohibited.

20. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. All lots are required to tap-in and use the main sewage system.

21. Satellite Dishes. All satellite dishes are to be constructed of a mesh see thru design and the placement of said satellite dishes shall be approved by the Architectural Control Committee.

FIRST ADDITION: LAKE RESTRICTION INDENTURE

The purchaser of Lots numbered 62, 63, 64, 65, 66, 67, 68, 68, 70, 71, 73, 82, 83, 84, 85 and 86, inclusive shall acquire the fee title to the entire area of the Lot or Lots purchased. However, the right to use the area of these Lots (within the water area) shall be reserved for the joint use of the present or future owners of said Lots in Wildwood Lake Estates and First Addition to Wildwood Lake Estates.

The Lots on Berrywood Lake numbered 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98,100, inclusive shall be for the exclusive use of the above said mentioned lot owners.

The use of waters, are for swimming, fishing, boating, etc. is limited to members of the family of lots owners and "reasonable amount of guest". At no time is the area to be used for public use. The Wildwood Lake Committee shall determine clarification of "reasonable amount of guest". All lake lot owners shall belong to the Wildwood Lake Association.

The use of power drive boats over 10 horse power will not be permitted.

Boat landings or docks will be permitted provided that said boat landings or docks do not extend more than 30 feet from the "shore line" into the lake. The boat landing or dock shall be constructed of Styrofoam or other materials of equal quality (except oil barrels will not be allowed). All docks shall be of floating construction, so that the top of the dock will not be more than 24 inches above the water line, except for hand or safety rail. No covered docks will be permitted.

No building or structure, nor any part thereof, except the boat landings or docks mentioned above, may be erected or maintained in the Lake area.

No commercial use shall be made of the Lake.

The dams and spillways of Wildwood Lake Estates shall be the obligation of the present and future owners of the lake lots and all other future lots that may be developed in the lake are to maintain and properly protect said dams and spillways.

The makers of this indenture shall name, constitute and appoint three (3) members to the Wildwood Lakes Steering Committee, having the following rights, duties, and authority to-wit:

1. To examine, inspect, consider, approved or reject, any and all plans, ideas, suggestions, proposals or changes, proposed by any member of said committee, or any one or all of the owners of the lots of the lake area. A majority of the members of said Wildwood Lake Owners Committee shall decide any problem arising relative to the maintenance of said dams and spillways.

2. To establish and fix costs of any maintenance, building or rebuilding of existing lake facilities, or improvements thereto, and submit these costs on a pro-rate share of cost basis to all owners of said lake lots. Costs so established shall be a direct lien against the owners of any one or all of the said lots.

The original members of said Wildwood Lake Owners Committee may at any time appoint, designate or name any owner of lake lots as additional members or successors on said committee. The new member or members, so appointed, shall continue to have the aforementioned rights, duties, and authority as set forth in the foregoing indenture.

SECOND ADDITION TO WILDWOOD LAKE ESTATES

WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 13th day of April, 1987, in Book of Plats 84 on page 23, as document No. A890871, a certain Real Estate Subdivision Plat known as "SECOND ADDITION TO WILDWOOD LAKE ESTATES", the legal description of the Property so platted as follows, to wit:

"SECOND ADDITION TO WILDWOOD LAKE ESTATES BEING A SUBDIVISION OF PART OF SECTIONS 8 AND 17 IN T. 2S., R. SW OF THE 3RD P.M. ST CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 84 on page 23.

Situated in St. Clair County, Illinois, Prairie du Long Township.

AND WHEREAS said plat and the premises shown thereon are, and shall hereafter be, made a part hereof.

AND WHEREAS, the maker of this Indenture, Leland C. and Bernice A. Nollau, Smithton, Illinois, are the owners of the premises comprising said "SECOND ADDITION TO WILDWOOD LAKE ESTATES SUBDIVISION" (or the SUBDIVISION).

AND WHEREAS, the undersigned does desire to impose upon said Premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owner of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision certain easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of said "SECOND ADDITION TO WILDWOOD LAKE ESTATES" above described.

1. Building Locations. No building, or part thereof, shall be erected or placed on any lot in the Subdivision;
 - A. Nearer to the roads, than the building lines shown on the plat of the said Subdivision;
 - B. Less than 25 feet from any lines defining the limits of ownership of abutting property;
 - C. Less than 25 feet from said Lakes: Wildwood Lake, Berrywood Lake, and Driftwood Lake.
2. Easements. All easements as shown on said recorded plat shall be, and the same are hereby, set aside and reserved for the wires, pipes, water meters, gas meters, sewer and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property for roadway purposes. All utility wires, pipes and lines, including telephone, electric, gas, water and sewage, shall be buried underground (except to the extent that emergencies require otherwise).

No building of structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown in said plat, or which may hereafter be established,

without the approval of the Architectural Control Committee, and the utility companies which may be using said easement for their facilities, underground cable or pipes, etc.

The owner of each lot shall at all times, with respect to said easement of easements, Properly care for same, and keep same free from unsightly accumulations, weeds, debris and other such matter.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

4. Junk and Trash. No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors.

5. Storage of Vehicles. All vehicles, trailers, campers and boats must be stored, when not in use, in an enclosed building. Parking of motor vehicles on the street, on a regular basis, is prohibited.

6. Motorized Vehicles. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

7. Oil, Gas, and Other Minerals. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. Temporary Facilities. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months.

9. Fences. All fences must consist of plants, wood, brick, stone or other natural materials, except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item of recreational equipment.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes, and, provided further, that they shall be confined to the lot of their owner, and not be permitted to run at large. No steel enclosures, or outside kennels or pet houses shall be permitted.

11. Signs. No sign of any kind shall be displayed to the public eye on any lot except:
 - A. One sign of not more than 3 Feet on a side, the purpose of which shall be to advertise a premise for sale or rent.
 - B. Signs used by a builder to advertise the premises during the construction and sale period.
 - C. Any size or type of sign the undersigned owner or agents of the undersigned owner, with the owner's permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.

12. Land Use. All lots in the Subdivision, with the exception of the dam, shall be used exclusively for one-family, residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool and they must be approved by the Architectural Control Committee.

13. Division of Lots. No lot in the Subdivision may be further divided.

14. Dwelling Size. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:
 - A. One-story dwellings, 2000 Square Feet.
 - B. Split level, one and one-half, and two-story dwellings, 2600 Square Feet of living area.
 - C. Not to exceed two stories, front elevation, in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.

15. Construction Materials. Each dwelling must be of at least 25% masonry. No flat roofs - minimum pitch of 20% except when approved by the Architectural Control Committee. If concrete is exposed more than three feet above the ground, same shall be veneered, unless the approval of the Architectural Control Committee shall be obtained, permitting a mere decorative finish.

No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding shall require the approval of the Architectural Control Committee.

16. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be ten feet.

17. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

18. Swimming Pools. All swimming pools shall be of a permanent construction, and under no conditions will an above ground pool be permitted.

19. Fuel Storage Tanks. No gas, oil, or fuel tank shall be permitted on any lot unless such is buried below the surface of the ground. All exposed tanks, of any kind, are prohibited.

20. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. All lots are required to tap-in and use the main sewage system.

21. Satellite Dishes. All satellite dishes are to be constructed of a mesh see thru design and the placement of said satellite dishes shall be approved by the Architectural Control Committee.

SECOND ADDITION: LAKE RESTRICTION INDENTURE

The purchaser of Lots numbered 110, 112, 113, 114, 115, 116, 117, AND 131 inclusive shall acquire the fee title to the entire area of the Lot or Lots purchased. However, the right to use the area of these lots, (within the water area) shall be reserved for the joint use of the present or future owners of said lots in Wildwood Lake Estates and First and Second Additions to Wildwood Lake Estates.

The lots on Berrywood Lake numbered 104, 105, 106, 107, 108, 109, and 110 inclusive shall be for the exclusive use of the above said mentioned lot owners.

Driftwood Lake lots numbered 117, 118, 119, 120, 121, 122, 123, 124, and 125 inclusive shall acquire the fee title to the entire area of the lots purchased. However, the right to use the area of these lots (within the water area) shall be reserved for the joint use of the present or future owners of said lots in Wildwood Lake Estates and First and Second Additions to Wildwood Lake Estates.

The use of waters for swimming, fishing, boating, etc., is limited to members of the family of lots owners and "reasonable amount of guest". At no time is the area to be used for public use. The Wildwood lake Committee shall determine clarification of "reasonable amount of guest". All lake lot owners shall belong to the Wildwood Lake Association.

The use of power drive boats over 10 horse power will not be permitted.

Boat landings or docks will be permitted provided that said boat landings or docks do not extend more than 30 feet from the "shore line" into the lake. The boat landing or dock shall be constructed of Styrofoam or other materials of equal quality (except oil barrels will not be allowed). All docks shall be of floating construction, so that the top of the dock will not be more than 24 inches above the water line, except for hand or safety rail. No covered docks will be permitted.

No building or structure, nor any part thereof, except the boat landings or docks mentioned above, may be erected or maintained in the Lake area.

No commercial use shall be made of the Lake.

The dams and spillways of Wildwood Lake Estates shall be the obligation of the present and future owners of the lake lots and all other future lots that may be developed in the lake area to maintain and properly protect said dams and spillways.

The makers of this indenture shall name, constitute and appoint three (3) members to the Wildwood Lakes Steering Committee, having the following rights, duties, and authority to-wit:

1. To examine, inspect, consider, approved or reject, any and all plans, ideas, suggestions, proposals or changes, proposed by any member of said committee, or any one or all of the owners of the lots of the lake area. A majority of the members of said Wildwood Lake Owners Committee shall decide any problem arising relative to the maintenance of said dams and spillways.
2. To establish and fix costs of any maintenance, building or rebuilding of existing lake facilities, or improvements thereto, and submit these costs on a pro-rate share of cost basis to all owners of said lake lots. Costs so established shall be a direct lien against the owners of any one or all of the said lots.

The original members of said Wildwood Lake Owners Committee may at any time appoint, designate or name any owner of lake lots as additional members or successors on said committee. The new member or members, so appointed, shall continue to have the aforementioned rights, duties, and authority as set forth in the foregoing indenture.

THIRD ADDITION TO WILDWOOD LAKE ESTATES

WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 18th day of November 1987, in Book of Plats 85 on page 74 as document No. A417633 a certain Real Estate Subdivision Plat known as "**THIRD ADDITION TO WILDWOOD LAKE ESTATES**", the legal description of the Property so platted as follows, to wit:

"THIRD ADDITION TO WILDWOOD LAKE ESTATES BEING A SUBDIVISION OF PART OF OUTLOT "C" THE SECOND ADDITION TO WILDWOOD LAKE ESTATES AS RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS" in Book 84 on page 23.

Situated in St. Clair County, Illinois, Prairie du Long Township.

AND WHEREAS said plat and the premises shown thereon are, and shall hereafter be, made a part hereof.

AND WHEREAS, the maker of this Indenture, Leland C. and Bernice A. Nollau, and CLEMENT and DOROTHY KARBAN, Smithton, Illinois, are the owners of the premises comprising said "THIRD ADDITION TO WILDWOOD LAKE ESTATES SUBDIVISION" or the SUBDIVISION.

AND WHEREAS, the undersigned does desire to impose upon said Premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owner of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision certain easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of the plat of said "THIRD ADDITION TO WILDWOOD LAKE ESTATES SUBDIVISION" ABOVE DESCRIBED.

1. Building Locations. No building, or part thereof, shall be erected or placed on any lot in the Subdivision;
 - A. Nearer to the roads, than the building lines shown on the plat of the said Subdivision;
 - B. Less than 25 feet from any lines defining the limits of ownership of abutting property;
 - C. Less than 25 feet from said Lakes: Wildwood Lake, Berrywood Lake, and Driftwood Lake.
2. Easements. All easements as shown on said recorded plat shall be, and the same are hereby, set aside and reserved for the wires, pipes, water meters, gas meters, sewer and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property for roadway purposes. All utility wires, pipes and lines, including telephone, electric, gas, water and sewage, shall be buried underground (except to the extent that emergencies require otherwise).

No building of structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown in said plat, or which may hereafter be established, without the approval of the Architectural Control Committee, and the utility companies which may be using said easement for their facilities, underground cable or pipes, etc.

The owner of each lot shall at all times, with respect to said easement of easements, properly care for same, and keep same free from unsightly accumulations, weeds, debris and other such matter.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating there from.

4. Junk and Trash. No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors.

5. Storage of Vehicles. All vehicles, trailers, campers and boats must be stored, when not in use, in an enclosed building. Parking of motor vehicles on the street, on a regular basis, is prohibited.

6. Motorized Vehicles. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

7. Oil, Gas, and Other Minerals. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. Temporary Facilities. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months.

9. Fences. All fences must consist of plants, wood, brick, stone or other natural materials, except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item of recreational equipment.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes, and, provided further, that they shall be confined to the lot of their owner, and not be permitted to run at large. No steel enclosures, or outside kennels or pet houses shall be permitted.

11. Signs. No sign of any kind shall be displayed to the public eye on any lot except:

- A. One sign of not more than 3 Feet on a side, the purpose of which shall be to advertise a premise for sale or rent.
 - B. Signs used by a builder to advertise the premises during the construction and sale period.
 - C. Any size or type of sign the undersigned owner or agents of the undersigned owner, with the owner's permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.
12. Land Use. All lots in the Subdivision, with the exception of the dam, shall be used exclusively for one-family, residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool and they must be approved by the Architectural Control Committee.
13. Division of Lots. No lot in the Subdivision may be further divided.
14. Dwelling Size. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:
- A. One-story dwellings, 2000 Square Feet.
 - B. Split level, one and one-half, and two-story dwellings, 2600 Square Feet of living area.
 - C. Not to exceed two stories, front elevation, in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.
15. Construction Materials. Each dwelling must be of at least 25% masonry. No flat roofs - minimum pitch of 20% except when approved by the Architectural Control Committee. If concrete is exposed more than three feet above the ground, same shall be veneered, unless the approval of the Architectural Control Committee shall be obtained, permitting a mere decorative finish.
- No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding shall require the approval of the Architectural Control Committee.
16. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be ten feet.
17. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

18. **Swimming Pools.** All swimming pools shall be of a permanent construction, and under no conditions will an above ground pool be permitted.

19. **Fuel Storage Tanks.** No gas, oil, or fuel tank shall be permitted on any lot unless such is buried below the surface of the ground. All exposed tanks, of any kind, are prohibited.

20. **Sewage Disposal.** No individual sewage disposal system shall be permitted on any lot. All lots are required to tap-in and use the main sewage system.

21. **Satellite Dishes.** All satellite dishes are to be constructed of a mesh see thru design and the placement of said satellite dishes shall be approved by the Architectural Control Committee.

THIRD ADDITION: LAKE RESTRICTION INDENTURE

The purchaser of Lots numbered 126, 127, 128, 129, and 130 inclusive shall acquire the fee title to the entire area of the Lot or Lots purchased. However, the right to use the area of these lots, (within the water area) shall be reserved for the joint use of the present or future owners of said lots in Wildwood Lake Estates.

The use of waters for swimming, fishing, boating, etc., is limited to members of the family of lots owners and "reasonable amount of guest". At no time is the area to be used for public use. The Wildwood Lake Committee shall determine clarification of "reasonable amount of guest". All lake lot owners shall belong to the Wildwood Lake Association.

The use of power driven boats over 10 horse power will not be permitted.

Boat landings or docks will be permitted provided that said boat landings or docks do not extend more than 30 feet from the "shore line" into the lake. The boat landing or dock shall be constructed of Styrofoam or other materials of equal quality (except oil barrels will not be allowed). All docks shall be of floating construction, so that the top of the dock will not be more than 24 inches above the water line, except for hand or safety rail. No covered docks will be permitted.

No building or structure, nor any part thereof, except the boat landings or docks mentioned above, may be erected or maintained in the Lake area.

No commercial use shall be made of the Lake.

The dams and spillways of Wildwood Lake Estates shall be the obligation of the present and future owners of the lake lots and all other future lots that may be developed in the lake area to maintain and properly protect said dams and spillways.

The makers of this indenture shall name, constitute and appoint three (3) members to the Wildwood Lake Steering Committee, having the following rights, duties, and authority to-wit:

1. To examine, inspect, consider, approved or reject, any and all plans, ideas, suggestions, proposals or changes, proposed by any member of said committee, or any one or all of the owners

of the lots of the lake area. A majority of the members of said Wildwood Lake Owners Committee shall decide any problem arising relative to the maintenance of said dams and spillways.

2. To establish and fix costs of any maintenance, building or rebuilding of existing lake facilities, or improvements thereto, and submit these costs on a pro-rate share of cost basis to all owners of said lake lots. Costs so established shall be a direct lien against the owners of any one or all of the said lots.

The original members of said Wildwood Lake Owners Committee may at any time appoint, designate or name any owner of lake lots as additional members or successors on said committee. The new member or members, so appointed, shall continue to have the aforementioned rights, duties, and authority as set forth in the foregoing indenture.

FOURTH ADDITION TO WILDWOOD LAKE ESTATES

WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 22nd day of November 1989, in Book of Plats 2765 on page 50 as document No. A01001859 a certain Real Estate Subdivision Plat known as "FOURTH ADDITION TO WILDWOOD LAKE ESTATES", the legal description of the property so platted as follows, to wit:

"FOURTH ADDITION TO WILDWOOD LAKE ESTATES BEING A SUBDIVISION OF PART OF THE N.W. 1/4 OF SECTION 17, IN T. 2S., R. 8W OF THE 3RD P.M. ST CLAIR COUNTY, ILLINOIS," as recorded in the Recorder's Office of St. Clair County, Illinois, in Book 50 on page 2765.

Situated in St. Clair County, Illinois, Prairie du Long Township.

AND WHEREAS said plat and the premises shown thereon are, and shall hereafter be, made a part hereof.

AND WHEREAS, the maker of this Indenture, LELAND C. and BERNICE A. Nollau, Smithton, Illinois, are the owners of the premises comprising said "FOURTH ADDITION TO WILDWOOD LAKE ESTATES SUBDIVISION (or the SUBDIVISION).

AND WHEREAS, the undersigned does desire to impose upon said Premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owner of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision certain easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of the plat of said "FOURTH ADDITION TO WILDWOOD LAKE ESTATES" above described.

1. Building Locations. No building, or part thereof, shall be erected or placed on any lot in the Subdivision;

A. Nearer to the roads, than the building lines shown on the plat of the said Subdivision;

B. Less than 25 feet from any lines defining the limits of ownership of abutting property;

C. Less than 25 feet from said Lakes: Wildwood Lake, Cherrywood Lake.

2. Easements. All easements as shown on said recorded plat shall be, and the same are hereby, set aside and reserved for the wires, pipes, water meters, gas meters, sewer and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property for roadway purposes. All utility wires, pipes and lines, including telephone, electric, gas, water and sewage, shall be buried underground (except to the extent that emergencies require otherwise).

No building of structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown in said plat, or which may hereafter be established, without the approval of the Architectural Control Committee, and the utility companies which may be using said easement for their facilities, underground cable or pipes, etc.

The owner of each lot shall at all times, with respect to said easement of easements, Properly care for same, and keep same free from unsightly accumulations, weeds, debris and other such matter.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

4. Junk and Trash. No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors.

5. Storage of Vehicles. All vehicles, trailers, campers and boats must be stored, when not in use, in an enclosed building. Parking of motor vehicles on the street, on a regular basis, is prohibited.

6. Motorized Vehicles. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

7. Oil, Gas, and Other Minerals. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. Temporary Facilities. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months.

9. Fences. All fences must consist of plants, wood, brick, stone or other natural materials, except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item of recreational equipment.

10. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes, and, provided further, that they shall be confined to the lot of their owner, and not be permitted to run at large. No steel enclosures, or outside kennels or pet houses shall be permitted.
11. **Signs.** No sign of any kind shall be displayed to the public eye on any lot except:
 - A. One sign of not more than 3 Feet on a side, the purpose of which shall be to advertise a premise for sale or rent.
 - B. Signs used by a builder to advertise the premises during the construction and sale period.
 - C. Any size or type of sign the undersigned owner or agents of the undersigned owner, with the owner's permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.
12. **Land Use.** All lots in the Subdivision, with the exception of the dam, shall be used exclusively for one-family, residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool and they must be approved by the Architectural Control Committee.
13. **Division of Lots.** No lot in the Subdivision may be further divided.
14. **Dwelling Size.** All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:
 - A. One-story dwellings, 2000 Square Feet.
 - B. Split level, one and one-half, and two-story dwellings, 2600 Square Feet of living area.
 - C. Not to exceed two stories, front elevation, in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.
15. **Construction Materials.** Each dwelling must be of at least 25% masonry. No flat roofs - minimum pitch of 20% except when approved by the Architectural Control Committee. If concrete is exposed more than three feet above the ground, same shall be veneered, unless the approval of the Architectural Control Committee shall be obtained, permitting a mere decorative finish.

No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding shall require the approval of the Architectural Control Committee.

16. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be ten feet.

17. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

18. Swimming Pools. All swimming pools shall be of a permanent construction, and under no conditions will an above ground pool be permitted.

19. Fuel Storage Tanks. No gas, oil, or fuel tank shall be permitted on any lot unless such is buried below the surface of the ground. All exposed tanks, of any kind, are prohibited.

20. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. All lots are required to tap-in and use the main sewage system.

21. Satellite Dishes. All satellite dishes are to be constructed of a mesh see thru design and the placement of said satellite dishes shall be approved by the Architectural Control Committee.

FOURTH ADDITION: LAKE RESTRICTION INDENTURE

The purchaser of Lots numbered 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145 inclusive shall acquire the fee title to the entire area of the Lot or Lots purchased. However, the right to use the area of these Lots, (Cherrywood Lake within the water area) shall be reserved for the joint use of the present or future owners of said Lots.

Also, the owners of the lots 134, 145, 146, 147, 148, 149, 150 and 151 on Wildwood Lake shall be reserved for the joint use of the present owners in Wildwood Lake Estates.

The use of waters for swimming, fishing, boating, etc., is limited to members of the family of lot owners and "reasonable amount of guest". At no time is the area to be used for public use.

The Wildwood Lake Committee shall determine clarification of "reasonable amount of guest". All lake lot owners shall belong to the Wildwood Lake Association.

The use of power driven boats over 10 horse power will not be permitted.

Boat landings or docks will be permitted provided that said boat landings or docks do not extend more than 30 feet from the "shore line" into the lake. The boat landing or dock shall be constructed of Styrofoam or other materials of equal quality (except oil barrels will not be allowed). All docks shall be of floating construction, so that the top of the dock will not be more than 24 inches above the water line, except for hand or safety rail. No covered docks will be permitted.

No building or structure, nor any part thereof, except the boat landings or docks mentioned above, may be erected or maintained in the Lake area.

No commercial use shall be made of the Lake.

The dams and spillways of Wildwood Lake Estates shall be the obligation of the present and future owners of the lake lots and all other future lots that may be developed in the lake area to maintain and properly protect said dams and spillways.

The makers of this indenture shall name, constitute and appoint three (3) members to the Wildwood Lakes Steering Committee, having the following rights, duties, and authority to-wit:

1. To examine, inspect, consider, approved or reject, any and all plans, ideas, suggestions, proposals or changes, proposed by any member of said committee, or any one or all of the owners of the lots of the lake area. A majority of the members of said Wildwood Lake Owners Committee shall decide any problem arising relative to the maintenance of said dams and spillways.
2. To establish and fix costs of any maintenance, building or rebuilding of existing lake facilities, or improvements thereto, and submit these costs on a pro-rate share of cost basis to all owners of said lake lots. Costs so established shall be a direct lien against the owners of any one or all of the said lots.

The original members of said Wildwood Lake Owners Committee may at any time appoint, designate or name any owner of lake lots as additional members or successors on said committee. The new member or members, so appointed, shall continue to have the aforementioned rights, duties, and authority as set forth in the foregoing indenture.

(This page is intentionally left blank)

BYLAWS

OF

WILDWOOD LAKE ESTATES ASSOCIATION

As Amended on July 27, 2022

ARTICLE I – NAME

The name of the association shall be "Wildwood Lake Estates Association," hereinafter called the "Association."

ARTICLE II – PURPOSE AND POWERS

1. Purpose: The purpose of the Association will be to act in the common interest of the owners of lots in the subdivision known as "Wildwood Lake Estates" located in Prairie du Long Township, St. Clair County, Illinois, to maintain and promote a high standard of quality in the appearance, safety, and peaceful enjoyment of the streets and grounds within said subdivision, and in the maintenance and upkeep of any common ground, facilities and equipment which may from time to time be owned by the Association.
2. Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois, these Bylaws, and the Indentures (as herein defined below), with exception for the powers granted to the Lake Steering Committee and Architectural Committee therein.

ARTICLE III – MEMBERSHIP, DUES, AND MEETINGS

Section 1

1. Members: Any person, corporation, or legal entity that owns or possesses property located in the Wildwood Lake Estates Subdivision, or additions thereto, as shown on several plats recorded in the Recorder's Office of St. Clair County, Illinois, shall automatically be admitted as a member of the Association. Members shall be responsible for the payment of all dues and assessments assessed against the property in which he has an ownership or possessory interest in (including assessments incurred prior to ownership or possession). Each subdivision lot shall be entitled to one vote at the meetings of the Association by its owner(s) or possessors, provided that the member is current and has paid all dues and assessments assessed. A member owning more than one (1) subdivision lot shall be entitled to only one vote and responsible for dues and assessments for one (1) lot. If there is more than one owner of each lot, the owners of the lot shall decide among themselves how that vote should be cast. Members owning a lot upon which any dues or

assessments shall remain unpaid for a period of more than (30) thirty days shall have no right to vote upon, or otherwise participate in, the affairs of the Association nor have any lake privileges to use the area of lake lots within the water area outside of their own, if any. Membership and all interest in the Association and its property shall run with the subdivision lots. When a member ceases to own or possess a subdivision lot his membership shall immediately terminate and he shall have no further interest whatever in the Association and its property. Termination shall not relieve or release any former Owner from any liability or obligation incurred under, or in any way connected with, this Association, during the period of ownership and membership in this Association. Termination shall not impair any rights or remedies that the Board of Directors of the Association or others may have against the former owner or member arising out of, or in any way connected with, ownership or membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association

2. Dues and Assessments: Members shall pay dues and assessments to the Treasurer within thirty (30) days of the date set forth in the notice of the dues and assessments. The Board of Directors shall determine the amount of the annual dues and assessments, which amounts shall be approved by the membership. Special assessments may be made by the Board of Directors at any time with the approval of the membership. Special assessments shall be payable the same as dues and with like penalties for non-payment.

Section 2

An annual meeting of the members of the Association shall be held on the fourth Tuesday of July each year at a time and place to be designated by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. Special meetings of the members may be called at a place to be designated in the notice for such meeting at any time by resolution of the Directors or upon written request of members owning or representing 25 or more lots in said subdivision.

Section 3

Written notice stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting, to each member of the Association. When a meeting is adjourned to another time or place, notice need not be given of the adjourning at the meeting at which the adjournment is taken.

Section 4

The holders of a majority of the outstanding memberships of the Association, present in person or represented by proxy, shall constitute a quorum at any meeting of the Association. If less than a majority of outstanding memberships are represented at a meeting, a majority of the memberships so represented may adjourn the meeting at any time without further notice. The affirmative vote of the majority of the memberships represented at the meeting shall be an act of

the Association, unless a vote of a greater number is required by these Bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of representatives of outstanding memberships from any meeting shall not cause failure of a duly constituted quorum at that meeting.

Section 5

Voting on any question or in any election may be by voice unless the presiding officer shall otherwise order the vote to be by a show of hands or written ballot

ARTICLE IV – MANAGEMENT

Section 1

The Business of the Association shall be managed by a Board of Directors consisting of the President, Vice President, Secretary, Treasurer and three (3) additional members of the Association for a total of seven (7). Each Director shall hold office until his successor shall have been elected or appointed and qualified. The number of Directors may be increased or decreased from time to time by amendment of the Section, but no decrease shall have the effect of shortening the term if any incumbent Director. Any officer elected or appointed by the Board of Directors may be removed from office, whenever in its judgment the best interest of the Association would be served thereby. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and the Secretary and Treasurer may be united in one person. The Directors shall be elected annually by the members of the Association at the annual meeting. Vacancies may be filled by the Board of Directors at a regular or special meeting of the Board.

Section 2

The Board of Directors will hold an annual meeting on the fourth Tuesday in July. Special meetings of the Board of Directors may be called by or at the request of the President and any two (2) Directors. This person or persons authorized to call special meetings of the Board of Directors may fix any place for holding any special meeting of the Board of Directors called by them. Officers of the Association shall be elected by the Directors after the annual membership meeting in July.

Section 3

Notice of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, either in person or by written notice, to each Director at his residence. The attendance of a Director at any meeting shall constitute a waiver of notice of such meetings, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4

A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for transaction of business at any meeting of the Board of Directors provided that if less than majority of such number of Directors are present at such meetings, a majority of the Directors present may adjourn the meeting at any time without further notice. The Act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws

Section 5

Appointment of a member to fill a vacancy occurring in the Board of Directors may be made by resolution of the Board of Directors.

Section 6

Unless specifically prohibited by these Bylaws any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Directors qualified to vote with respect to the subject matter thereto. Any such consent by all Directors shall have the same effect as a unanimous vote.

Section 7

The Board of Directors may adopt and administer regulations, policies, or procedures for the use of areas owned or controlled by the Association; for the enforcement or violations of the Covenants, Bylaws, regulations, or policies; or as otherwise required by law. The Directors shall cause such regulations, policies, or procedures to be distributed or published in such form as shall reasonably inform the members thereof. Any such Regulation or Policy must be approved by affirmative vote of the majority of the Directors represented at a meeting of the Directors.

Section 8

The duties of the Officers of the Association shall be as follows:

1. **President**: The President shall see that the resolutions and directions of the Board of Directors are carried into effect in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors, and, in general, shall discharge all duties as may be prescribed by the Board of Directors from time to time. He shall preside at all meetings of the members of the Association and of the Board of Directors. He may execute on behalf of the Association any contracts, deeds, mortgages, bonds, or other instruments, which the Board of Directors has authorized to be executed.

2. **Vice President**: The Vice President shall assist the President in the discharge of his duties as the President may direct and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. In the absence of the - President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions

upon the President, except in those instances in which the authority to execute an instrument is expressly delegated to another officer, the Vice President may execute on behalf of the Association any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed and may accomplish such execution individually or with another authorized officer of the Association according to the requirements of the form of the instrument.

3. **Secretary:** The Secretary shall record the minutes of the meetings of the members of the Association and the Board of Directors, see that all notices are duly given in accordance with the provisions of the Bylaws, be custodian of the records of the Association and sign with the President or Vice president any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed according to the requirements of the form of the instruments. The Secretary shall perform all other duties incident to the office of Secretary and such other duties from time to time may be assigned to him or her by the President or by the Board of Directors

4. **Treasurer:** The Treasurer shall have charge of and be responsible for maintaining adequate books of accounts for the Association and have custody of all funds and be responsible for the receipts and disbursements thereof.

5. **Committees:** The Board of Directors may from time to time appoint such committees, with such powers to act, as the Board of Directors may designate.

Section 9

The Association shall indemnify and hold harmless each person who shall serve at any time hereafter as a director, officer, or committee person of the Association from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a director, officer, committee appointee of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director officer, or committee person, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his willful misconduct. The right accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may be lawfully entitled. The Association, its directors, officer, employees and agents shall be fully protected in taking any action or making any payment under this section or in refusing to do so, in reliance upon the advice of counsel.

ARTICLE V – CONTRACTS, CHECKS, DEPOSITS, AND ASSESSMENTS

Section 1

The Board of Directors may authorize any Officer or Officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association with the exception that no loans shall be contracted on behalf of the Association and no evidence of

indebtedness shall be issued in its name. The Board of Directors shall not make any single expenditure to exceed \$2,500.00.

Section 2

The Treasurer shall have custody of moneys and securities of the Association and shall keep regular books of accounts and balance same each month. He and another Director appointed by the Board of Directors shall sign or countersign such instruments as required his signature. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loans, or other depositories as the Board of Directors may select.

ARTICLE VI – FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE VII – AMENDMENTS

The powers to make, alter, or amend the Bylaws of the Association shall be vested in the members of the Association. No provision of the Bylaws shall be amended unless the proposition for amendment of the Bylaws is stated in full in the notice sent to the members of the Association calling the meeting at which the proposition will be presented and the amendment shall not take effect until approved by a majority of all outstanding memberships present and voting.

ARTICLE VIII – PENALTIES, INTEREST, AND LIENS

Section 1

The Association shall have the authority to impose penalties, including monetary fines, up to \$200, for each violation of Association's Covenants, Bylaws, and Regulations established and approved by its members, or, as their representatives, by the Board of Directors. The Covenants, Bylaws, and Regulations are those previously established and approved by the membership of the Association or that may be established at any subsequent Annual or Special Meeting of the Membership, or those established and administered by the Board of Directors.

Section 2

In the event it becomes necessary for the Association to bring or defend any proceedings at law or in equity against or by any person violating or threatening to violate or challenging the enforceability of any provisions to the Covenants, Bylaws, Regulation duly promulgated by the Association, any decision by the Architectural Control Committee or the Wildwood Lake Steering Committee, then the Association shall be entitled to recover its reasonable legal fees from such person if the Association prevails in any such litigation. For the purposes of this Section, the Association shall be deemed to prevail if final judgment was rendered in its favor or if it substantially prevails if both parties are awarded judgment.

Section 3

The Association shall have a lien for unpaid dues, assessments, fees and other charges upon each lot, tract, or dwellings subject to the Covenants, Bylaws, Regulations, or Policies of the Association at the expiration of one hundred twenty (120) days from the due date and shall have the right to file a notice of lien in the office of the Recorder of St. Clair County, Illinois, which notices shall state the name of the lot owner and the amount due. All dues, assessments, fees and other charges are the personal obligations of the respective lot owners for which they shall remain legally liable so long as they are lot owners, and regardless of their possible change of interest with regard to the lot or tract in the Association which they originally owned, occupied or contracted to purchase. All dues, assessments, fees and other charges shall bear interest at the highest legal interest rate per annum from the due date thereof until paid. The Association shall have such further rights and remedies to collect such dues, assessments, fees and other charges as may be available in law and equity. In the event that liens are placed against real property of lot owners or members of the Association, or non-member property owners of land within the boundaries of said Association, all court costs, filing fees and reasonable attorney fees shall be paid by those from whom the collection was taken. In the event that legal proceedings deemed necessary by the Association for the collection of unpaid dues, assessments, fees and other charges are instituted, the delinquent member shall be responsible for all court costs, filing fees and reasonable attorney fees incurred in such action in addition to the amount of the delinquencies due the Association.

ARTICLE IX – PROCEDURES AND FINE SCHEDULE FOR VIOLATIONS OF THE WILDWOOD LAKE ESTATES RESTRICTIONS INDENTURES

Section 1

Any member, officer, or director of the Association may notify the Board of Directors of a violation of any of the following (each a “Violation”) by an owner or occupant of a lot within Wildwood Lake Estates (the owner of such lot hereinafter a “Non-Conforming Owner”):

1. A rule, covenant, condition, or restriction contained in:

(a) The Wildwood Lake Restrictions and Wildwood Lake Estates Restrictions Indenture dated September 18, 1980, and recorded as Document A662359 in Book of Plats 74, beginning at Page 6, in the office of the Recorder of Deeds of St. Clair County, Illinois; or

(b) The First Addition to Wildwood Lake Estates Restriction Indenture and First Addition Lake Restriction Indenture dated November 25, 1985, and recorded as Document A829110 in Book of Plats 81, beginning at Page 83, in the office of the Recorder of Deeds of St. Clair County, Illinois; or

(c) The Second Addition to Wildwood Lake Estates Restriction Indenture and Second Addition Lake Restriction Indenture dated April 13, 1987, and recorded as Document A890871 in Book of Plats 84, beginning at Page 23, in the office of the Recorder of Deeds of St. Clair County, Illinois; or

(d) The Third Addition to Wildwood Lake Estates Restriction Indenture and Third Addition Lake Restriction Indenture dated November 18, 1987, and recorded as Document No. A417633 in Book of Plats 85, beginning at Page 74, in the office of the Recorder of Deeds of St. Clair County, Illinois; or

(e) The Fourth Addition to Wildwood Lake Estates Restriction Indenture and Fourth Addition Lake Restriction Indenture dated November 22, 1989, and recorded as Document A01001859 in Book of Plats 2765, beginning at Page 50, in the office of the Recorder of Deeds of St. Clair County, Illinois

(such documents referenced in subparagraphs (a) through (e) of this paragraph (1) hereinafter referred to collectively as the “Indentures”); or

2. Any rules and regulations of the Association, as approved by the Board of Directors in furtherance of the Association’s purpose as set forth in Article II of these Bylaws (the Indentures and By-Laws together the “Governing Documents”).

Section 2

The Board of Directors shall investigate each alleged Violation identified by a member of the Association. After verification of a Violation, a member of the Board or their representative will give the Non-Conforming Owner written notice (the “First Notice”), which may include email, advising the Non-Conforming Owner of the following:

1. The nature of the Violation;
2. The rule or provision of the Governing Documents that the Non-Conforming Owner’s conduct violates;
3. That the Board of Directors may assess fines against the Non-Conforming Owner if an ongoing Violation is not cured or if the Non-Conforming Owner commits similar Violations within one (1) year after the date on which the Board of Directors gives written warning or assesses fines against the Non-Conforming Owner; and
4. Whether the Violation has been found to be ongoing, in which case the Non-Conforming Owner must cure the Violation within fourteen (14) days;
5. That the Non-Conforming Owner may appear before the Board of Directors at a hearing to defend against the Violation as provided in Section 3, below, and that if the Non-Conforming Owner declines to appear at such hearing, the Non-Conforming Owner shall have fourteen (14) days from the date of the First Notice to either respond with the Non-Conforming Owner’s intentions regarding prompt correction of the Violation in a manner satisfactory to the Board of Directors, or to correct the Violation, without penalty.

Section 3

Each First Notice shall advise the Non-Conforming Owner of the opportunity to defend against the Violation at a hearing before the Board of Directors. The First Notice shall state the time, date, and place of such hearing, which shall be within fourteen (14) days from the date of the First Notice. At the hearing, the Non-Conforming Owner shall have the opportunity to present evidence and testimony demonstrating that the facts or events described in the First Notice do not constitute a Violation. Within seven (7) days after the hearing, the Board of Directors shall issue a formal letter to the Non-Conforming Owner with its decision regarding the existence of the Violation. If the Violation is confirmed by the Board of Directors, the Non-Conforming Owner shall have seven (7) days from the date of the letter to either respond with the Non-Conforming Owner's intentions regarding prompt correction of the Violation in a manner satisfactory to the Board of Directors, or to correct the Violation, without penalty.

If the Non-Conforming Owner does not appear for the hearing or promptly attempt to schedule a different hearing date, then the existence of the Violation will be deemed to have been confirmed and a Second Notice may be issued by the Board of Directors as provided in Section 4, below.

Section 4

If the Violation is not corrected and the requirements listed in Section 2, above, are not met within fourteen (14) days of the date of the First Notice, or another Violation of the same rule or provision identified in the First Notice occurs more than fourteen (14) days but within one (1) year of the date of the First Notice, and the Board of Directors determines that it is in the best interest of the Association and owners to address the Violation with the Non-Conforming Owner through the assessment of fines, a fine in the amount set forth in the schedule of fines contained in Section 10, below (the "Fine Schedule"), will be imposed. At that time, the Board of Directors will send a second written notice of the Violation to the Non-Conforming Owner by certified mail (the "Second Notice").

Section 5

If the Violation is not corrected within fourteen (14) days of the date of the Second Notice, or another Violation of the same rule or provision identified in the Second Notice occurs more than fourteen (14) days but within one (1) year of the date of the Second Notice, an additional fine in the amount set forth in the Fine Schedule will be imposed.

Section 6

Thereafter, in the case of an ongoing Violation, the Board of Directors will send the Non-Conforming Owner notice of the ongoing Violation and an additional fine in the amount set forth in the Fine Schedule will be imposed for each month the Violation continues.

Section 7

For ongoing Violations, monthly fines will continue to be assessed, in accordance with the fines set forth in the Fine Schedule, so long as the Violation is not corrected. A fine will be assessed against a Non-Conforming Owner each time a Violation occurs within one (1) year after the date on which the Board of Directors (a) gives the Non-Conforming Owner any of the written notices described above or (b) assesses a fine for a violation of the same rule or provision.

Section 8

Any owner or occupant within Wildwood Lake Estates who violates the same provision of the Governing Documents a second time within a twelve (12) month period of the date on which the first Violation was cured will enter this notice and fine process at the point where the prior Violation was cured. For example, assume an owner violates Section 4 of the Indentures regarding open storage of trash cans, receives a First Notice and cures the Violation at that point. If the owner violates the same provision within a twelve (12) month period of curing the Violation the first time, the Board will not start the process from the beginning with a First Notice, but will resume the process from the point at which the Owner cured the prior Violation (i.e., the Second Notice).

Section 9

[RESERVED]

Section 10

FINE SCHEDULE:

Description of Violation*	Fine – 14 Days After First Notice*	Fine – 14 Days After Written Second Notice*	Fine – At End of Each Subsequent Month Ongoing Violation Remains Uncured^
Violation of any Section of the Indentures other than those specifically noted below	\$25.00	\$25.00	\$25.00
Nuisance Activity (Indentures Section 3)	\$25.00	\$25.00	\$50.00
Improper Signage (Indentures Section 11)	\$25.00	\$50.00	\$50.00
Unpermitted commercial activities (Indentures Section 12)	\$25.00	\$50.00	\$50.00

Unauthorized Resubdivision of Lot (Indentures Section 13)	\$500 per occurrence		
Use of Unauthorized Construction Materials (Indentures Section 15)	\$50.00	\$50.00	\$100.00
Improper parking or storage of motor vehicles, boats, campers, or trailers (Indentures Section 5) or use of prohibited motorized vehicles (Indentures Section 6)	\$25.00	\$50.00	\$50.00

* For Violations that cannot reasonably be cured within fourteen (14) days, should the Non-Conforming Owner provide the Board of Directors with a written statement of intent to cure the Violation and actively pursue such correction, the Board of Directors may waive fines during the cure period.

^ The Board of Directors will send the Non-Conforming Owner a notice of the ongoing Violation and an additional fine noted here will be imposed for each month the Violation continues.

ARTICLE X – ENERGY POLICY

The installation of alternative energy systems shall be in accordance with the following provisions:

Section 1

Definitions:

1. “Solar Energy System” means a system and its component parts which uses radiant energy from the sun for generating electricity or for heat in or cooling gases, solids, liquids, or other materials, including, but not limited to solar panels, which are either building or ground-mounted.
2. “Compost System” means a system and its component parts used for the storage for the decompositions of organic materials into compost.
3. “Wind Energy System” means a system and its component parts used for the transferring of energy from the wind into electricity or power, including but not limited to wind turbines.
4. “Rainwater Collection System” means a system and its component parts that collect water from the rain for use.

Section 2

Prohibited Installations. No Owner shall allow a wind energy, Compost, or Rainwater Collection system to be installed on property subject to the Indentures.

Section 3

Solar Energy System Installation. As with any exterior addition or modification, an Owner seeking to install a solar energy system shall submit an application to the Architectural Control Committee (hereafter “Committee”) in a form acceptable to the Committee for written approval. The solar energy system shall not be installed until such time as the application is approved in writing. The application shall include the plans and specifications, showing the nature, height, kind, shape, elevation, heights, material, and location of the proposed solar energy system. Specifically, each application shall be reviewed for: (i) compliance with the Wildwood Lake Estates Restrictions Indenture; (ii) size and shape of the installation to include all dimensions; (iii) physical location of the proposed installation; (iv) potential impact of neighbors, including physical impediment to lake access or views; (v) appearance and construction materials as it relates to aesthetics; and (vi) qualifications of the construction and installation contractors. The Committee shall have thirty (30) days to respond to an application for the installation of a solar energy system. The installation of any solar energy system that has been approved by the Committee shall be installed by a professional, licensed and bonded contractor and shall comply with any applicable standards and requirements imposed by St. Clair County or the State of Illinois.

Section 4

Location of Solar Energy Systems. Any solar energy system shall only be installed on buildings. The solar energy system shall be installed on the rear of a building and, if installed on the roof, shall be installed on the rear slope of the roof. The solar energy system shall not be installed on the front roofline of a building unless it is impractical for a solar energy system to be placed on the rear roofline with an orientation to the south or within forty-five (45) degrees east or west of due south. Care should be taken to minimize visibility of the solar energy system from the street. The solar panels shall be consistent and in visual harmony with the color of the roof.

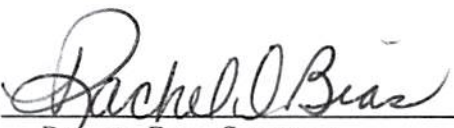
The Association recommends that industry standards and guidelines for installation are followed and that roof solar panels be installed on shingles that are six (6) years old or less per industry practice and standards, given that the life of shingles is generally twenty (20) years and the live of solar panels is generally twenty-five (25) years.

Section 5

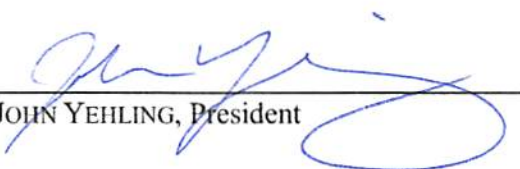
Maintenance of Solar Energy Systems. Solar Energy Systems must be maintained in good repair and working order. Any solar Energy System damaged, destroyed, or no longer in use must be removed or repaired within thirty (30) days after such initial damage, destruction or disuse.

CERTIFICATION OF BYLAWS

The undersigned certifies that the undersigned is the Secretary of Wildwood Lake Estates Association and that the above and foregoing, being the Bylaws of Wildwood Lake Estates Association were duly adopted by the Board Members as the Bylaws of the Association and have been approved by the Members of the Association.

Date: 12 January, 2022^{3/eps} By: 
RACHEL BIAS, Secretary

The undersigned certifies that on this 12 day of January, 2023, RACHEL BIAS was the duly elected and acting Secretary of Wildwood Lake Estates Association, and in that capacity is the custodian and keeper of the official records of Wildwood Lake Estates Association.

By: 
JOHN YEHLING, President

NOTES:

1. 25 Jul 1989: Original Bylaws dated July 25, 1989, passed by the Association on October 22, 1989 and filed in the St. Clair County, IL, Recorder's Office in Book 3027, page 1606.
2. 27 Jul 2004: Original Bylaws were first amended by the general membership at the Annual Membership Meeting on July 27, 2004. Articles amended were Article III, Article IV Section 1, and Article IV Section 2.
3. 28 Jul 2009: Administrative corrections to the Amended Bylaws approved by the general membership at the Annual Membership Meeting on July 28, 2009. No content was changed, only misspelled words and grammar errors corrected.

4. 28 Jul 2009: Bylaws amended by the general membership at the Annual Membership Meeting on July 28, 2009. Article V, Section 1, last sentence; "\$1500" was changed to read "\$2500".

5. 27 Jul 2022: Numerous amendments and additions to the Bylaws were approved by the general membership at the Annual Membership meeting on July 27, 2022.

WILDWOOD LAKE ESTATES EXTERIOR ALTERATION APPLICATION

TO: Architectural Control Committee (ACC)
c/o Wildwood Lake Estates Association
5205 Live Oak Drive
Smithton, IL 62285

Date Submitted: _____
Lot Number: _____
Paragraph Number(s): _____
(WLE Restriction Indenture)

FROM: _____

Home Phone: _____

Work Phone: _____

Planned start date: _____ (Note: Alterations not completed within one year of approval must be resubmitted to the ACC for approval.) Any changes in plans, materials or other aspects of the alteration as described below must be resubmitted to the ACC and must receive ACC approval before being executed. Please call JULIE prior to any excavation. Please provide as an attachment a full description of the proposed exterior alteration and include the following: (Note: this material will not be returned)

1. A description of the alteration(s) (include all alterations and enter above the paragraph numbers in the Wildwood Lake Estates Restriction Indenture under which the approval of each alteration is sought) (Note: some alterations are covered in more than one paragraph) Please be specific. You may use an additional sheet of paper if you need more room. The application will be returned if the desired alteration is not clearly described.
2. Sketches, construction drawings, photographs, catalog illustrations, manufacture's brochures, etc. Include size and shape to include all dimensions (length, height, width, elevation, etc.) Be sure to specify materials to be used.
3. Site plan showing the location of the alteration (include approximate distances to house and property lines.)
4. Other information as required by the specific paragraph numbers relating to this alteration, such as drainage accommodation, color samples (your home and the four immediately adjacent homes), landscaping plans, setback from property lines, etc.)

I have read the Wildwood Lake Estates Restriction and Indenture provisions relevant to this alteration(s) and agree to abide by them. I understand that approval of this application by the ACC is not final for ten days after the date of the approval letter and that the approval may be subject to appeal. I further understand that each submittal to the ACC is handled on a case-by-case basis so that prior approval of a specific alteration on another property does not establish that an approval for a similar alteration will be automatically granted. I understand and acknowledge that I am responsible for complying with all applicable state and county codes and ordinances.

Signature of applicant: _____

Acknowledgment of Awareness by Affected Neighbors

Please provide the lot number and addresses of the four immediate neighbors most affected by this alteration because they are adjacent to or have a direct field of view to the alteration.

Name

Address

Lot Number

Comments:

Board of Directors

Properties: Wildwood Lake Estates Homeowners Association - PO Box 444 Smithton, IL 62285

Board Membership Date Range: Current

First Name	Last Name	Mailing Address
Wildwood Lake Estates Homeowners Association		
Regina	Kaisor	4058 Bur Oak Drive Smithton, IL 62285
Barb	Jany	5214 White Oak Drive Smithton, IL 62285
Whitney	Woodring	4043 Chestnut Oak Drive Smithton, IL 62285
John	Yehling	4036 Chestnut Oak Drive Smithton, IL 62285
Rachel	Bias	5202 Live Oak Drive Smithton, IL 62285
Michael	Tullock	4052 Chestnut Oak Drive Smithton, IL 62285
Eric	Bias	5202 Live Oak Drive Smithton, IL 62285

Homeowner Directory

Properties: Wildwood Lake Estates Homeowners Association - PO Box 444 Smithton, IL 62285

Homeowner Status: Current

Homeowners: Active

Display Primary Contact only for each unit: No

Hide information checked "exclude from directory": Yes

Homeowner	Unit Address
Achord, Charles W.	5103 White Oak Drive Smithton, IL 62285
Alberts, Dean	5222 White Oak Drive Smithton, IL 62285
Allen, Andy	5261 White Oak Drive Smithton, IL 62285
Andres, Ryan	5277 Live Oak Drive Smithton, IL 62285
Andrew, James	4044 Chestnut Oak Drive Smithton, IL 62285
Arendell, Stephanie	5135 White Oak Drive Smithton, IL 62285
Armstrong, Ken	5116 White Oak Drive Smithton, IL 62285
Barber, James	5276 Live Oak Drive Smithton, IL 62285
Baudendistel, Daniel	5178 Live Oak Drive Smithton, IL 62285
Becherer, Jean M.	5245 Live Oak Drive Smithton, IL 62285
Belding, Justin	5428 White Oak Drive Smithton, IL 62285
Bias, Eric	5202 Live Oak Drive Smithton, IL 62285
Bias, Rachel	5202 Live Oak Drive Smithton, IL 62285
Biehl, Roland	5124 White Oak Drive Smithton, IL 62285
Billhartz, Alan	5221 Live Oak Drive Smithton, IL 62285
Bircher, Tom	5317 Live Oak Drive Smithton, IL 62285
Blair, Cory	5357 White Oak Drive Smithton, IL 62285
Blankenship, Tim	5253 White Oak Drive Smithton, IL 62285
Bollman, Kevin	5389 Live Oak Drive Smithton, IL 62285
Bolt, Bob	5198 White Oak Drive Smithton, IL 62285
Bolt, Steve	5190 White Oak Drive Smithton, IL 62285
Bozsa, Ken	5374 Live Oak Drive Smithton, IL 62285
Bozsa, Wanda	5374 Live Oak Drive Smithton, IL 62285
Brown, Charles	5451 White Oak Drive Smithton, IL 62285
Burgess, Thomas	5221 White Oak Drive Smithton, IL 62285
Burgner, Jeffery	5405 Live Oak Drive Smithton, IL 62285
Burke, Vince	5285 Live Oak Drive Smithton, IL 62285
Carlton, Marc	5429 Live Oak Drive Smithton, IL 62285
Chambers, Dominique	5430 Live Oak Drive Smithton, IL 62285
Chaput, Dave	5141 Live Oak Drive Smithton, IL 62285
Clark, John	4060 Chestnut Oak Drive Smithton, IL 62285
Clark, Tammy	5421 Live Oak Drive Smithton, IL 62285
Clasquin, Brett	4024 Chinkapin Oak Drive Smithton, IL 62285
Colvis, Joel	5213 White Oak Drive Smithton, IL 62285
Cornea, Vanda	5229 Live Oak Drive Smithton, IL 62285
Costello, Jerry	5373 Live Oak Drive Smithton, IL 62285
Costello, Lori	5373 Live Oak Drive Smithton, IL 62285
Craig, Joseph	5366 Live Oak Drive Smithton, IL 62285
Cripe, Brendon	5420 White Oak Drive Smithton, IL 62285
Dougherty, Christina	5484 White Oak Drive Smithton, IL 62285
Dougherty, James	5484 White Oak Drive Smithton, IL 62285
Douglas, Philip	5390 Live Oak Drive Smithton, IL 62285

Homeowner Directory

Homeowner	Unit Address
Dructor, Joseph	5262 White Oak Drive Smithton, IL 62285
Dunningan, Michael	5278 White Oak Drive Smithton, IL 62285
Ecker, Morgan	5382 Live Oak Drive Smithton, IL 62285
Edwards, Raymond	5308 Live Oak Drive Smithton, IL 62285
Enlow, Virginia	5269 Live Oak Drive Smithton, IL 62285
Estep, John	5165 Live Oak Drive Smithton, IL 62285
Feldman, Donna	5210 Live Oak Drive Smithton, IL 62285
Feldman, Terry	5210 Live Oak Drive Smithton, IL 62285
Fournie, Dave	4023 Chinkapin Oak Drive Smithton, IL 62285
Franceson, Donald	5483 White Oak Drive Smithton, IL 62285
Frawley, Curtis	5406 Live Oak Drive Smithton, IL 62285
Freeman, William	5237 Live Oak Drive Smithton, IL 62285
Frentzel, Herbert	4012 Chestnut Oak Drive Smithton, IL 62285
Gerold, Douglas	5381 White Oak Drive Smithton, IL 62285
Gleadle, Christine	5261 Live Oak Drive Smithton, IL 62285
Gleadle, Todd	5261 Live Oak Drive Smithton, IL 62285
Gojmeric, Nick	5365 Live Oak Drive Smithton, IL 62285
Goldschmidt, Rob	5125 Live Oak Drive Smithton, IL 62285
Gould, Ashley	5468 White Oak Drive Smithton, IL 62285
Gould, Brian	5468 White Oak Drive Smithton, IL 62285
Greive, Jeffrey	5301 White Oak Drive Smithton, IL 62285
Groom, Clayton	5245 White Oak Drive Smithton, IL 62285
Grueninger, Dan	5476 White Oak Drive Smithton, IL 62285
Gula, Tim	5127 White Oak Drive Smithton, IL 62285
Hance, Justin	5310 White Oak Drive Smithton, IL 62285
Hayden, Jennifer	5149 Live Oak Drive Smithton, IL 62285
Helfrich, David	5293 White Oak Drive Smithton, IL 62285
Hibbard, Dylan	5437 Live Oak Drive Smithton, IL 62285
Hoffelmeyer, Richard	4039 Chinkapin Oak Drive Smithton, IL 62285
Hollansworth, Kent	5157 Live Oak Drive Smithton, IL 62285
Holten, Jim	4003 Chestnut Oak Drive Smithton, IL 62285
Houser, Jesse J.	5238 White Oak Drive Smithton, IL 62285
Huetsch, Brittney	5334 Live Oak Drive Smithton, IL 62285
Hynes, Douglas	4059 Chestnut Oak Drive Smithton, IL 62285
Jacob, Keith	4049 Bur Oak Drive Smithton, IL 62285
Jalinsky, Bill	5475 White Oak Drive Smithton, IL 62285
Jany, Barb	5214 White Oak Drive Smithton, IL 62285
Jany, Merle	5214 White Oak Drive Smithton, IL 62285
Juncker, Dan	5349 Live Oak Drive Smithton, IL 62285
Kaisor, Allen	4058 Bur Oak Drive Smithton, IL 62285
Kaisor, Regina	4058 Bur Oak Drive Smithton, IL 62285
Kieser, Daniel	5314 Live Oak Drive Smithton, IL 62285
Kittel, John	5181 Live Oak Drive Smithton, IL 62285
Kleinaitis, Veto	5186 Live Oak Drive Smithton, IL 62285
Knop, Megan	5237 White Oak Drive Smithton, IL 62285
Kraus, Brent	5350 Live Oak Drive Smithton, IL 62285

Homeowner Directory

Homeowner	Unit Address
Latta, Carolyn	4035 Chestnut Oak Drive Smithton, IL 62285
Lauko, Michael	5460 White Oak Drive Smithton, IL 62285
Litteken, Spencer	5334 Live Oak Drive Smithton, IL 62285
Lucas, James	5341 Live Oak Drive Smithton, IL 62285
Lucas, Michelle	5341 Live Oak Drive Smithton, IL 62285
Marshall, Robert	5326 Live Oak Drive Smithton, IL 62285
Mayer, Ted	5277 White Oak Drive Smithton, IL 62285
Mayr, David	4068 Chestnut Oak Drive Smithton, IL 62285
Meehan, Jr., Bob	5173 Live Oak Drive Smithton, IL 62285
Meehan, Sr., Bob	4011 Chestnut Oak Drive Smithton, IL 62285
Meyer, Carol	5301 Live Oak Drive Smithton, IL 62285
Meyer, Charles	4019 Chestnut Oak Drive Smithton, IL 62285
Meyer, Nancy	5109 Live Oak Drive Smithton, IL 62285
Miller, David	5151 White Oak Drive Smithton, IL 62285
Miller, Tom	5253 Live Oak Drive Smithton, IL 62285
Mohrman, Bob	4040 Chinkapin Oak Drive Smithton, IL 62285
Mueller, Bob	5230 White Oak Drive Smithton, IL 62285
Mueller, Charles	5333 Live Oak Drive Smithton, IL 62285
Nations, James	5358 Live Oak Drive Smithton, IL 62285
Neeman, Paula J.	5238 White Oak Drive Smithton, IL 62285
Nollau, David	4047 Chinkapin Oak Drive Smithton, IL 62285
Norman, Curtis R.	4055 Chinkapin Oak Drive Smithton, IL 62285
Norman, Regina P.	4055 Chinkapin Oak Drive Smithton, IL 62285
O'Neil, Brian	5350 White Oak Drive Smithton, IL 62285
Offerpad SPE Borrower A, LLC	5414 Live Oak Drive Smithton, IL 62285
Phillips, Stanley	5444 White Oak Drive Smithton, IL 62285
Poole, Paula	5148 Live Oak Drive Smithton, IL 62285
Randle, Ned	4063 Chinkapin Oak Drive Smithton, IL 62285
Rauhe, Beatrice	5101 Live Oak Drive Smithton, IL 62285
Reeve, Mike	5413 White Oak Drive Smithton, IL 62285
Reid III Trustee, Thomas	5318 White Oak Drive Smithton, IL 62285
Reid, Thomas	5413 Live Oak Drive Smithton, IL 62285
Reifschneider, James	4050 Bur Oak Drive Smithton, IL 62285
Revelle, Len	5119 White Oak Drive Smithton, IL 62285
Rodriguez, Rodrigo	5189 Live Oak Drive Smithton, IL 62285
Schaltenbrand, Jr., Larry	5366 White Oak Drive Smithton, IL 62285
Schlarman, Thomas	5421 White Oak Drive Smithton, IL 62285
Schmalenberger, Larry	5286 White Oak Drive Smithton, IL 62285
Schmidt, Charles A.	5245 Live Oak Drive Smithton, IL 62285
Schmitz, Kent	5294 White Oak Drive Smithton, IL 62285
Schrader, Mark	5342 White Oak Drive Smithton, IL 62285
Schuchman, Kent	5269 White Oak Drive Smithton, IL 62285
Schwalenberg, Geoff	5373 White Oak Drive Smithton, IL 62285
Schwalenberg, Melissa	5373 White Oak Drive Smithton, IL 62285
Scott, Jennifer M.	5103 White Oak Drive Smithton, IL 62285
Scott, Michael	5452 White Oak Drive Smithton, IL 62285

Homeowner Directory

Homeowner	Unit Address
Shay, James	5111 White Oak Drive Smithton, IL 62285
Smith, Gene	5205 Live Oak Drive Smithton, IL 62285
Spejewski, Richard	5438 Live Oak Drive Smithton, IL 62285
Spencer, Donald	5302 White Oak Drive Smithton, IL 62285
Spencer, Kelsey	5302 White Oak Drive Smithton, IL 62285
Springer, Jeffrey	5197 Live Oak Drive Smithton, IL 62285
Stivers, Paul	5213 Live Oak Drive Smithton, IL 62285
Stolze, Mike	5358 White Oak Drive Smithton, IL 62285
Sutton, Matt	5398 Live Oak Drive Smithton, IL 62285
Tabor, Michael	5138 White Oak Drive Smithton, IL 62285
Thomas, Jeff	4031 Chinkapin Oak Drive Smithton, IL 62285
Thompson, Kristy	5205 White Oak Drive Smithton, IL 62285
Toennies, Gabriel	4065 Bur Oak Drive Smithton, IL 62285
Tourville, Louis	5194 Live Oak Drive Smithton, IL 62285
Troupe, Mike	4027 Chestnut Oak Drive Smithton, IL 62285
Truttmann, Rick	4028 Chestnut Oak Drive Smithton, IL 62285
Tulloch, Mark	5174 White Oak Drive Smithton, IL 62285
Tulloch, Michael	4052 Chestnut Oak Drive Smithton, IL 62285
Twardoski, Frank	5422 Live Oak Drive Smithton, IL 62285
Von Bokel, Tom	5397 Live Oak Drive Smithton, IL 62285
Weisenstein, Kent	5381 Live Oak Drive Smithton, IL 62285
Wier, Dave	5156 White Oak Drive Smithton, IL 62285
Wildy, Ralph	5467 White Oak Drive Smithton, IL 62285
Wilfon, Rick	5106 White Oak Drive Smithton, IL 62285
Winters, Lamond	4057 Bur Oak Drive Smithton, IL 62285
Winters, Trenise	4057 Bur Oak Drive Smithton, IL 62285
Wissehr, Tom	5334 White Oak Drive Smithton, IL 62285
Woodring, Jeremy	4043 Chestnut Oak Drive Smithton, IL 62285
Woodring, Whitney	4043 Chestnut Oak Drive Smithton, IL 62285
Woods, Giavanna	5435 White Oak Drive Smithton, IL 62285
Wright, William	5229 White Oak Drive Smithton, IL 62285
Yehling, John	4036 Chestnut Oak Drive Smithton, IL 62285
Yung, Hunter	5357 Live Oak Drive Smithton, IL 62285
Zeveski, James	5325 Live Oak Drive Smithton, IL 62285

Total