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2013-18626

KELLY FISHER  
ROCK ISLAND COUNTY RECORDER  
ROCK ISLAND, IL

RECORDED ON  
08/20/2013 09:29AM

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RHSP FEE: 10.00

BOOK: 0

PAGE: 0

PAGES: 10

ADDENDUM TO OWNER'S CERTIFICATE RECORDED AS  
DOCUMENT #2013-16388

KNOW ALL MEN BY THESE PRESENTS, that the Donald R. Bealer Family Limited Partnership, L.P., Developer, and present owner of the Oak Knoll South Twin Estates-Phase II Subdivision contained within the Village of Coal Valley, Rock Island County, Illinois, hereby publishes the following restrictive and protective covenants as an Addendum to the June 21, 2013 Owner's Certificate on said subject premises recorded with the Rock Island County Recorder's Office on July 23, 2013 as Document No. 2013-16388.

The following restrictive and protective covenants are in addition to those contained in the June 21, 2013 Owner's Certificate and are impressed upon the lands of the Oak Knoll South Twin Estates-Phase II Subdivision namely Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 of Oak Knoll South Twin Estates-Phase II, as identified in a copy of the recorded Final Plat of said Subdivision attached hereto as

48.50 HOLD

Exhibit "A" and they shall be binding upon all subsequent owners and purchasers, their heirs or assigns, of the aforementioned lots in said subdivision and further the following covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots in said subdivision, it is agreed to change said covenants in whole or in part.

**WITNESSETH:**

A. Owners and successive owners of each lot or unit shall have full rights of fee simple ownership to the lot to which he has record title, subject only to:

1. Covenants, conditions, easements and restrictions of record, including those contained in this Addendum to Owner's Certificate and the June 21, 2013 Owner's Certificate.
2. The duty of the owner to secure and maintain a policy of Standard Form Homeowners Fire and Extended coverage insurance to the full insurable replacement value of the unit.
3. The duty of the owner to comply with structural and cosmetic standards established by the Developer.
4. The duty of the owner to use each unit only as a single-family residential dwelling.
5. To proceed to the timely repair to or replacement of the unit for loss occasioned by Casualty or otherwise.

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B. Each lot owner shall grant to each other lot owner, as required, an easement at a mutually convenient area for the installation and use of a sanitary sewer, so as to enable each unit owner to avail himself of a connection to a sanitary sewer, together with the right of each unit owner, the Developer or their respective Agents, to construct, lay, repair and maintain such connection and sewer, including the right of access by ingress and egress to affect such connection, repair, or maintenance and the cost attributable thereto, including restoration of the land, shall be born by the benefitted user(s) in proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his Agent, tenant or invitee.

C. Each lot owner shall grant to each other lot owner, as the conditions and context require, an easement at a mutually convenient area for the installation and use of electric, telephone, and cable TV service lines, so as to enable each Unit Owner to avail himself of a connection by electric, telephone and Cable TV service lines, together with the right of each unit owner, the Developer or their respective agents, to construct, lay, repair and maintain such connection, lines and facilities, including the right of access by ingress and egress and the cost attributable thereto shall be borne by the benefitted user in

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proportion to the benefit conferred, except as to acts attributable to the negligence of a user, his agent, tenant or invitee.

D. A guide to the areas subject to this Grant of Easement shall be the present location of the sewer, telephone, electric and Cable TV service lines.

E. The owner of each and every unit shall purchase and maintain a policy of Standard Form Homeowners Fire and Extended Coverage insurance to the full insurable replacement value of the owned unit, as annually determined by the Carrier. Such owner shall apply for and devote the proceeds from any loss to the reconstruction and repair of the damage occasioned by such loss and if such proceeds are insufficient, to pay the excess costs to the full extent of the actual loss.

The approval of the Developer shall be first secured by any owner seeking the repair, replacement or maintenance to the grounds or structure.

All work in repair, replacement, addition or restoration shall be timely commenced and completed, and insofar as is possible, in accord with the original plans and specifications and harmonious with all other units.

Each owner shall and does agree to hold each other unit owner harmless from any claim arising out of or incurred in

conjunction with any such repair, restoration or replacement.

F. The construction of any fence, wall or detached building or addition to any structure, lot or unit shall not thereafter be commenced by any unit owner without the prior approval of Developer and municipal authority as applicable to whom plans and specifications, structural and cosmetic, shall be submitted. The consent of the Developer shall not be unreasonably withheld if the same when installed or constructed would be harmonious with existing structures, units and additions to existing lots.

G. The rights and duties of the owners of single family residences with respect to party walls shall be as follows:

1. Definition. Each wall which is constructed as a part of the original construction of a residence and any part of which is placed on the dividing line between residences shall constitute a party wall and with respect to such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

2. Repair Obligation When One Owner Responsible for Damage. In the event any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the adjoining owner.

3. Repair Obligation When Damage Not Attributable to Fault. In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests, or family (including ordinary wear and tear and

deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense.

4. Consent of Adjoining Owner Required for Modification.

In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinance, any owner proposing to modify, make additions to or rebuild his residence in any manner, which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.

H. The rights and duties of the owners of single family residences with respect to the repair and/or replacement of the roofs originally constructed on the building shall be as follows:

In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinance, in the event any roof is damaged or destroyed by any cause, other than the act of one of the adjoining owners, his agents, guests, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to repair and/or replace the same to as good condition as formerly existed in the same color and composition (i.e. browns, blacks, tans or beiges), at their joint and equal expense.

I. The rights and duties of the owners of single family residences with respect to the repair and/or replacement of the siding originally constructed on the building shall be as follows:

In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinance, any owner proposing to repair and/or replace the siding on his portion of the building due to it being damaged or destroyed by any cause, other than the act of one of the adjoining owners, his agents, guests, or family (including

ordinary wear and tear and deterioration from lapse of time), then in such event, such owner shall proceed forthwith to repair and/or replace the same to as good condition as formerly existed in the same neutral color and composition (i.e. whites, tans, browns or beiges), at his own expense.

J. The rights and duties of the owners of single family residences with respect to the repair and/or replacement of the garage doors originally constructed on the building shall be as follows:

In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinance, any owner proposing to repair and/or replace the garage door on his portion of the building due to it being damaged or destroyed by any cause, other than the act of one of the adjoining owners, his agents, guests, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, such owner shall proceed forthwith to repair and/or replace the same to as good condition as formerly existed in the same design, color and composition, at his own expense.

K. The rights and duties of the owners of single family residences with respect to the repair and/or replacement of the front windows originally constructed on the building shall be as follows:

In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinance, any owner proposing to repair and/or replace the front windows on his portion of the building due to them being damaged or destroyed by any cause, other than the act of one of the adjoining owners, his agents, guests, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, such owner shall proceed forthwith to repair and/or replace the same to as good condition as formerly existed in the same design, size, quality and composition, at his own expense.

L. There shall be no chain link fences, dog runs, plastic sheds or other outbuildings on any of the lots of this subdivision.

M. No off-road vehicles, boats, trailers, mobile homes and/or campers shall be parked on any lot or off-street driveway within the subdivision for a period in excess of seven (7) days.

N. Each unit owner shall be responsible for their individual yard maintenance and snow removal, pursuant to the standards provided in the Village of Coal Valley, IL Village Ordinances.

IN WITNESS WHEREOF, I hereunto affix my hand seal this 13<sup>th</sup> day of August, 2013.

DONALD R. BEALER FAMILY LIMITED  
PARTNERSHIP, L.P.,

By Beverly J. Bealer  
Beverly J. Bealer, Trustee of the  
Beverly J. Bealer Trust, General  
Partner

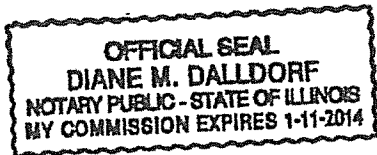
STATE OF ILLINOIS                    )  
  )    ss.  
ROCK ISLAND COUNTY                )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Beverly J. Bealer,



Trustee of the Beverly J. Bealer Trust, General Partner of the Donald R. Bealer Family Limited Partnership, L.P., personally known to me to be the Trustee of the Beverly J. Bealer Trust, General Partner of the Donald R. Bealer Family Limited Partnership, L.P., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said General Partner she signed and delivered the said instrument as said General Partner, as her free and voluntary act, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of August, A.D. 2013.



*Diane M. Dalldorf*  
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NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

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~~AFTER RECORDING, RETURN TO:~~

Spector, Tappa & Nathan Drawer

