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PREPARED HENRY M. SHANNON
Return to: Henry M Shannon
25 B JASON'S POINT
HIGHLAND IL 62249

June 17, 2021

THIRD

**SECOND AMENDED COVENANTS AND RESTRICTIONS
GOVERNING PRESTIGE ESTATES, HIGHLAND, ILLINOIS
Plat Book 63 and Page 203**

KNOW ALL PERSONS BY PRESENTS, that real estate commonly known as Prestige Estates, a plat of said subdivision as recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 63, Page 203 ("Prestige Estates").

WHEREAS, Prestige Estates Homeowners Association, Inc., an Illinois non-profit corporation, does amend the First Amended Covenants and Restrictions governing Prestige Estates which were recorded on January 26, 2004 as Document Number 2004R04432; and

NOW THEREFORE, in consideration of the promises and of the benefits accrued and to accrue to the undersigned and their grantees, assigns and successors in interest by reason of the covenants, conditions and restrictions imposed upon the described real estate as herein set forth, the undersigned does hereby stipulate and declare that they and their successors, grantees and assigns hold each and every tract described above subject to the following covenants, conditions and restrictions, also referred herein as "Covenants and Restrictions" and each and every tract described above shall be sold or conveyed or contracted to be sold or conveyed by the undersigned, their grantees, successors, or assigns subject to the following covenants, conditions and restrictions:

1. Plans and Specifications. No construction or alteration of any kind or the placement of any structure or materials upon any tract without an occupancy permit shall occur unless and until the construction plans and specifications have been approved by Prestige Estates, Inc. For purposes as used in this document, a tract is defined as an empty tract, a single-family dwelling, an attached single-family dwelling, or a two-family Villa. Prestige Estates, Inc. shall review and approve all construction plans, specifications and house plans on tracts without an occupancy permit before, during, and at completion of construction. All plans must comply with the current Prestige Estates Covenants and Restrictions. The following documents shall be submitted to Prestige Estates, Inc. prior to the commencement of any site preparation or construction: (1) Floor plans (2) Front, sides and rear elevations (3) Exterior materials and color selection (4) Specifications (5) Plat plan showing set-back lines, side yards, driveways, and draining plans for surface run off (6) Landscaping plans and (7) Outside lighting plan. All plans and specifications submitted hereunder shall be drawn to scale and shall show all elevations, drainage, floor plans, and exterior appearances of all structures, including exterior materials to be used. Prestige Estates, Inc. shall provide the Architectural Control Committee with an electronic set of plans.

Upon written approval, construction plans and specifications shall be strictly adhered to with no material alterations or changes without the written consent of Prestige Estates, Inc. Any variance to the Covenants and Restrictions upon lots without an occupancy permit must first be approved by Prestige Estates, Inc. and then by the Architectural Control Committee.

Prestige Estates, Inc. reserves the right of on-site inspection during construction and are authorized to act hereunder and shall have absolute discretion in the approval of plans, materials, and construction techniques, (but shall not thereby guarantee or warrant any such plans, materials, and/or construction techniques), and will have the authority to require a final inspection prior to issuance for a written Certificate of Conformity, to be given to each owner of a tract upon which a building is to be constructed. No residence will be occupied by an owner until the final inspection is completed. Written approval and issuance of a written Certificate of Conformity must be obtained for each building to be constructed prior to any final building inspection. The Architectural Control Committee shall have authority until all tracts in PRESTIGE ESTATES are sold to enforce these Restrictions. After an occupancy permit is issued on a tract, any request for a variance to the Covenants and Restrictions must be approved by the Architectural Control Committee. The owners of two-thirds of the tracts in PRESTIGE ESTATES may, at any time during any period when these Restrictions are in force, form under the laws of the State of Illinois, a not-for-profit corporation without Capital Stock, but with one share appurtenant to each tract in PRESTIGE ESTATES. Said corporation may also, by a majority vote of tract owners, create and form an Architectural Control Committee at an election at an Annual Meeting held in January of each year or on a date decided by the Board of Directors. Notice of said meeting shall be given in writing to the said tract owners at least ten (10) days nor more than thirty (30) days in advance of such meeting. Each tract owner shall have one vote for each tract owned at such meeting and a majority vote shall control and be decisive as to any issue voted upon. At said Annual Meeting, 3 persons shall be elected to constitute the Architectural Control Committee. Each person so elected shall hold office for respective periods, according to their election, for 1, 2, and 3 year terms, and at subsequent Annual Meetings, successors shall be elected for a 3 year term to replace the member of the Architectural Control Committee whose term expires.

2. Architectural Control Committee and Homeowners 'Association. The Architectural Control Committee, which shall be elected concurrently with the creation of the Homeowners ' Association, shall be an integral part of said Homeowners ' Association, but shall have autonomous authority as set forth in these covenants and restrictions. The Homeowners ' Association shall have the authority to enforce these covenants and restrictions, including enforcement by court action, if necessary, and to provide for annual assessments and special assessments for capital improvements. The Homeowners ' Association is the owner of any and all amenities and common areas in PRESTIGE ESTATES. It shall be the right of the Homeowners ' Association or an individual owner to enforce these Restrictions, majority rule shall prevail, and Robert's Rules of Order are hereby adopted for the conduct of any and all meetings of the Homeowners ' Association. Each tract owner within PRESTIGE ESTATES is entitled to one (1) vote at the annual and special meetings.

3. Land Use and Building Types. No tract shall be used except for residential purposes, except Tracts zoned C-4. No building shall be erected, sublet, altered, placed, or permitted to remain on any tract, other than one detached single- family dwelling or a villa consisting of two single-family dwelling and meets the following requirements:

A. The total living area of one-story family dwelling on any tract, exclusive of open porches and garages, shall not be less than 1650 square feet.

- B. The total living area of a two-story family dwelling on any tract shall not be less than 1900 square feet. The first floor or ground floor of a two-story family dwelling on any tract, exclusive of open porches and garages, shall not be less than 1000 square feet.
- C. Only villas may be erected on tracts 1 through 40, and single family dwellings on tracts 41 through 59. The total living area for one side of the villa shall not be less than 1,300 square feet.
- D. All tracts shall be allowed one accessory building which shall be located in the rear yard of the tract and shall not be constructed or allowed unless specifically approved by the Architectural Control Committee. All buildings must be permanent structures and must match exterior of home Brick/Vinyl. No tin or skid built temporary out buildings allowed.
- E. All structures shall have 85% or more brick on the front. In the case of multiple story structures, only the first floor is required to have a brick front of at least 85%, and side elevations must be 75% brick or more.
- F. All sidewalks and driveways shall be paved with concrete as set forth in the City of Highland regulations.
- G. Each dwelling shall have the minimum of a two-car attached garage.
- H. The minimum roof pitch is 6/12. Notwithstanding, accessory buildings to be constructed on a tract with an already existing building, as of the date of the Restrictions, shall be at the minimum the same roof pitch as the existing building. No metal roofing is permitted. Architectural grade shingles are required.
- I. All buildings erected on any tract shall be constructed of material of good quality suitable for use in the construction of residences and no building or buildings shall be placed on or moved to any tract. No tin, tar paper, composition paper or similar materials may be used as permanent exterior covering of any building. No A-frame design, modular homes, or double wide mobile homes or underground homes will be approved, nor any design inconsistent with the general architectural theme of PRESTIGE ESTATES. Vinyl siding is permitted, provided however that color choices shall be specifically approved by the Architectural Control Committee.
- J. It is fully realized by the Architectural Control committee, that wide discretion is given to them as to their judgment relating to whether or not a given building fits the "architectural theme" of PRESTIGE ESTATES. The purpose of this Restriction is not to restrict architectural innovation, nor to insure that all buildings are identical, but is intended to give the Architectural Control Committee complete and open discretion in approving the design of buildings so that they complement one another. By contracting to purchase, or purchasing a tract of PRESTIGE ESTATES, the owner(s) thereof agree(s), unreservedly, to grant to the Architectural Control Committee, the power of approval as to architectural design and theme, and this restriction shall not be subject to action by an owner(s) to set it aside, the purchase of a tract in PRESTIGE ESTATES, as aforesaid, constituting a waiver of any objection to this restriction.

5. Building Location: Tract owners shall comply with the applicable zoning and building ordinances for the location of any buildings.

6. Construction.

A. Construction activities shall not cause surface water to drain onto adjacent tracts, nor onto the tract line of such an adjacent tract, the objective of this restriction being to provide for surface water drainage from a given tract in such manner as will not affect any adjacent tract. All sites shall have a finish grade that will allow the natural flow of surface drainage to remain on a tract, and to cause water to drain to an immediately adjacent street or to a pre-existing water course or pre-graded water course. Grading shall be tapered at the side lines in such a manner as to permit construction on an adjacent tract without the need for special retaining walls, etc. Gutter downspout run-off shall not be piped into any sanitary sewer lateral main. All plans and drawings for surface water drainage shall be submitted for written approval by the Architectural Control Committee.

B. Temporary buildings erected by builders in connection with the construction of any building shall not be permitted. Construction on any building shall be prosecuted diligently and continuously from the time of commencement. All buildings and landscaping shall be fully completed within a period of twelve (12) months after construction is undertaken or the date materials first arrive on the site, whichever is earlier. The Architectural Control Committee shall have the authority to require cleaning of construction sites and streets in PRESTIGE ESTATES, caused by any construction activities.

C. Contractor agreements: In the event, during the construction of buildings in PRESTIGE ESTATES, a contractor for an individual owner and builder does not complete the landscaping, or any item provided for on the Plans and Specifications of the tract, on such tract in a manner acceptable to the Architectural Control Committee, shall cause such landscaping or Plans and Specifications to be fully and finally completed or legal action will be taken.

D. At the sole discretion of the Architectural Control Committee, each contractor constructing a building in PRESTIGE ESTATES, shall be obliged to enter into a Contract and Agreement with the Architectural Control committee, which shall establish the conditions, requirements and criteria for such contractor to follow during the construction of a building, including, but not limited to, requirements for Workmen's Compensation insurance, personal injury and property damage liability insurance according to minimum requirements of coverage to be determined and established by the Architectural Control Committee, as to each such contractor. This provision is intended to permit the Architectural Control Committee, to regulate the activities of contractors constructing buildings in PRESTIGE ESTATES, so that such buildings are built in compliance with their Restrictions and to provide for the orderly conduct of construction activities, to regulate the parking and location of equipment and vehicles, to provide for safe ingress and egress by the Architectural Control Committee, residents and emergency vehicles.

E. Landscaping: Immediately after the erection of a building and as soon as season permits, the area in which there is newly moved earth must be seeded or sodded, and suitably

landscaped. A continuously neat appearance of the ground must be maintained, including that portion of the street right-of-way adjacent to the premises. There may not be any major earth moving after completion of the construction of the building without written permission of the Architectural Control Committee.

F. Concrete sidewalks: Shall be installed immediately after the erection of a building and as soon as the season permits. All sidewalks shall be installed as set forth in the City of Highland regulations.

7. Utilities. All utilities shall be installed underground unless otherwise approved in writing by the Architectural Control Committee.

8. Easements. Easements for installation and maintenance of utilities and drainage facilities, are reserved, as shown on the recorded plat of PRESTIGE ESTATES. No buildings or any other structure of any kind shall be placed on the ground reserved by any such easement. Subject to such limitations as may be imposed by the Homeowners' Association, each tract owner may delegate the right of enjoyment in and to common areas to members of the tract owner's family and/or invited guests only.

9. Assessments.

A. Lien and Personal Obligations of Assessments. Each owner of a tract is hereby deemed to covenant by acceptance of the deed for such tract, whether or not it shall be so expressed in the deed, to pay to the homeowners' association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the real property and a continuing lien on each tract against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the tract at the time the assessment fell due.

B. Purposes of Annual Assessments. The annual assessments levied by the Homeowners' Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents of PRESTIGE ESTATES, and for the improvement and maintenance of the common areas within PRESTIGE ESTATES. Annual assessments shall include, and the Homeowners' Association may acquire and pay for out of the funds derived from annual assessments, the following: (1) Landscaping, berms, trees, grass and maintenance and repair of the common area. (2) Electrical, lighting, and other necessary utility service for the common area. (3) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation, all equipment, furnishings, and personnel necessary or proper. (4) Fire insurance covering the full insurable replacement value of the common area with extended coverage. (5) Liability insurance insuring the Homeowners' Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Homeowners' Association and shall be reviewed at least annually and increased or decreased in the discretion of the Homeowner's Association. (6) A standard

fidelity bond covering all members, directors and officer of the Homeowners 'Association and all other employees of the Homeowners 'Association in an amount to be determined by the Homeowners 'Association. (7) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural, alterations, insurance, taxes, or assessments which the Homeowners 'Association is required to secure or pay pursuant to the terms of the Restrictions or by law, or which shall be necessary or proper in the opinion of the Homeowners 'Association for the operation of the common areas, for the benefit of the tract owners, or for the enforcement of these Restrictions.

C. Annual Assessments. The Homeowners 'Association is a not for profit corporation as hereinbefore provided, the Board of Directors of the Homeowners 'Association shall fix the annual assessments taking into account the purpose of annual assessments.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners 'Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the tract owners.

E. Notice and Quorum for Action Authorized Under Section C and D. Written notice of any meeting called for the purpose of taking any action authorized by Section C or D shall be sent to all tract owners not less than ten (10) days nor more than thirty (30) days in advance of such meeting.

F. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all tracts.

G. Commencement and collection of Annual Assessments. The annual assessments provided for herein shall commence as to all tracts. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of the due date and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every tract owner subject thereto.

H. Effect of Nonpayment of Assessments. Remedies of the Homeowners 'Association. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 9% per annum. The Homeowners 'Association may bring legal action against the owner personally obligated to pay the same or may foreclose the lien against the real property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's tract.

10. Ponds. Only the owners of the tracts which directly abut a pond in PRESTIGE ESTATES shall be able to use and enjoy that particular pond. There is hereby established a ten (10) foot easement for ingress and egress around all ponds for the use and enjoyment by the owners of the tracts which directly abut that particular pond. The owners of the tracts which abut any

ponds in PRESTIGE ESTATES, shall be responsible for maintaining the ponds in a good condition and for any costs associated with maintenance. A separate assessment may be levied against the abutting tracts by the Homeowners' Association for maintenance of the ponds, and the Homeowners' Association shall have the same remedies for collection as provided herein for other costs and assessments. No boats, including paddle boats, are permitted or allowed. No docks are permitted or allowed.

11. Miscellaneous Provisions.

A. Each tract owner shall cut his grass, weeds, brush, and other vegetation regularly and shall not allow any vegetative growth to become a nuisance to adjoining tract owners, other tract owners in PRESTIGE ESTATES, or the community. If the vegetative growth becomes a nuisance, the Architectural Control Committee shall have the authority to cause any such tract to be mowed or cleaned up. And to impose an assessment and a lien upon said tract for the cost of mowing or cleaning up plus interest thereon at the rate of 9% per annum.

B. Garden plots shall be allowed in rear yard of each tract only.

C. No clothesline of any sort shall be allowed.

D. No citizen band antenna or ham radio antenna shall be placed upon any tract in PRESTIGE ESTATES. Only one small satellite television dish (less than a diameter of 4 feet) shall be placed upon any tract and shall be placed in the rear yard of the tract and attached to the building. No propane or gas tanks shall be allowed unless underground, however this restriction shall not be deemed to prevent portable propane tanks of the type normally associated with grills.

E. No large lawn ornaments are permitted, especially brightly colored or metallic ones, unless approved by the Architectural Control Committee.

F. All exterior lighting including, but not limited to, any tract owner's lighting, shall be located so as not to become a visual nuisance to any other tract owner, and shall be subject to approval of the Architectural Control Committee.

G. The burning of any material outside of any building shall be prohibited, except the burning of leaves is permitted providing it is in compliance with relevant statutes, regulations, and/or ordinances of the City of Highland.

H. No tract shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept except in sanitary containers located inside the building, except on collection days, upon which days said containers may be placed near the streets for collection. Garbage and trash container must be removed as soon as possible after pickup service.

I. One "in-ground" swimming pool per single-family tract and a villa tract shall be allowed. All pools shall be kept neat and in good working condition. All swimming pools must be in compliance with the City of Highland ordinances.

J. Recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar installations may only be maintained upon the rear of the tracts and then only with the prior written approval of the Architectural Control Committee. Failure to comply will result in a monetary fine to be determined by the Board of Directors and governing Architectural Control Committee. If a tract owner fails to pay said fine, a lien may be filed against said tract.

K. Dog pens and kennels are not permitted unless they have been approved in writing by the Architectural Control Committee, and they have consented to by the adjacent tract owners.

L. Fences or hedges of a height of more than six (6) feet in the rear and on the sides of the property and three (3) feet in front of the property shall not be permitted. All fences are subject to written approval of the Architectural Control Committee. No chain linked style fences allowed.

M. No animals, livestock, or poultry of any kind, shall be raised, kept, bred, or maintained on any tract. Dogs, cats, or other household pets are permitted but they may not be raised, kept, bred, or maintained for commercial purposes. Pot-bellied pigs are not permitted.

N. No noxious or offensive trade or activity shall be carried on or permitted upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of PRESTIGE ESTATES.

O. No signs of a commercial nature are allowed except for one professional sign of not more than five (5) square feet advertising a tract "for sale" or "for rent" and a professional sign of not more than five (5) square feet used by the builders for advertising during construction and/or sale.

P. No trailer, basement, tent, shack, garage, barn or other accessory building erected on any tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be so used.

Q. No tract or driveway, outside the exterior walls of the buildings on that tract shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair or for repairing any one or more automobiles for any period of time.

R. The storage of utility trailers, campers, trailers, campers, boats, boat trailers, household effects, tools, machinery, empty or filled containers, boxes or bags of trash, or other items that shall in appearance detract from the esthetic value of the premises shall be placed and stored to be concealed from view.

S. No motor vehicles are permitted on any tract without current valid license plates, with the exception that such vehicles are permitted to be stored within the garage or other approved building.

T. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any tract.

U. No owner, lessee or renter that lives in said residence shall rent or lease any part of that residence for any reason to anyone else. Once these CC&Rs are recorded in the State of Illinois, County of Madison, all new renters and/or leases will be evicted.

12. **Additional Regulations.** The Architectural Control Committee shall have the authority to impose whatever additional regulations, separate from these Restrictions, that they deem necessary, not inconsistent with the Restrictions, and in support, furtherance and enforcement of same, in order to promote the safety, health and welfare of the residents of PRESTIGE ESTATES.

13. **Time Period and Enforcement of Restrictions.** These Covenants and Restrictions are to run the land and shall be binding on all parties and all persons claiming under them. Said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then tract owners of all tracts in PRESTIGE ESTATES, as afore described, it is agreed to change said Covenants and Restrictions in whole or in part. Any changes to said Covenants and Restrictions must be voted on at the Annual Meeting. Failure to comply with any of said Covenants and Restrictions will result in a fine determined by the Board of Directors and governing Architectural Control Committee. Failure to pay said fine will result in a lien against said property. If any person shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful for any other person or persons owning any real property situated in PRESTIGE ESTATES, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages, or other expenses for such violations by judgment or Court Order, provided that any such action shall in no way affect any of the other provisions herein which shall remain in full force and effect. These Restrictions shall also apply to, shall run with the land, and shall be binding upon all parties and any and all extensions or additions to PRESTIGE ESTATES, and/or outlets thereto, subsequently shown on any recorded survey plat.

14. **Cost of Enforcement.** The Architectural Control Committee shall be entitled to all costs, including reasonable attorney fees, incurred in the enforcement of the terms, conditions, and provisions of said Covenants and Restrictions Governing PRESTIGE ESTATES, Highland, Illinois, including any amendments thereof. In the event any person or persons owning any real property situated in PRESTIGE ESTATES, other than the Architectural Control Committee, who prosecute any proceedings at law or in equity against any person or persons, excluding any actions against the Architectural Control Committee, for violation or attempting to violate any of the terms, conditions, and provisions of said Covenants and Restrictions Governing PRESTIGE ESTATES, Highland, Illinois, including any amendments thereof, such person or persons prevailing shall be entitled to all costs, including reasonable attorney fees, incurred in the enforcement.

15. **Application and Recording of Restrictions.** These Covenants and Restrictions shall be recorded in the Office of the Recorder of Deeds of Madison County, Illinois. In the event of the

invalidation of one or more of these Restrictions by order of the court, the remaining Restrictions shall continue to be valid and in full force and effect.

IN WITNESS WHEREOF, these Restrictions are executed this 23 day of July, 2021.

Henry M. Shannon

By: HENRY M. SHANNON
President, Prestige Estates Homeowners Association, Inc.

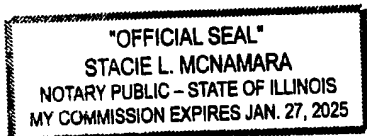
STATE OF ILLINOIS,
COUNTY OF MADISON

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that, HENRY M. SHANNON, appeared before me this day in person and acknowledged that he executed the foregoing as his free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of July, 2021.

Stacie L. McNamara

Notary Public



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**Prestige Estates, a Subdivision located in the City of Highland,
Saline Township, County of Madison and State of Illinois,
according to the Final Plat thereof, recorded in Plat Book 63
and Page 203 of the records of Madison County, Illinois.**