

4655 4968

2004R33835

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

06-09-2004 08:57:20 A

DANIEL R. DONOHOO
RECORDER

DOC. FEE: 22.00
PAGES: 8

DECLARATION OF RESTRICTIONS FOR "HIDDEN ACRES ESTATES AT THE
LAKE, A SUBDIVISION WITHIN HOLIDAY SHORES"

P.C. 63 Pg. 258

22⁰⁰ pd Cash

T and A Properties, Inc., an Illinois Corporation ("Developer"), the Owner of the following described real estate:

Legal Description: BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPLE MERIDIAN IN THE FORT RUSSELL TOWNSHIP, MADISON COUNTY, ILLINOIS

SITUATED IN MADISON COUNTY, ILLINOS; hereafter, "the Subdivision";

Does hereby impose upon said real estate the following Restrictions, and does hereby declare that the said real estate shall hereafter be owned, conveyed and developed in accordance with and subject to the provisions hereof ("Restrictions").

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling ("House"), not to exceed two stories in height, excluding the basement, plus attached garage. No Lot shall be subdivided.
2. BUILDING LOCATION. No house shall be located closer to any street or side or real lot line than permitted by the ordinances of Holiday Shores Association, Inc. No building shall be located on any Lot nearer to any street line than the building lines shown on the Plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line or closer than thirty-five (35) feet from any real lot line. However, where more than one Lot is used for the construction of one dwelling overlapping the lot line, the side line restriction are hereby waived as to the line between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of the Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
3. PLANS AND SPECIFICATION. An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned T and A, Inc., (hereinafter call the "Architectural

4655 4969

Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- a. Floor Plans;
- b. Front, side and rear elevation;
- c. Exterior materials and color selection,
- d. Name of General Contractor and Construction Company;
- e. Plot plan showing front, side and rear setback lines, driveways, parking areas and location of all structures on the Lot;
- f. Landscaping Plan;
- g. Holiday Shore;
- h. Madison

The architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of the death, dissolution or resignation of said initial members while holding such an office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Control Committee until all of the Lots in the Subdivision are sold. Commencing with the sale of the last of the Lots in the subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or member of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

4. DWELLING SIZE AND MISCELLANEOUS.

- a. No one-story dwelling shall be permitted on any Lot which has less than 1,800 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half story or two story dwelling shall be permitted on any Lot which has less than 2,300 square feet of such floor space, with at least 1,300 square feet of such space on the first level in a one-and-one half story, and 1,200 in a two story (any clerestory square footage may be counted as both first-floor and second-floor space). No split-foyer dwelling shall be permitted. The character and design of garages must conform to the character and design of the dwelling structure.
- b. No temporary or permanent antenna or antennae will be allowed to be mounted on the ground. Small, "primestar"-type, exterior satellite dishes attached to the dwelling house shall be permitted if installed on the rear of the house.
- c. No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No above ground pools will be permitted. Basketball courts will be allowed provided they are freestanding of the residential structure. Type and style of basketball courts must be approved by the Architectural Control

Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

- d. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- e. No Lot or driveway, outside the exterior wall of the main residential structure or garage, 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.
- f. No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence.
- g. Each Lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.
- h. No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pick-up and panel trucks. No boats, campers, trucks, mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.
- i. A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area may include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete or block.
- j. Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.
- k. No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.
- l. The dwelling house which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The front exterior wall surface (or surfaces) of all homes shall be constructed of brick, brick veneer or stone over at least 80% of the area (excluding doors and windows). The balance of the exterior walls may be finished masonite-type siding, vinyl siding, or a

combination thereof approved by the Architectural Committees. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under-eave, overhang and porch areas.

- m. All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Committee.
 - n. No retail business of any kind shall be permitted in the Subdivision or any other business except home offices not open to the public which are permitted under Holishor Association, Inc. Covenants and Restrictions, its bylaws and its Rules and Regulations.
 - o. Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but shall be located at least 20 feet from any Lot line.
 - p. No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot, not on any side of a dwelling along a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over 5 feet in height shall be allowed in any Lot, nor shall any wall, fences or fencing be located closer than one foot to any Lot line. All walls, fences and fencing shall be professionally constructed wrought iron construction or aluminum wrought iron look and be compatible with the natural surroundings, subject to the conditions herein set out for the materials. No wood, vinyl, chain link, wire, or other metal wall, fences, or fencing shall be permitted. All walls, fences and fencing must be submitted to, and approved by the Architectural Committee prior to Construction, and must be continually maintained to present an attractive appearance, or, after 60 days notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 14 below.
 - q. Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.
 - r. No exposed foundation walls.
 - s. Sod front and sides to a line parallel to the rear of the house.
 - t. Hip roofs.
 - u. All houses shall be landscaped within 90 days of completion, across the front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials which shall be approved by the Architectural Control Committee. Each homeowner will plant a minimum of 1 tree at least 10 feet high or better.
5. **ROOFS.** All roofs must be constructed with pitch of not less than 6/12. All roofs shall be covered with HEAVYWEIGHT ARCHITECTURAL GRADE SHINGLES OR BETTER. Shingles must have textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural shingles meeting requirements will be addressed to the Architectural Control Committee.

6. MAILBOXES. All Lot Owners will be required to install MATCHING MAILBOXES which will be available at Landreth Lumber at owners' expense. Installation at the time of completion of residence. If mailbox must be replaced, the box installed in its place shall be of the same type and design, and shall be purchased by the Lot Owner.
7. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs and cats kept as pets. No pets of any kind shall be permitted to be kept outside the dwelling in exterior kennels or houses, or maintained for commercial purpose.
8. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.
 - a. During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, any cleanup of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed.
 - b. Each property Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.
 - c. The burning of any material outside of any dwelling house shall be prohibited, except the burning leaves in conformity with the Statutes of Holiday Shores.
 - d. All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right-of-way. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls.
 - e. All owners of any lot or parcel in the subdivision shall comply with and be subject to all covenants and restrictions of Holiday Shores' bylaws, rules, regulations and Holiday Shores Sanitary District.
9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other waste, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.
10. EASEMENT. Easements for installation, consideration, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.
11. ASSESSMENTS. In addition to Holiday Shores annual and special assessments may be established or levies against each Lot and its owners for

maintenance of entrance landscaping, berms, and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot, at the first meeting of the Homeowners Association. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment of any such lien.

12. **HOMEOWNERS ASSOCIATION.** After 80% of the total Lots in the Subdivision have been sold by Developer or after ten (10) years from the date of beginning of dwelling occupancy, the "HIDDEN ACRES HOMEOWNERS COMMITTEE" shall be established as a not-for-profit corporation, herein called the "Homeowners Committee", which shall be vested with all powers, duties, and responsibilities of the Homeowners Committee set out in these Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances under the restrictions of Holishor Association. The owners of each Lot shall collectively own one share in the Homeowners Committee. The Homeowners Committee shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Restrictions. The Homeowners Committee has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Committee to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Committee.
13. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until October 1, 2017, at which time the Restrictions shall automatically be extended for successive periods of 10 years, unless by a vote of all of the Owners of at least two-thirds (2/3) of the lots, it is agreed to change said Covenants and Restrictions in whole or part; until the last Lot in the Subdivision is sold by the undersigned, these Restrictions may be rescinded or amended by the undersigned. Thereafter, these Restrictions may be rescinded or amended at any time prior to October 1, 2017, or, thereafter, by approving vote of all Owners of at least 2/3 of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said by the secretary of the Homeowners Committee herein below established, in the Recorder's Office in Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to

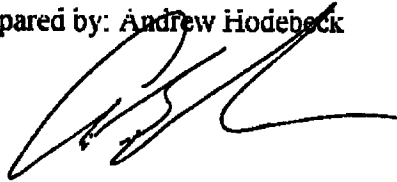
4655 4975

violate any of the Covenants and Restrictions, herein, it shall be lawful, and power of authority is hereby given, to any proceeding at law or in equity to enforce these Restrictions, or to prevent any violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. invalidation of any one of these Restrictions or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Return

T & A Properties Inc.
6/4 Monaco Drive Edwardsville, IL 62025

Prepared by: Andrew Hodebeck



June 8, 2004



Sharon K. Mercer

End Of Document