

## **Easy to read text version of the Covenants and Restrictions**

### **Village Garden Subdivision**

Know all men by these presents, that Joseph H Osborn and Donald P Osborn d/b/a Osborn Development, a partnership, are owners of the following described real estate, to wit.

Lots numbered 1 thru 48 " Village Garden Subdivision" A subdivision according to the plat of the same recorded in Plat Cabinet 63 at Page 129, in the recorder's Office of Madison County, Illinois, hereinafter referred to as the Subdivision and any future lots to be known as Village Garden Subdivision, Future Addition

Now therefore, in consideration of the premises and the benefits accrued and to accrue to the undersigned by any reason of the Covenants, Conditions, and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale, and purchase said real estate, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following Covenants, Conditions, and Restrictions and do hold each and every Lot above described, or portion thereof, for use and sale subject to the following Covenants, Conditions, and Restrictions and do declare that no Lot or Lots above described or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, and assigns, except subject to the following Covenants, Conditions, and Restrictions, whether expressly stated in the deed of conveyance or not, to-wit.

#### **1. Time period and enforcement of restrictions**

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2023, at which time said covenants and restrictions shall automatically be extended for successive periods of (10) ten years, unless at the time the majority of the then owners of the lots agree to change or modify the covenants in whole or in part.

However, notwithstanding the foregoing, these covenants and restrictions may from time to time be altered or amended by the concurrence in writing of two-thirds (2/3) of the owners of record of the lots in said subdivision, providing however, no charges shall be made without the concurrence of the Dedicators hereof so long as the Dedicators own any lots subject to this plan.

Modification or amendment to said Covenants and restrictions shall be effective upon recording of same together with an affidavit certifying said vote by the secretary of the Homeowners' Association, in the Recorders' Office of Madison County, Illinois.

Should the Declarants, their heirs, successors, personal representatives, or assigns, violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and the power and authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowners' Association, without further authority or directions, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and restrictions, or in directly or consequently from such violation , together with expenses, court costs, any attorney's fees incurred in such proceedings. Invalidation of any one of the Covenants and restrictions, or any

portion thereof, by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

## 2. Land Use and Building Type

No Lot shall be used except for residential purposes. No building will be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, excluding the basement, plus and attached garage for not less than 2 cars.

## 3. Building Location

No building shall be located on any Lot nearer than 25 feet to the front property line (35 feet from the concrete street). Or nearer than 25 feet to any side street line (35 feet from the concrete street). No building shall be located nearer than 5 feet to the interior lot line, with a total of 15' side setback. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot line. For purposes of these Covenants and restrictions, caves, 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 on a Lot, to encroach upon another Lot. All buildings and structures shall meet all requirements of the building codes, ordinances, and regulations of the City of Collinsville.

## 4. Plans and Specifications

Plans and Specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, landscaping, all for exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surface and all other construction details and materials which are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of the Village Garden Homeowners' Association (hereinafter called the Architectural Control Committee") for written approval, before construction is started. JEO and DPO are hereby appointed the initial members of the architectural control committee. The architectural control committee shall have the absolute discretion in the approval or disapproval of any structure in Subdivision pursuant to these covenants and restrictions. The architectural control committee shall serve without pay and, discharging the duties imposed upon them hereunder, is hereby granted an easement prior to and during 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 trespassing thereby, and may enter into contracts and employ agents, servants, and counsel as they deem necessary in the performance of their duties. 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 omission on the absence of willful and deliberate misconduct. The above named initial members of the architectural control committee shall hold office until all Lots in Village Garden Subdivision are sold, or until their successors are elected by the Homeowners' Association, whichever is later, and in the event of death or resignation of either said initial members while holding such office, the survivor of them shall have the right to name a replacement member. Commencing with the sale of the last of the Lots above described, the Homeowners' association shall elect the members of the new architectural control committee at its annual meeting. At the first such meeting, two members of the new architectural control committee shall be elected, who hold office for respective periods, according to their election, for 1 and 2 years terms, and at subsequent annual meetings, their successors shall be elected for 2 year terms, to replace the 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.

## 5. Dwelling Size and Misc

No one-story dwelling shall be permitted on any lot which has less than 1,000 sf of livable space, excluding garages, and space below ground level, and open porches and balconies, no split foyer dwelling shall be permitted on any lot which has less than 1,080 sf on the main floor, no one-and-half story dwelling shall be permitted on any Lot which has less than 1,300 sf of such floor space, with at least 720 sf of such space on the first floor. The character and design of garages must conform to the character and design of the dwelling structure.

No recreational apparatus will be permitted in any front yard, or side yard, or next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located at any point toward the front lot line, past a line drawn parallel with and intersecting the front dwelling structure. The architectural control committee shall have absolute discretion to decide what is a front or side yard, and to approve, or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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.

No lot or driveway, outside the exterior walls 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.

No shed, trailer, 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 campers, trucks, mobile equipment, motor homes, or recreational vehicles will be permitted to be stored outside the dwelling or garage on any lot in the subdivision.

Each Lot shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, unless approved by the Architectural Control Committee, and nothing shall be stored in the open, outside said dwelling or garage, with 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, no lawn buildings, garbage cans, or visible cloths lines be allowed.

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 Control Committee.

No piece part of any platted building Lot in the subdivisions may be sold, except if said piece or part is sold to an adjoining Lot owner, in which case it becomes an integral part of that Lot and subject to

the same restrictive covenants herein stated. No Lot shall ever be used or sold for road purposes except by the developer.

No outside antenna, or satellite dish in excess of 20" in diameter shall be erected, installed, or constructed on any Lot, without the written consent of the Architectural Control Committee and must be in compliance with the City of Collinsville IL.

No business of any kind shall be permitted in the subdivision, except and such home occupation as is permitted under the ordinances of the City of Collinsville.

No wall, fences, or fencing of any kind shall be erected, placed nor maintained nearer than 35' from the street curb of any Lot. All walls, fences, and fencing shall be wood construction and be compatible with the natural surroundings., subject to the conditions here in below set out for materials. No galvanized chain Link, wire, or metal wall, fence, or fencing shall be permitted. Plastic or vinyl coated chain link fence must be approved by the Architectural Control Committee. Except that professional constructed wrought iron fences may be approved. All walls, fences, and fencing must be submitted to and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or such walls, fences and fencing will be removed at the expense of the Lot owner.

No drain shall discharge within 10' of a property line unless it discharges in a street, lake, storm drain or other approved area.

Each Lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the subdivision.

The undersigned, and the Homeowners' Association, shall have the right, but not the obligation, to install amenities in the subdivision, including but not limited to tennis, badminton, volleyball, racquetball, and other handball courts.

#### 6. Livestock and Pets

No animal of any kind may be kept, bred or maintained for any commercial purpose.

#### 7. Construction of residence, Maintenance of property

Public Sidewalks – Sidewalks shall be installed by the Lot owner at the time of construction in such a fashion as is designated by the City of Collinsville. The cost installation shall be borne by the owner of said lots. In the event sidewalks are not installed and the City requires Osborne Development for all sums advanced and/ or expended for the construction of the owner's in the amount of said advancement or expenditure to attach in the same manner as set out in this declaration

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, and any clean up of them, shall be the responsibility of the owner of any Lot upon which work is being performed.

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 will always present a neat and attractive appearance.

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course if the original exterior construction. All structures, including the attached garages thereto, shall be completed in so far as exterior painting, siding, windows, roofing, and trim are concerned within 8 months of the start of construction.

#### 8. Oil and Mining Operations

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

#### 9. Garbage and Refuse Disposal

No Lot shall be used to 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 garage of a dwelling house, except on collection days when said sanitary containers may be placed near the platted streets for collection.

#### 10. Signs

No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision. House numbers on homes or mail boxes are permitted.

#### 11. Easements

Easements for installation, construction, 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 structure of any kind shall be placed on, in, or over any such easement; and such building or structure shall be removed at the expense of the Lot owner.

#### 12. Homeowners' Association

After 50% of the total Lots in the subdivision have been sold by the undersigned, an association shall be established as a not-for-profit corporation, hereinafter referred to as the homeowners' association, which shall be vested with all powers, duties, and responsibilities of that Homeowners' Association set out in these Covenants and Restrictions and as provided by law; the title to all amenities, landscaping, subdivision fences, entrance improvements, easements, and subdivision

appurtenances, shall be conveyed by the undersigned to the Homeowners' association. The owners of each Lot as provided for herein shall collectively own one share in the Homeowners' association. The homeowners' association shall from time to time adopt by-laws for its constitution, operation and deliberations in conformity with these covenants and restrictions. Each of the Lot owners will be a member of the association to be formed by the developer, who will appoint initial officers. It shall be the duty of the Homeowners' Association to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise setout herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners' Association except as set out herein or in the By-laws adopted by the Homeowners' Association.

### 13. Assessments

Annual and special assessments may be established or levied against each Lot owner for maintenance of streets and entrance landscaping, subdivision fence, berms, drainage, and entrance improvements, and amenities in the subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners' Association. Initial annual assessments shall be \$50.00 per year with the following annual assessments being 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 that Lot, at the first meeting of the Homeowners' Association. The share of each Lot owner shall be proportional to the number of Lots. There are 13 lots each owner therefore would have a 1/13<sup>th</sup> interest and pay 1/13<sup>th</sup> share of the costs of maintenance and improvements that are authorized by the association. A lot owner's share will change with future additions of the subdivision. Any unpaid assessments 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 filled 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 office of the Homeowners' Association, of the amount or payment status of any such lien.