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STATE OF ILLINOIS

MADISON COUNTY

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ABSTRACTS & **T**ITLES, **I**NC.

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**HARVEST POINTE ESTATES
COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that JOSEPH E. OSBORN and RETAIL PLACE, LLC., an Illinois limited liability company, are owners of the following described real estate, to wit:

Parcel I.D. No. 09-1-22-04-02-201-001 and Lots numbered 1-7 "HARVEST POINTE ESTATES." A subdivision according to the plat of same recorded in Plat Cabinet 66, at Page 31, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION," and any future Lots to be known as "HARVEST POINTE ESTATES, FUTURE ADDITIONS."

NOW THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by 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 of 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, or 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, 2025, 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 shall 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 be the secretary of the Homeowners Association, in the Recorder's 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 to prevent any violation thereof, or to recover damages resulting direct or consequentially from such violation, together with expenses, court costs, any attorneys' fees incurred in such proceedings. Invalidation of any one of these Covenants or 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.

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, with a garage for not less than 2 cars and one additional detached garage.

3. BUILDING LOCATION

No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line or closer than twenty-five (25) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for the purposes of these Covenants and Restrictions. For purposes of these Covenants and Restrictions, 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 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 Troy.

4. PLANS AND SPECIFICATIONS

Plans and specifications for each dwelling to be construed, showing location of the dwelling on the Lot, landscaping, all four 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 Harvest Pointe Estates Homeowner Association (hereinafter called the "Architectural Control Committee") for written approval, before construction is started. Forrest Lerch and Donald P. Osborn, are hereby appointed the initial members of the Architectural Control Committee. The Architectural Control Committee shall have 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, in 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 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 Harvest Pointe Estates 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 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 year 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 MISCELLANEOUS

- a. No one-story dwelling shall be permitted on any lot which has less than 2,000

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 2,000 square feet of such floor space, with at least 1000 square feet of such space on the first floor. The character and design of garages must conform to the character and design of the dwelling structure.

b. At least 25% of the front of all dwelling shall be brick or stone.

c. All roofs must consist of an architectural shingle or shake roof. Except detached garage may have steel roof.

d. 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, play-ground 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.

e. Swimming pools may be erected on any lot with the restriction that it be in-ground and located in the backyard. No above-ground pools are permitted.

f. 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.

g. 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.

h. 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 a temporary character be used as a residence.

i. 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 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.

j. Each house shall have a garage fully capable of housing a minimum of two automobiles. If a detached garage is built, it must sit further back on Lot than the back of the house and the front elevation must match the exterior materials of the house except for the existing garage at 2323 Staunton Rd, and if removed, new garage must meet restrictions.

k. 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 clothes lines be allowed.

l. 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.

m. No piece or part of any platted building Lot in the subdivision 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.

n. No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any lot, and all such antennae will be located inside the house. Exterior satellite dishes may not exceed 24 inches in diameter

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

p. No wall, fences or fencing of any kind shall be erected, placed nor maintained nearer to the street than the front of the house of that Lot. No wall, fences or fencing over 6 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction, vinyl, or aluminum and be compatible with the natural surroundings, subject to the conditions hereinbelow 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 Committee) except that professionally 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.

q. All driveways, parking areas and sidewalks must have a permanent dust free pavement, cannot be rock or gravel.

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

s. 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 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

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, and any clean-up of them, 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 will always present a neat and attractive appearance.

c. The burning of any material outside any dwelling house shall be prohibited, except for the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the City of Troy.

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 and rear lot line in such a manner as to permit construction on an adjacent lot without the need for retaining walls.

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 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 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.

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 other 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. ASSESSMENTS

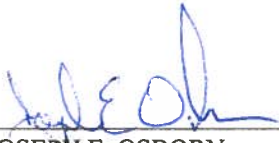
Annual and special assessments may be established or levied against each Lot and its owner for maintenance of street and entrance landscaping. Subdivision fences, berms, drainage and entrance improvements, any amenities in the Subdivision of and for the use of the lot owners, and for any other duties, 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 after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. 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 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 status of any such lien.

13. HOMEOWNERS ASSOCIATION

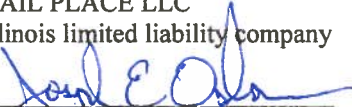
After 90% of the total lots in the Subdivision have been sold by the undersigned, on or before December 31, 2025, whichever is sooner, the "THE HARVEST POINTE ESTATES HOMEOWNERS ASSOCIATION", shall be established as a non-for-profit corporation, unless 6 of the 8 Lot owners do not want to form one, herein called 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 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 owners of the will be a member of the association to be formed by the owners referred to above. It shall be the duty of the Homeowners Association 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 Association, except as set out herein or in the By-Laws adopted by the Homeowners Association. The Homeowners Association shall be responsible for any required maintenance to the storm water detention facilities located within the subdivision.

IN WITNESS WHEREOF, JOSEPH E. OSBORN and RETAIL PLACE LLC. has caused its seal to be affixed hereunto and has caused its name to be signed to this Declaration by its Member as of the day and year first above written.



JOSEPH E. OSBORN

RETAIL PLACE LLC
an Illinois limited liability company

By: 
Name: JOSEPH E OSBORN
Title: MEMBER

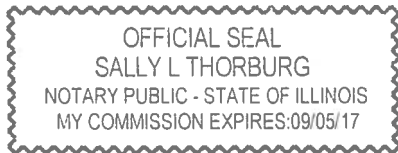
STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, SALLY THORBURG, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that JOSEPH E. OSBORN and _____, a member of RETAIL PLACE LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26TH day of JUNE, 2017.



NOTARY PUBLIC



THIS DOCUMENT WAS PREPARED BY:
RETAIL PLACE LLC
100 REGENCY CENTRE
COLLINSVILLE, IL 62234

END OF DOCUMENT