

Prepared by \$
Return to:

original



Donald Osborn
100 Regeway Centre
Collinsville IL 62234

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STATE OF ILLINOIS
MADISON COUNTY
03/29/2018 10:40 AM
AMY M. MEYER, RECORDER
REC FEE: 33.00
CO STAMP FEE:
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FF FEE:
RHSPS FEE: 9.00
OF PAGES: 9

42.00 cash

**COVENANTS AND RESTRICTIONS
MERIDIAN OAKS SECOND ADDITION**

KNOW ALL MEN BY THESE PRESENTS, Meridian Manors Development, LLC, an Illinois limited liability company, owners of the following described real estate, to wit:

Lots numbered 90 thru 130 "MERIDIAN OAKS SECOND ADDITION" A subdivision according to the plat of same recorded in Plat Cabinet 166, at Page 166, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the 'SUBDIVISION'.

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, the undersigned do hereby stipulate, agree, and declare that they, their successors, and assigns, do hereby subject and bind the aforesaid real estate 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 parties and persons claiming under them, until December 31, 2031, at which time said Covenants and Restrictions shall be automatically extended for successive periods of (10) ten years, unless by a vote of 67% of all of the owners of the lots, it is agreed to change said Covenants and Restrictions in whole or in part.

Until the last lot in the subdivision is sold by the undersigned or 10 years from the sale of the first lot, whichever comes first, these Covenants and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to December 31, 2031, or thereafter, by approving vote of all of the owners of at least 67% of the lots, which shall be effective upon recording of said rescission or amendments, together with an affidavit certifying said vote by the secretary of the Homeowner's Association herein below established, in the Recorder's Office of Madison County, Illinois. If the

parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and power and authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violations thereof, or to recover damages resulting directly or consequentially from such violations, together with expenses, court costs, and attorney's fees, incurred in such proceedings. Invalidation of any one of the 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.

These Covenants and Restrictions may not be amended or modified at any time without presenting the issue to the Planning and Zoning Commission of the Village of Glen Carbon, or its successors, and receiving the approval of the Board of Trustees of the Village of Glen Carbon.

After the original Covenants and Restrictions (and thereafter any rescission or amendments thereto) have been recorded with the Office of Recorder, Madison County, Illinois, the Developer or Homeowner's Association, as the case may be, shall provide a properly recorded copy of same to the Village of Glen Carbon.

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 an attached garage for not less than 2 cars.

All residential buildings, in addition to any requirements made by the Architectural Control Authority shall, unless expressly waived in writing by the Architectural Control Authority, include the following:

- A. Good quality construction, with new materials;
- B. No tin, paper, tar or similar materials may be used on exterior of building;
- C. No A-frame, modular, mobile, log homes or underground homes are allowed;

3. BUILDING LOCATION

No building shall be located on any Lot nearer than 25 feet to the front property line, (33 feet from the concrete street), or nearer than 25 feet to any side street line, (33 feet from the concrete street). No building shall be located nearer than 10 feet to the interior Lot line. No building shall be located on any interior Lot nearer than 25 feet to the rear Lot line. 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 Village of Glen Carbon.

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 Meridian Oaks Homeowner Association (hereinafter called the "Architectural Control Committee") for written approval, before construction is started. Joseph E. Osborn 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 75% of all Lots in Meridian Oaks 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. Lots 90-130

a-1. No one-story dwelling shall be permitted on any lot which has less than 1,600 square feet of livable space, excluding garages, any space below ground level and open porches and balconies; no two-story dwellings shall be permitted on any lot that has less than 2,000 square feet of livable space, as defined above; no multi level dwellings shall be permitted on any lots that has less than 1,800 square feet of livable space, as defined above. The character and design of all garages (attached or detached) must conform to the character and design of the dwelling structure are subject to approval of the Architectural Control Authority.

a-2. All front exterior walls on all homes and garages shall be 70% brick, brick veneer or if stone is used, the stone type and configuration as approved by the Architectural Control Authority, except that areas above porches and cantilevers may consist of another typed of building material as approved by the Architectural Control Authority.

a-3. Exterior walls not required or elected to be brick, brick veneer or stone, may be natural wood siding, vinyl siding or other surface approved by the Architectural Control Authority.

a-4. All exterior lighting must be approved by the Architectural Control Authority, but in no event may it become a visual nuisance to an adjoining or nearby lot owner;

a-5. All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better with color, grade and kind of shingle to be approved by the Architectural Control Authority when the residence and garage are built and prior to any replacement or repair unless replacement or repair are identical to the original;

a-6. Garden plots (fruits and vegetables as distinguished from flowers and shrubs) shall be allowed only in the rear yard of any lot, not to exceed 100 square feet, not along any street, and shall be located at least 20 feet from any lot line;

a-7. Each residence must include, of a kind and in a location, an "address stone", yard post light and mailbox, in accordance with the specification of the Architectural Control Authority.

B. 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 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.

C. At no time will a dog house or dog run be erected on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

D. 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.

E. 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.

F. 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 mechanical work or vehicle maintenance (excluding cleaning and including painting) will be performed on any lot, residence, garage or driveway located thereon.

G. 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.

H. No on-street parking, other than temporary parking to periods of less than four (4) hours allowed for any vehicle, boat, trailer or other vehicle. Any exterior parking of operable automobiles, on other than a temporary basis as provided above in reference to streets, will be allowed only upon prior written approval of the Architectural Control Authority.

No boats, trailers, recreational vehicles, commercial vehicles, or trucks of (1) ton or greater shall be parked on driveways, or yards of any lot in the subdivision, except for the period required for loading, unloading, or servicing such vehicles, such time not to exceed twenty-four (24) consecutive hours. At all other times such boats, trailers, recreational vehicles, or trucks of one (1) ton or greater capacity shall be parked only in a completely enclosed garage. Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle.

I. 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.

All driveway and paved areas shall be provided by the owner of each lot, suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a maximum of 1000 square feet, exclusive of the driveway, of additional space.

All driveways, turn-arounds, and paved areas shall be paved with concrete pavement having a minimum thickness of 4" or brick as approved by the Architectural Control Authority.

J. 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 clothes lines be allowed.

K. 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.

L. 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.

M. No antennas or satellite dishes (greater than 18" in diameter) for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors within view of neighboring lots of the subdivision or the streets in the subdivision, whether attached to a building or structure, free standing or otherwise. Satellite dishes with a diameter of 18" or less shall be erected on the rear of the house or backyard and must not be visible from the street fronting the house.

N. No business of any kind shall be permitted in the subdivision, except any such home occupation as is permitted under the ordinances of the Village of Glen Carbon.

O. No wall, fences or fencing of any kind shall be erected, placed nor maintained nearer than 35' from the street curb of any Lot. No wall, fences or fencing over 5 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction, with natural color cedars, 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 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.

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

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

R. 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. Public Sidewalks – Sidewalks shall be installed by the lot owner at the time of construction in such fashion as is designated by the Village of Glen Carbon. The cost of installation and continued maintenance shall be borne by the owner of said lots. In the event sidewalks are not installed and the Village of Glen Carbon requires MERIDIAN MANORS DEVELOPMENT, LLC. for all sums advanced and/or expended for the construction of the owner's sidewalk and MERIDIAN MANORS DEVELOPMENT, LLC. shall have a lien on the subject premises in the amount of said advancement or expenditure to attach in the same manner as set out in this Declaration.

B. Walking trail will be for pedestrian use only. No bicycles or skate boards will be allowed. No removal or alteration of walking trails or berms shall be made by any homeowner without written approval of the Homeowners Association.

C. 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.

D. 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.

E. 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 of original exterior construction. All structures, including the attached garages thereto, shall be completed insofar as exterior painting, siding windows, roofing and trim are concerned within 8 months from the start of construction.

F. Permit Fees - When a building permit is issued by the Village of Glen Carbon for a building lot, all applicable and then current fees are due. These fees include, building permit fees, water and sewer tap on fees, road improvements fees, and any other assessed fees as established by the separate Development Agreement and/or the Village of Glen Carbon.

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. 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 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. HOMEOWNERS ASSOCIATION

After 75% 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. Within 90 days thereafter, the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, outlots, detention areas 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 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.

13. ASSESSMENTS

Annual and special assessments may be established or levied against each Lot and its owner for entrance landscaping, Sub-division fence, walking trails, berms, drainage and entrance improvements, subdivision outlots, and anything that may be purchased by Homeowners Association, and amenities in the Subdivision of an 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 that Lot, at the first meeting of the Homeowners Association. The share of each lot owner shall be proportional to the number of lots. If there are 130 lots and each owner therefore would have a 1/130 interest and pay a 1/130 share of the costs of maintenance and improvements that are authorized by the association. A lot owners 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 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.

14. NOISE ABATEMENT

Village of Glen Carbon will not be responsible for any noise abatement in subdivision.

15. MAINTENANCE OF COMMON AREAS AND RETENTION/DETENTION BASINS

A. That the Developer (and thereafter the homeowner's association) shall be responsible for the maintenance and repair of all common areas (and equipment and appurtenances thereto, if any) – including specifically any water retention/detention basins or systems (and associated equipment and appurtenances thereto)

B. In the event that the Developer (and thereafter the homeowner's association and/or individual lot owners), following reasonable – but not less than 30 days – notice by the Village fails to cure any maintenance or repair deficiencies in the water retention/detention basins or systems, including sidewalks (and associated equipment and appurtenances thereto), then the Village may assume the maintenance and/or repairing the deficiencies in the water retention/detention basins or systems, including sidewalks (and associated equipment and appurtenances thereto), then the Village may assume the maintenance and/or repairs (or contract for same) and take any or all of the following courses of action to recoup the actual costs of maintaining and/or repairing the deficiencies in the water retention/detention basins or systems, including sidewalks (and associated equipment and appurtenances thereto):

b-1. Place a lien upon the common grounds and any, all, or any combination of lots within the subdivision (and thereafter, at Village's option, to foreclose upon said lien (s).

b-2. Terminate all water and/or sewer services to any, all, or any combination of lots within the subdivision until said actual costs have been recouped.

b-3. Village may selectively place liens upon individual lots and may terminate water and/or sewer services to individual lots, at Village's option, where some but not all lot owner(s) have paid their proportionate share of the actual costs incurred by the Village.

b-4. The "actual costs" incurred by the Village as referenced in this section "Covenants and Restrictions", shall include, but not be limited to the following:

1) Labor, material and equipment costs.

- 2) Contract costs (to outside service providers).
- 3) Professional fees, including, but not limited to attorney's fees).
- 4) Court costs, court related expenses and recording fees.

After the original Covenants and Restrictions (and thereafter any rescission or amendments thereto) have been recorded with the Office of Recorder, Madison County, Illinois, the Developer or Homeowner's Association, as the case may be, shall provide a properly recorded copy of same to the Village of Glen Carbon.

16. SCHOOL IMPACT FEES

This subdivision plat is subject to and shall abide by the requirements of the Village of Glen Carbon Educational Facilities Impact Fees Ordinance as established by Ordinance No. 2004-9 on behalf of the Edwardsville Community School District No. 7.

17. OFF-SITE ROADWAY AND SANITARY SEWER ASSESSMENTS

Pursuant to the Development Agreement which has been entered into for this Subdivision, off-site roadway and sanitary sewer fees shall be collected by the Village of Glen Carbon at the time building permits are issued by the Village. These fees are in addition to the normal building permit fees collected by the Village of Glen Carbon and the educational facilities impact fees collected on behalf of the Edwardsville Community District No. 7.

IN WITNESS WHEREOF, they have hereunto set their hands and seal this 19TH day of FEBRUARY, 2018.

MERIDIAN MANORS DEVELOPMENT, LLC.

By: 
Authorized Signatory

By: 
Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in the Sate aforesaid, DO HEREBY CERTIFY THAT Donald P. Osborn and Joseph E. Osborn, personally known to me to be the Authorized Signatories of said Limited Liability Company and personally known to me to be the same persons whose names are subscribe to the foregoing instrument appeared before me this day in person and serally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Limited Liability Company pursuant to authority given by the Board of Directors of said Limited Liability Company as their free and voluntary act and deed of said Limited Liability for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 19TH day of FEBRUARY, 2018.


NOTARY PUBLIC

