



8 6 1 5 6 4 4
Tx:4445719

2019R34057
STATE OF ILLINOIS
MADISON COUNTY
10/22/2019 01:11 PM
AMY M. MEYER, RECORDER
REC FEE: 51.00
CD STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE: 9.00
OF PAGES: 8

The space above is for Recorder's use only

**COVENANTS AND RESTRICTIONS
FOR
3RD ADDITION TO CRYSTAL VIEW**

KNOWN ALL MEN BY THESE PRESENTS, that the owners of the following described real estate, to-wit:

Lots 74 thru 82 in Crystal View, reference being had to plat thereof recorded in Plat Cabinet 67 on page 14 of the Madison County Recorder's Office records, all being part of U.S. Survey 510, Claim 338 in Townships 3 and 4 North, Range 8 West of the Third Principle Meridian, Village of Glen Carbon, Madison County, Illinois.

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 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 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 parties and all persons claiming under them, until January 1, 2027, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 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.

These Covenants and Restrictions may be rescinded or amended at any time prior to January 1, 2027, or thereafter, by approving vote of all of the owners of at least 67% of the lots, which shall be effective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 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.

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 shall 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.
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 thirty (30) 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 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.
4. **PLANS AND SPECIFICATIONS.** The following documents shall be submitted to the Developer 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 elevations;
 - C. Exterior materials and color selections;
 - D. Name of General Contractor or Construction Company;
 - E. Plot plan showing front, side and rear set back lines, driveways, parking areas, and location of all structures on the lot;
 - F. Grading plan.

The Developer shall have absolute discretion to approve or disapprove of any structure in the subdivision, pursuant to these Covenants and Restrictions. The Developer shall serve without any

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 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, the Developer shall not 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.

5. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted on any lot, which has less than 1500 square feet of livable space, excluding garages, space below ground level, and open porches and balconies. No one and one-half story or two-story dwellings shall be permitted on any lot which has less than 1900 square feet of such floor space, with at least 1000 square feet of such space on the first floor (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

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.

No permanent recreational apparatus will be permitted in any front yard or side yard next to a platted street. Portable recreational apparatus is allowed, but must be properly maintained, in good working condition, and must be commercially manufactured. Such properly maintained apparatus will have, but is not limited to, intact nets, no visible rust, and no other visible or material defects. Examples include portable basketball goals, hockey nets, and soccer nets. All such portable apparatus must be movable and cannot be permanently set in the ground. All other recreational apparatus, including swing sets, swimming pools, permanent basketball hoops, playground equipment or similar devices shall not be located at 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. The Developer shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove 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, 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.

Each lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. A side entry garage is preferred, where feasible, and this will be determined by the Developer.

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, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any lot in the subdivision.

A paved area 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 600 square feet of additional space. No on-street parking is allowed for any vehicle. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Developer. The paving material of all parking areas, driveways, and turnarounds shall be Portland cement concrete or brick.

Any and all mechanical work or vehicle maintenance, (excluding cleaning) will be performed in the garage of each residence.

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 clothes lines shall be allowed.

The home 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. An area equal to at least 50% of the front of the dwelling shall be brick and the distribution shall be subject to Developer approval. The balance of the exterior walls may be natural wood siding, finished masonite type aluminum or vinyl siding, or a combination thereof approved by the Developer. 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 area.

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 the approval of the Developer.

All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better. All roofs must have a simulated shake design and appearance, and must be constructed of fiberglass, asphalt shingle, or wood materials.

No retail business of any kind shall be permitted in the subdivision, nor any other business, except home offices not open to the public which are permitted under the ordinances of the Village of Glen Carbon.

Vegetable/fruit garden plots shall be allowed in the rear yard of each lot, not to exceed 100 square feet, but not along any street, and at no other place, and can be located anywhere within a fenced in lot or at least 5 feet from any unfenced lot line. Small removable wooden or vinyl garden fences only will be allowed around the perimeter of the garden.

Fire Pits: Burning of wood is allowed in commercially manufactured portable or professionally constructed fire pits in conformity with the Statues of Illinois and Ordinance of the Village of Glen Carbon. The burning of any materials (except the above) outside of any dwelling house shall be prohibited, except the burning of leaves in conformity with the Statues of Illinois and Ordinances of the Village of Glen Carbon.

Wall and Fences: No wall, fences or fencing of any kind shall be allowed in the front yard of any lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fence or fencing over 6 feet in height and with a minimum height of 3 ½ feet, shall be allowed on any lot, nor shall any wall, fence or fencing be located closer than one foot to any lot line. All walls, fences and fencing shall be wood, professionally constructed wrought iron, ornamental aluminum, or vinyl construction materials and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence or fencing shall be permitted. All walls, fences or fencing must be submitted to, and approved by the Developer prior to construction, and must be continually maintained to present an attractive appearance, and fences must be sealed - according to the suggested manufacturer's recommendations or within 1 year of completion of construction, or after 60 day's notice, such walls, fences and fencing may be removed by the Developer and the cost thereof billed to the lot owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such lot in the same manner as in Section 12 below.

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

6. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs or cats kept inside as house pets. No pets of any kind will be permitted outside the dwelling, in exterior kennels or houses, or otherwise. No animals of any kind may be kept, bred or maintained for any commercial purposes.
7. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY. 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 subdivisions, and any cleanup of them, shall be the responsibility of the owner of any lot upon which such work is being performed. Construction sites are to be cleaned daily to provide for safety concerns and general appearance. All construction work on any residence must be completed within ten (10) months of ground breaking. If project is not completed within ten (10) months, a monthly fee of \$25 will be assessed to property owner, unless an extension not exceeding two (2) months is granted by the Developer. 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, so that the lot will always present a neat and attractive appearance. Vacant lots shall be mowed at least once a month during growing season, provided that at no time shall a lot owner allow ground cover on any lot to exceed six (6) inches in height. If lots are not so mowed, the Developer shall have the authority to cause any such lot to be mowed and to charge the lot owner the costs thereof, plus fifteen (15) percent overhead expenses.

To benefit the homeowners and all users of the subdivision, and to add to the aesthetics of the subdivision, all sidewalks (public and private) constructed within the subdivision whether constructed by the developer, the homeowner, the Developer or otherwise shall be maintained in

accordance with the Village of Glen Carbon's then current Subdivision Control Ordinance by, and at the cost of the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. A green space, 4 feet wide, shall be maintained between the sidewalk and the back of the gutter and all sidewalks shall be 4 feet wide. In the event the homeowner fails to repair or maintain the sidewalks as herein provided, the Village may make said repairs and charge the cost thereof to the homeowner and/or impose a lien upon the real estate where said repairs were made. The Village of Glen Carbon shall have the power and authority to maintain an action to foreclose upon said lien.

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 lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspout run-off shall not be connected to storm sewers or sanitary sewers.

8. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas 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 or gas 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 shall 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 be kept 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. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale, 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. Permanent signs are as followed: alarm signs, house numbers on homes or mailboxes will be allowed.
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 owners for maintenance of street 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 Developer established by these Covenants and Restrictions, or established by the Homeowner's 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 the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Developer. 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. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the lot or lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said lot or lots. Notwithstanding the foregoing, the Developer may assess not more than Fifty Dollars (\$50.00) annually against each lot for the upkeep and maintenance of the Subdivision entrances and for landscaping near the entrances.

13. **ANNUAL BUDGET:** An annual budget will be prepared prior to the annual meeting by the officers of the association. It should consist of anticipated expenditures for the next fiscal year starting in April. Expenditures shall be, but not limited to Insurance Expenses, Taxes, Ground Maintenance (lawn mowing, etc.), and Electricity for entryway lights. This proposed budget will be voted on at the annual meeting for approval for the next fiscal year.
14. **HOMEOWNERS ASSOCIATION.**
 - A. The owners of Lots in Crystal View, 1st Addition to Crystal View and 2nd Addition to Crystal View have formed a Homeowner's Association as set forth below. This Association is a single entity governing the affairs of the Subdivisions and with the powers and authorities set forth herein. The "Crystal View Homeowner's Association" has been established as a not-for-profit corporation. Said Association is called herein the "Homeowner's Association" and shall be vested with all powers, duties, and responsibilities of that Homeowner's Association set out in these Covenants and Restrictions including the power of assessment and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements and Subdivision appurtenances which have been conveyed to the Homeowner's Association. The Homeowner's Association will assume responsibility for the maintenance of all common grounds and property at such time, including the "Outlot" shown on the Subdivision plat, which is reserved as "green space". Upon failure of the Homeowner's Association to maintain the commons area for a period of 30 days after receiving written notice from the Village of Glen Carbon, the Village of Glen Carbon shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or Homeowner's Association, or both. The owners of each Lot shall collectively own one share in the Homeowner's Association. The Homeowner's Association shall from time to time adopt By-laws for its constitution, operation and deliberations. It shall be the duty of the Homeowner's 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 Homeowner's Association, except as set out herein or in the By-laws adopted by the Homeowner's Association.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

- B. When the last lot has been sold or when the Developer turns over, whichever comes first, lots 74 through 82 in 3rd Addition to Crystal View will become part of the Crystal View HOA revised March 2017 if approved by them.

IN WITNESS WHEREOF, 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.

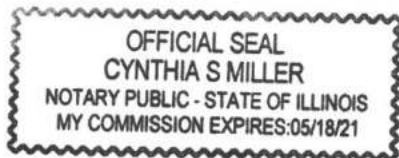
RETAIL PLACE LLC
an Illinois limited liability company

By: [Signature]
Name: JOSEPH OSBORN
Title: MEMBER

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, CYNTHIA S. MILLER, a Notary Public in and for the County in the State aforesaid, DO
HEREBY CERTIFY that Joseph Osborn, a member of RETAIL PLACE LLC, who is
personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member,
appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 16TH day of OCTOBER, 2019.



[Signature]
NOTARY PUBLIC

Prepared by:
Return to:
Retail Place LLC
7700 Stonebridge Golf Dr.
Marengo, IL 60162

END OF DOCUMENT