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DANIEL R. DONOHOO
RECORDER

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Abstracts & Titles, Inc.
205 N. Second St.
Edwardsville, IL 62025

**SECOND ADDITION TO THE NORTHWOODS AT PARK FOREST
COVENANTS AND RESTRICTIONS**

20.00

KNOW ALL MEN BY THESE PRESENTS, that JOSEPH E. OSBORN and DONALD P. OSBORN, d/b/a OSBORN DEVELOPMENT, a partnership, are owners of the following described real estate, to wit:

Lots numbered 15-21, 77, 115-128 "SECOND ADDITION TO THE NORTHWOODS AT PARK FOREST." A subdivision according to the plat of same recorded in Plat Cabinet 63, at Page 91, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION," and any future Lots to be known as "NORTHWOODS AT PARK FOREST SUBDIVISION, 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, 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 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, plus an attached garage for not less than 2 cars.

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 Northwoods At Park Forest 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 all Lots in Northwoods 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 1,700 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 60% of the front of all dwelling shall be brick or stone.

c. All roofs must consist of an architectural shingle or shake roof. No rectangular 210lb., 3 in 1 shingle will be allowed.

d. Mailbox and address stone furnished by developer ;and installed and maintained by lot owner.

e. 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.

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, no 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 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.

k. No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with 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.

i. 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 than 40 feet 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 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. 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 City of Troy. The cost of installation shall be borne by the owner of said lots. In the event sidewalks are not installed and the City of Troy requires OSBORN DEVELOPMENT to construct said sidewalks, the lot owner shall reimburse OSBORN DEVELOPMENT for all sums advanced and/or expended for the construction of the owner's sidewalk and OSBORN DEVELOPMENT 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. 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

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. 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 after January 1 of each calendar year. Special assessments shall be established as determined

