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STATE OF ILLINOIS
MADISON COUNTY
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After recording return to:

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DANIEL R. DONOHOO
RECORDER

REC FEE: 21.00
RHSPS FEE: 10.00
PAGES: 7

31.00 ck 44410

THIS BLOCK RESERVED FOR RECORDER'S STAMP

Description No.: D10040618

Project: *Prairie Trails Estates – Phase 1*

Type of Document: *Covenants and Restrictions (for Final Plat)*

PRAIRE TRAILS COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT, that Larry Dittmeier and Dan Rapoff, d/b/a TMM DEVELOPMENT II LLC, an Illinois limited liability company, are the owners of the following described real estate, to wit:

Lots numbered 1 thru 135 "PRAIRE TRAILS ESTATES", a subdivision according to the plat of same recorded in Plat Cabinet 65, at Page 95, in the Recorder's Office of Madison County, Illinois, hereafter 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 Covenant, Conditions, and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvements, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns 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 January 3rd, 2016 at which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years, unless at that time the majority (75%) of the one hundred thirty-five (135) owners of the lots shall agree to change or modify the Covenants 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 changes shall be made without the concurrence of the Dedicator, known as TMM Development II, L.L.C. here of as long as the TMM Development II, L.L.C. 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 Recorder's Office of Madison County, Illinois. A copy of any modification or amendment shall be delivered to the Building & Zoning Administrator of the Village of Pontoon Beach, Illinois.

Should the Declarants, their heirs, successors, personal representatives, assigns or owner of any lot violate or attempt to violate any of the Covenants and Restrictions herein, it shall be unlawful, 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 direction, 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 directly or consequentially from such violation, together with expenses, court costs, and 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 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 for no less than 2 cars.

3. BUILDING LOCATION

No building shall be located on any Lot nearer to any street line than the building setback lines shown on said plat of the subdivision, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior Lot line. 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, 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 Pontoon Beach.

4. PLANS AND SPECIFICATIONS

Plans and specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, exterior surfaces, all exterior elevations and grade, and including without limitation the color, quality and type of exterior construction materials, color and texture of all building materials, including roof coverings, walls, all exterior lighting, mailbox, or materials to be used which are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of the Prairie Trails Homeowners Association (hereinafter called the "Architectural Control Committee") for written approval, before construction is started. TMM Development II, L.L.C. 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 any pay and, in discharging the duties imposed upon them hereunder, is hereby granted a license 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 hereby, 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 personally liable for negligence for injury to person or damage 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 the 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 annual meeting, two members of the new Architectural Control Committee shall be elected, who shall 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 1,350 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies. No one-and-half story or two story dwelling shall be permitted on any Lot which has less than 1,700 square feet of such floor space, with at least 900 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 50% of the front of all dwelling shall be brick or stone.
- C. All roofs must consist of an architectural shingle or shake roof with minimum pitch of 6-12. No rectangular 210 lb., 3 in 1 shingle will be allowed.
- D. All driveways must be constructed of concrete and constructed at the time of initial building construction. The minimum of a side load driveway is twelve (12) feet to the main apron.
- 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 of similar devices shall not be located at any point toward the front 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, nor shall any structure of a temporary character be used as a residence.
- I. No trucks, 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.
- 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 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, no lawn buildings, garbage cans or visible clothes line be allowed.
- L. No building, wall or other structure of landscaping shall be commenced, erected or maintained upon the Lots, nor shall any exterior appearance be made until the name of the general contractor who will erect the improvements, the plans, specifications, materials and location as to improvements, and the nature, kind, shape, and height as to landscaping be submitted to be approved in writing as to harmony of external

design and location in relation to surrounding structures and topography by the Architectural Control Committee.

- M. 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.
- N. No piece or part of any platted building Lot in the subdivision may be sold, except if said piece or parcel is sold to any adjoining Lot owner, in which case it becomes an integral part of the Lot and subject to the same restrictive covenants herein stated. No Lot shall ever be used or sold for road purposes except by TMM Development II, L.L.C.
- O. No Lot shall have an exterior free-standing signal receiving dish, antenna, mast, or similar appliance. No exterior antennas other than those attached to a residence of the size and type commonly used for the reception of local television signals shall be permitted. No disc-type antennas, citizen's band antennas nor short-wave antennas shall be permitted without the approval of the Architectural Control Committee.
- P. 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 Pontoon Beach.
- Q. No wall, fences or fencing of any kind shall be erected, placed or maintained nearer than twenty-five (25) feet from the street curb of any Lot. No wall, fences or fencing over five (5) feet in height shall be allowed on any Lot. All fences and fencing shall be vinyl or wood construction and be compatible with the natural surroundings, subject to the conditions herein below set out for materials. No galvanized, wire, or metal wall, fence or fencing shall be permitted, 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.
- 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.
- T. All front yards must be sod, and landscaped. Lamp lights must be approved by Architectural Control Committee before sale of property is final.
- U. Each Owner shall keep all areas of the Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from impounding water, changing grade, blocking redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Subdivision.
- V. Under no condition shall an above-ground pool be permitted. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any in-ground pool construction. Any fence associated with an approved in ground swimming pool must be approved by the Architectural Control Committee and shall be constructed of wrought iron or a facsimile material thereof. All retaining

walls, if required, shall be constructed using the masonry stone or similar material in appearance; no railroad ties or other wood material shall be allowed.

- W. All Lots must have front sidewalks which are four (4) feet wide and four (4) inches deep, except at driveways which a depth of six (6) inches is required. The Sidewalks shall be constructed at the time of the construction of the Improvements.

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 not be prohibited, except for the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the Village of Pontoon Beach.

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 five (5) 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

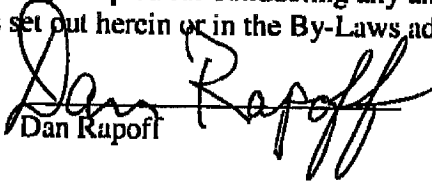
Easements for installation, construction, reconstruction and maintenance for utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building 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 1st of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, joint 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 so filed on or before March 1st 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

All lot purchasers are automatically a member of the "Homeowner's Association" when it is formed and the formation of said association is mandatory and it will accept the conveyance and maintenance of all commons (out lots) areas. After 90% of the total lots in the Subdivision have been sold by the undersigned, on or before December 31, 2010, whichever is sooner, the "Homeowners Association", shall/or be established as a non-for-profit corporation, herein called the 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 pay a fee of \$ 125.00 per year for and collectively own one share in the Homeowners Association. The Homeowners Association shall from time to time adopt By-Law for its' constitution, operation and deliberations in conformity with these Covenants and Restrictions. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise set out therein, 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.



Dan Rapoff


Larry Dittmeier

State of Illinois)
)SS
~~County of Madison~~)

I, Pamela A. Ridall, a notary public in and for the county aforesaid, do hereby certify that Dan Rapoff and Larry Dittmeier are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and acknowledged that they signed and sealed the same as their free and voluntary act for the uses and purposes therein set forth, including the release of waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of August, 2006.

 - Notary Public

END OF DOCUMENT

