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Tx:4274495

2016R37718

STATE OF ILLINOIS

MADISON COUNTY

10/24/2016 2:15 PM

AMY M. MEYER, RECORDER

REC FEE: 51.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE: 9.00

# OF PAGES: 27

*60.00 Ch.# 1024*

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
VILLAS OF NOTTINGHAM SUBDIVISION

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# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The Villas of Nottingham, LLC, an Illinois limited liability company ("Developer"), is the owner in fee simple of certain real property located in the Village of Maryville, Madison County, Illinois, known by the official plat description as The Villas of Nottingham Subdivision – Phase 1, Lots 1-26, pursuant to a record plat filed on October 16, 2016 in Plat Book 66 Page 99 in the Madison County Recorder of Deeds Office, Madison County, Illinois ("Subdivision Plat"), the legal description of which real property is attached hereto as Exhibit A.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots constituting the Subdivision, Developer hereby declares that all of the real property described above together with such additional property as may be added to the Subdivision pursuant to Article VI of the Declaration, and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Declaration and the easements, covenants, conditions, and restrictions set forth in this Declaration shall not be binding upon any other land owned by Developer other than the land contained within the Lots in the Subdivision, even though the other land may be contiguous with the land in the Subdivision.

## **DEFINITIONS**

1. "Association" shall refer to The Villas of Nottingham Homeowner's Association, an Illinois not for profit corporation, its successors and assigns.
2. "Developer" shall mean The Villas of Nottingham, LLC, and its successors and assigns, provided that the rights specifically reserved to Developer under this Declaration shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.
3. "Common Area" shall mean the real property defined and labeled on the Subdivision Plat as "[A]ll areas not otherwise designated shall be Common Area", which includes, but not limited to, storm water detention basins, irrigation systems and equipment, trees, landscaping, grass, signs identifying the Subdivision, other improvements located within or on such Common Area and if they are constructed clubhouse, pool, playground area, walking paths and bridges and any additional property labeled Common Area on future plats made subject to this Declaration.
4. "General Expenses" shall include all expenses incurred by the Association to maintain its existence and the maintenance and control of the Common Areas, including, but not limited to any storm water retention ponds, fountain equipment, trees and landscaping, stream and drainage areas, walking paths and bridges; signs, club house, pool, playground and any other improvements which may be located upon the Common Area, and shall also include any other costs incurred by the Association in the performance of its duty pursuant to this Declaration.

5. "Limited Common Area" shall mean a portion of the Common Area which use is limited to the Owner of the Lot adjoining said area. The following shall be a Limited Common Area:

- a. All driveway and paved areas, suitable for parking of at least two (2) vehicles and sidewalks to the dwelling shall be provided, maintained in good repair, repaired and replaced if necessary by the Owner of each Lot. All driveways and paved areas shall be paved with concrete pavement or brick as approved by the ARC; and
- b. The sewer line from the sewer main to the dwelling and the water line from the water meter to the dwelling are a limited common area for the benefit of each Lot Owner that each line services and shall be maintained (including any settling of the surface soil), repaired and replaced, if necessary, by the Lot Owner. The Association shall have a general maintenance and access easement over this area to mow the grass and provide general maintenance in this area as part of its general mowing maintenance (subject to the Owners duties stated above); and
- c. The area under any patio or deck attached to a dwelling, as approved by the ARC and said area and any such patio or deck shall be maintained, repaired and replaced, if necessary, by the Lot Owner; and
- d. Any outside lighting, as approved by the ARC, shall be maintained, repaired and replaced, if necessary, by the Lot Owner; and
- e. Any part of a dwelling or appurtenance thereto, up to two (2) foot from the outside foundation wall of a dwelling that encroaches on the Common Area as a result of construction, reconstruction, settlement or shifting, to the extent such encroachment or use of the adjoining Common Area does not interfere with the reasonable use and enjoyment of the burdened portion of the Common Area, by the Association and its Members. The Association shall have a general maintenance access easement over this area to mow the grass and provide general maintenance in this area as part of its general maintenance duty or as requested by Owner but said encroachment shall be maintained, repaired and replaced, if necessary, by the Lot Owner; and
- f. Any other area as recommended by the ARC and approved by the Association's Board of Directors.

6. "Lot" shall mean any plot of land shown on any recorded subdivision or re-subdivision plat of the property. Lot shall not include the Common Area.

7. "Member" shall mean every person or entity that holds membership in the Association.

8. "Mortgage" shall mean a conventional mortgage.

9. "Mortgagee" shall mean a holder of a conventional mortgage.

10. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

11. "Subdivision" shall mean the property, the legal description of which is attached hereto as Exhibit A and such additional property as may be subjected to the provisions of this Declaration from time to time in accordance with Article VI.

## ARTICLE I. HOMEOWNERS ASSOCIATION

1.1 Organization. The Association shall be formed as an Illinois not-for-profit corporation pursuant to the provisions of Illinois Compiled Statutes, by the filing of its Articles of Incorporation with the Secretary of State of Illinois.

1.2 Membership. Every Owner of a Lot shall be a member of the Association and membership shall be appurtenant to and may not be separated from ownership of a Lot.

1.3 Voting Rights. The Association shall have two (2) classes of voting Membership:

Class "A". The Class "A" Members shall be Owners as defined herein, with the exception of the Developer and its successors and assigns, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". The Class "B" member(s) shall be the Developer and its successors and assigns and all shall be entitled to twenty-five (25) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" Membership on the happening of either of the following events, whichever occurs earlier;

- (a) December 31, 2040;
- (b) the date on which the Developer and all successor developers, if any, voluntarily relinquish their Class B membership as evidenced by written notices recorded in the Office of the Recorder of Deeds for Madison County, Illinois; or
- (c) the date on which the Developer or any successor developers no longer owns and Lot or Common Area

1.4 Administration of Subdivision. The administration of the Subdivision shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations as are duly adopted by the Association from time to time. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration, the Articles of Incorporation; the Bylaws, and such rules and regulations.

1.5 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a managing agent, subject to the following limitations:

- (a) Any such delegation shall be by written contract with a term of no longer than two (2) year in duration; and
- (b) Any such contract shall be terminable by either party without cause upon forty-five (45) days written notice without any termination charges or other penalties.

1.6 Rights of Developer. Notwithstanding the provisions of Section 1.3 of this Article, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Directors



selected solely by the Developer until such time as a special meeting of the Members is called by the Directors which shall be held within one hundred eighty (180) days after the Closing of the sale of all Lots in the Subdivision (including any additional phases) by the Developer, or until Developer waives such requirement by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur.

1.7 Common Area and Facilities. The Developer shall convey the Common Area, along with any structure, improvement, facility, fixture, equipment and/or furnishings located thereon to the Association. The cost for the maintenance, use, repair, replacement and operation of such Common Area and facilities shall be funded by the Association through annual assessments. Developer shall construct a clubhouse for use by the Association after twenty-five (25) Lots have been sold and construction of a dwelling has begun on each of the Lots, subject to the availability of sufficient funds for the construction, operation, maintenance and repair of such a facility. The clubhouse shall be not less than one thousand (1,000) square feet of useable space on the first floor.

## **ARTICLE II. MAINTENANCE OF COMMON AREA**

2.1 Common Area. The Common Area may include storm water detention or retention ponds, equipment, trees, landscaping, grass areas, irrigation systems and equipment, stream and drainage areas, signs identifying the subdivision; other improvements and if they are constructed, clubhouse, pool, playground area and walking paths and bridges.

2.2 Maintenance of the Common Area. The Association shall be responsible for the maintenance and control of the Common Area. The cost to the Association in performing its duties under this section shall be assessed against the Lots in the Subdivision as a General Expense in the manner set forth in Article III of this Declaration. The Association shall maintain the Common Area in such manner to allow storm water to accumulate in and/or discharge regularly from the storm water retention and detention facilities. The maintenance responsibilities of the Association shall include, but are not limited to, the following:

- (a) The Association shall be responsible for the removal of any debris and sediment in the storm water retention and detention facilities.
- (b) The Association shall be responsible for keeping any inflow and discharge pipes associated with any such facility free from obstruction.
- (c) The Association shall be responsible for routine mowing and maintenance of the grounds within the Common Area not covered with water.
- (d) The Association shall have the power and duty to keep the Common Area free from debris and obstructions, to remove any obstruction which may be placed in the Common Area and to take such other corrective action as may be necessary to permit proper drainage, retention, and detention of storm water through the Subdivision.
- (e) The Association shall be responsible for the maintenance of all improvements within the Common Area, including, but not limited to, storm water detention basins, irrigation systems (not part of any Lot) and equipment, trees, landscaping, grass, signs identifying the Subdivision, other improvements and if they are constructed clubhouse, pool, playground area and walking paths and bridges.

2.3 Owner's Easement of Enjoyment. Every Owner of a Lot shall have a non-exclusive easement of use and enjoyment in and to the Common Area. This easement for enjoyment shall be subject to any restrictions and limitations in this Declaration and the rules and regulations of the Association and

the right of the Association to suspend an Owner's right to use or enjoy such easement for any period and including the period of time during which the Owner or his guest/invitee is in violation of this Declaration of the rules and regulations of the Association.

2.4 Easement for Association Maintenance. The Association shall have an easement over, under, and through all Lots, Limited Common Area(s) and Common Area(s), for ingress and egress and to allow the Association to perform its general maintenance duties and any contracted duties (i.e. exterior maintenance, landscaping maintenance, snow removal, etc.) and other obligations and exercise its rights as set forth in this Declaration, by-laws and the rules and regulations of the Association.

2.5 Easement for Owner Lot Maintenance. There is hereby granted, reserved and created for the benefit of the Developer, the Association and any subsequent Owners of a Lot, an easement, along with the right of ingress and egress, to and upon the any adjoining portion of the Common Area for the purpose of construction, installing, reconstruction, repairing, maintaining, inspection or replacing roofs, balconies, patios, porches, stoops, sidewalks, walls, driveways, foundation, footings, water or sewer pipes, plumbing, electrical, HVAC and associated apparatus, utilities, retaining walls or other projections, appurtenances or fixture to any such dwelling in a reasonable manner. After completion of the work Owner, Developer or Association (whomever conducted the work) shall immediately repair, to its prior condition, any and all damage to the Common Area or the property of the Association cause by such work.

2.6 Inspection by Village. The Village shall have the permanent and irrevocable right and authority to inspect and monitor such Common Area as are developed under this plan. In the event that the facilities are not properly constructed or maintained, upon the failure of the Developer or the Association to take corrective action after being duly notified in writing, the Village shall have the right, but not the obligation to take whatever action is necessary to correct any improper construction, maintenance, or operational functions; provided, however, that the Developer and/or the Association shall first have a reasonable period of time, taking into account the urgency of the matter, to take corrective action. Any cost incurred by the Village for such maintenance may be assessed to the Association or if the Association has ceased to exist, against individual lots in accordance with Article III of this Declaration.

2.7 Regulations of Common Area. The Association shall have the right to establish rules regarding the use of any portion of the Common Area, provided such rules are not in conflict with any provision contained in this Declaration, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the Common Area for the purpose for which they were designed.

2.8 Nottingham Estates Subdivision Clubhouse Easement Area. Developer has platted a Twenty (20) foot ingress and egress and utility easement from the edge of the right of way of Talbot Court to certain property owned by the Nottingham Estates Homeowner's Association ("NEHOA"), as shown on the Subdivision Plat, for use by NEHOA, its members and guests/invitees. After the initial construction of the access drive by Developer, NEHOA shall be solely responsible for and shall keep the access drive in good repair, and maintain, repair and/or replace the access drive if necessary, at NEHOA's sole cost.

## ARTICLE III. ASSESSMENTS

3.1 Lien and Personal Obligation of Assessments. Developer hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (a) annual assessments, and (b) special assessments for maintenance and capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees incurred by the Association to collect such assessments shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due.

3.2 Purpose of Assessments. The assessments levied by the Association shall be to pay for the General Expenses incurred: (a) to promote the health, safety, and welfare of the residents in the Subdivision; (b) for the improvement and maintenance of the Common Area situated within the Subdivision; and (c) for such other purposes as may be determined by the Board of Directors of the Association.

3.3 Amount of Annual Assessment. The Board of Directors shall be empowered to levy, assess, and collect from the Owner of any Lot in the Subdivision, excepting those Lots owned by the Developer, an annual assessment (which shall initially be in the sum of Two Thousand Four Hundred (\$2,400.00) per year, to be paid in monthly installments (however annual or quarterly payments shall also be permitted by the Board of Directors). The amount of the annual assessment may be decreased or increased by the Board of Directors in such amounts as the Board of Directors determines to be necessary or desirable to meet the daily operational and maintenance requirements of the Association. Records reflecting the total amount of assessments collected by the Association, together with costs and expenses incurred by the Association, shall be made available for inspection by Members no less frequently than on a quarterly basis during ordinary business hours.

3.4 Special Assessments for Maintenance Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy special assessments for the purpose of defraying in whole or in part, the cost of any maintenance, construction, repair, or replacement of improvements on the Common Area, including fixtures and personal property related thereto, or the acquisition of any item of capital asset by the Association. Any such assessment must be approved by a majority of the Members present at the annual meeting or any special meeting called for that purpose.

3.5 Advancements by Developer. Developer recognizes that until a sufficient number of Lots are conveyed to Owners, the expenses of the Association to maintain the Common Area may be greater than the amount assessed. Developer, at its option, may advance funds to the Association in such amounts as are appropriate to pay the expenses of the Association. Upon the request of the Developer, such advances shall be recognized by the Board of Directors of the Association as a loan repayable at such time and in such installment amounts, together with simple interest at the rate of 2% over the Prime Rate of Interest as listed in the Wall Street Journal (or similar publication) on the date of the advancement. It being the Developer's intention to permit the Association to operate and maintain the Common Area for the benefit of all Members in the early phases of the Subdivision.

3.6 Commencement and Collection of Assessments. Assessments provided for herein shall commence upon the 1<sup>st</sup> day of the month following the date of issuance of an Occupancy Permit by

the Village for a Lot. At the closing of a sale of any Lot from the Developer to the Owner, a one-time payment of \$250.00 shall be due and payable to Developer to defray the Developer's initial common area maintenance expenses advanced after the time of recording of the plat for each phase of the Subdivision. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid and may cause to be recorded in the public records of Madison County, Illinois, a list of delinquent assessments.

3.7 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default; be charged a late payment charge as established by the Board of Directors and shall bear interest from the due date at the rate established from time to time by the Board of Directors of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments. The Owner shall also be responsible to pay all of the Association's costs of collections including attorneys' fees, court fees or collection commissions. Further the Board of Directors may suspend the Owner's and their guests/invitees right to use the Common Area and facilities.

3.8 Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage. A sale or transfer of any Lot shall not affect the assessment lien.

## **ARTICLE IV. INSURANCE**

4.1 Liability Insurance for Common Area. The Association shall maintain liability insurance for bodily injury, or death occurring on, in, about, or arising from the Common Area, including, but not limited to, storm water detention basins, irrigation systems and equipment, trees, landscaping, grass, signs identifying the Subdivision, other improvements and if they are constructed clubhouse, pool, playground area and walking paths and bridges. The dollar amount of such insurance protection shall be as determined by the Board of Directors.

4.2 Additional Insurance. The Board of Directors may obtain such other insurance as it deems necessary or appropriate in connection with the performance of the duties of the Association, including but not limited to, financial surety bonds and officers and directors insurance.

4.3 Insurance Costs To Be General Expenses. The cost of all such insurance shall be part of the General Expenses of the Association and shall be paid from annual assessments.

## **ARTICLE V. ARCHITECTURAL CONTROL**

5.1 Creation of Architectural Review Committee. The Board of Directors shall appoint a committee to be known as the Architectural Review Committee (the "ARC") or upon their failure to so appoint, shall themselves act as such ARC. The ARC (the "ARC") shall be composed of not less than three (3) and not more than five (5) members who shall serve at the pleasure of the Board of

Directors. Except as provided in section 5.2, regardless of the number of members of the ARC, at least two-thirds (2/3) of the members of the ARC shall be Owners of Lots in the Subdivision. The members of the ARC shall not be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

5.2 Developer Appointments. Notwithstanding the provisions in section 5.1, Developer reserves the right to appoint all of the initial and successor members of the ARC, none of whom need be an Owner of a Lot in the Subdivision, with the right to continue until Developer elects (by written instrument recorded in the Office of the Recorder of Madison County, Illinois) to terminate its control of the ARC. After Developer's control of the ARC has been terminated, the Board of Directors shall thereafter have the authority to appoint the members of the ARC.

5.3 ARC Approval.

- (a) No building, wall, structure, parking lot, driveway, patio, deck, drainage improvement, permanent advertising sign, permanent landscaping (including existing trees but excluding the removal of dead trees or foliage), grade of the real property, or any other improvement of any kind shall be changed, commenced, erected, or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors, and location of the same in adequate detail as required by the ARC shall have been submitted to in writing and approved in writing by the ARC as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of the construction or landscaping with other construction in the Subdivision and as to the relative value and quality of such improvements, landscaping additions, changes, alterations, or restorations. Approval by the ARC shall be arrived at by a simple majority vote of the members.
- (b) In the event the ARC shall fail to approve or disapprove any construction plan, improvement plan or landscape plan within thirty (30) days after the same shall have been submitted to it, then the approval will be deemed to have been denied. Any approval obtained, shall be null and void unless construction is commenced within one hundred eighty (180) days after the date of approval or date of original sale whichever occurs later.

5.4 Rules. The ARC may, subject to approval by the Board of Directors, establish rules consistent with the standards set forth on this Declaration to govern the construction of any improvements, landscaping, additions, or changes on Lots in the Subdivision.

5.5 Approval of ARC; How Evidenced. Whenever in this Article approval of the ARC is required, such approval shall be in writing.

5.6 Responsibility. Neither the ARC, the Association, the Developer, nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

5.7 Construction by Developer. Nothing in this Article shall be construed to require Developer to obtain approval of the ARC prior to undertaking the initial construction of any structure or dwelling unit on any of the Lots on the property or on any Expansion Property.

5.8 Grading of Lots by Developer. The Developer reserves the right and shall have the first option to perform all rough grading and all final grading in connection with any improvements constructed on any Lot in the Subdivision. No grading shall be performed on any Lot other than by the Developer without the express written consent of the Developer. All costs incurred by the Developer or the Developer's agents or contractors in connection with the grading of any Lot shall be paid by the Owner or Owners of such Lot and all such costs shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

## **ARTICLE VI. ADDITION OF ADDITIONAL PROPERTY**

6.1 Reservation of Right to Expand. The Developer hereby reserves the absolute right to unilaterally expand the Subdivision, from time-to-time, to include additional Lots, Common Area and other property in the Subdivision and other property that has not yet been subdivided ("Expansion Property"). The addition of Expansion Property shall be done by the Developer upon filing of one or more supplemental plats and declarations of record in the offices of the Recorder of Deeds for Madison County, Illinois. Expansion Property may be added in stages by successive supplements or in one supplemental expansion.

6.2 Declaration Operative to New Lots. The Expansion Property shall be subject to all of the terms and conditions of this Declaration and any amendment to the Declaration upon filing of an additional or amended plat depicting the Expansion Property and any supplemental declaration in the office of the Recorder of Deeds for Madison County, Illinois.

6.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 6, all definitions used in this Declaration and any amendment hereto shall be automatically expanded to include the Expansion Property.

6.4 Reservation of Right to Remove. The Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by supplemental declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

6.5 Reservation of Right to Amend Declaration. Developer or its successors and assigns, while it is a Class B shareholder, hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable, including those terms governing the maintenance and control of Common Area by the Association.

6.6 Consent and Approval for Expansion Property. Developer on its own behalf as the Owner of all Lots in the Subdivision and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such ownership, or

a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article VI and each Owner and the respective Mortgagees by the acceptance of a deed conveying such ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Developer their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that the Developer exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

## **ARTICLE VII. PROTECTIVE COVENANTS AND RESTRICTIONS**

7.1 Applicability of Zoning Regulations and Ordinances. Land use of all Lots is governed by the recorded Subdivision Plat(s), Zoning Regulations and other ordinances for the Village as presently enacted or hereafter amended. The Village regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of its obligation to comply with any applicable Village regulations and ordinances.

7.2 Residential Purposes. All Lots in the Subdivision shall be used exclusively for single family residential purposes. No business shall be conducted, or carried on, in or from any Lot or dwelling except: (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes, may be conducted from model homes or sales trailers and (b) with the approval of the ARC, conduct of a profession or home business which does not involve (i) employees working at the dwelling who are not permanently residing therein and (ii) customers regularly visiting the dwelling to conduct business including, without limitation, in-home babysitting (as defined in the current applicable daycare regulations) of no more than two (2) children (even if the City's regulations permit more) if the daycare provider obtains and submits to the ARC (A) affidavits signed by the Owners of all Residences on Lots adjoining (on both sides and the rear) the dwelling in which such use is proposed, consenting to such use and (B) copies of all City and State permits necessary therefor. Even if the foregoing are satisfied, the ARC may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, an in-home babysitting or daycare business exceeding or violating the foregoing requirements.

7.3 Lot Subdivision and Building Sites. None of the Lots shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest Lot platted in the Subdivision.

7.4 Building Setbacks. No building set-backs. All dwellings must be constructed within the Lot, expected as provided herein.

7.5 Flags. An Owner may not display more than two (2) flags on the exterior of a dwelling on a Lot at any time. If displaying 2 flags, (i) one of the flags shall be the American Flag or a Military Flag and (ii) the other may be some other flag of the Owner's choosing or the other flag described in (i). The Board of Directors may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board of Directors may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag and any other flag.

- (a) As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

7.6 Lot Maintenance.

- (a) All Lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. No portion of any part of the Lot nearest to any street shall be used for any other purpose than a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion for said Lot for walks, drives or approved landscaping. In order to implement effective control of this provision, there is reserved to the Association for itself and its agents, the right, but not the obligation, after ten (10) days' notice to any Lot Owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash or maintain the exterior of a dwelling, which in the opinion of the Association detracts from the overall beauty or safety of the Subdivision.
- (b) Entrance upon such property for such purposes shall not constitute a trespass. The Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage encumbering the Lot. The provisions of this section shall not be construed as an obligation on the part of the Association to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal services.

7.7 Garbage and Refuse Disposal. No Lot, Common Area or part of shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash must be kept in covered sanitary containers, provided that the contents of such trash containers are picked up or otherwise removed from the Lot no less than every few weeks. Trash containers shall be kept in a clean and sanitary condition and shall be stored in the garage of the dwelling except during the 24 hour period of municipal refuse collection.



7.8 Fuel Containers. Containers for storage of home heating oil or propane gas shall not be permitted.

7.9 Signs. All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions (which exceptions shall comply with Village code requirements):

- (a) Builder and contractor signs during construction periods.
- (b) One professional sign of not more than four square feet to advertise a Lot for sale during a sales period.
- (c) Developer's sign or signs advertising the Subdivision.

7.10 Utilities. All utilities shall be installed underground.

7.11 Landscaping. Prior to obtaining a Certificate of Occupancy for any residential structure, the Owner of each Lot shall lay sod within any public right of way within such Lot and from the edge of pavement to the rear of the Lot including the adjoining Common Area. The front and sides (to the rear building lines) of each Lot and the adjoin Common Area shall be fully laid with sod within sixty (60) days after completion of construction (during winter months the time period may be extended by the Board of Directors). Plans for all other landscaping must be submitted to the Association for approval within ninety (90) days after completion of construction. Although the Association shall have the authority to approve any landscaping plan submitted, it is suggested as a guideline that a minimum of two and one-half percent (2-1/2%) of the building construction cost be allocated for landscaping each building site. Landscaping includes seeding and planting of trees, shrubs, and ground covers, excluding rough grading work. Landscape work must be completed within six (6) months of occupancy.

7.12 Trees Prohibited in Utility Easement. No trees shall be planted between the street curb and sidewalks, and within the 10' utility easement immediately behind the right-of-way, which areas shall be dedicated for utility easement purposes.

7.13 Irrigation. Each Lot shall have and maintain at each Lot Owner's cost, an automatic irrigation system. All irrigation systems or the alteration of a system are to be submitted to and approved by ARC. All the irrigation systems shall overlap coverage of the Lots, Common Area and Right of Ways in the Subdivision. Controller devises are to be located in the garages. Lot Owners are responsible for the maintenance, cost of the water and the seasonal starting and stopping of the irrigation system.

7.14 Completion of Construction.

- (a) Construction of a residence dwelling on any building site shall be completed within two (2) years from the date of the original purchase from Developer, and completion of construction shall be within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any Lot in the Subdivision upon which the construction of the residential dwelling has not been completed within two (2) years from the date of the original purchase from Developer or within one year from the date of beginning of construction, whichever is earlier.

- (b) In the event the Developer elects to exercise the repurchase rights set forth in this Section, Developer shall obtain an appraisal of the Lot by a licensed appraiser and shall give written notice to the then Owner of record of the Lot of the appraised value of the Lot and of the Developer's intent to exercise its repurchase right. The repurchase price which the Developer shall pay for such Lot, in the event of such repurchase, shall be equal to the value of the Lot as appraised, less any costs or expenses incurred by the Developer in exercising or enforcing its repurchase right, including but not limited to, appraisal fees and attorney fees. Developer may also deduct from the repurchase price an amount equal to such sums as are necessary to satisfy any and all outstanding mortgages, mechanic's liens, tax liens, assessments or any other lien or encumbrance upon the Lot. The Owner shall transfer the Lot to Developer by warranty deed free and clear of any liens and encumbrances and, in the event that the Owner fails to voluntarily transfer such Lot, the Developer shall be entitled, in addition to any other remedy, to obtain a court order effecting the transfer of the Lot to the Developer and the Owner of such Lot shall be liable to the Developer for all costs, expenses, and attorney fees incurred in connection with such efforts.

7.15 Fences. No fences of any type are permitted on any Lot in the subdivision. However, underground pet "fences" may be allowed as approved by the ARC.

7.16 Drainage. Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

7.17 Storm Water Drainage Restriction. Storm water drainage restrictions shall run with the land and bind the Owners, successors and assigns unless and until a modification is agreed to and approved by the Village.

7.18 Sump Pump Effluent. No pump or piping device shall discharge sump pump effluent into a public right-of-way or into sanitary sewers. Sump pump effluent shall be discharged into drains as may be constructed or on to the Common Area in the Subdivision as approved by the Board of Directors.

7.19 Domestic Animals. Except as specifically permitted herein no animals, reptiles, primates, fish, fowl or insects of any kind shall be kept, raised, bred, maintained or boarded within or upon any part of the Subdivision. Notwithstanding the foregoing, each Lot shall be entitled to a maximum of no more than a total of three (3) dogs or cats and a reasonable number of other Household Pets (The term Household Pet(s) means generally recognized Household Pets such as dogs, cats, small tank fish, birds, rodents, and non-poisonous reptiles), so long as such pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Property Owners. The term "Household Pet" specifically excludes horses, cattle and other livestock which are not permitted to be kept on any Lot. All Owners or Occupants with Household Pets shall keep the animals restrained and controlled on that Owner's Lot at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. "Nuisance Pet" means any noisy animal, any vicious animal, or any animal which chews, tears, digs or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Subdivision. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing

upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person.

The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads, Lot(s) or Common Area necessitated by such pet.

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Lot Owners, or that a Lot Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. In the event that the Board of Directors shall determine that a pet has become a Nuisance Pet, a written notice of violation shall be personally delivered to the owner or custodian of the Nuisance Pet, and if the Nuisance Pet is not removed from the Properties within seventy-two (72) hours thereafter, the Board of Directors shall have the right to cause the nuisance pet to be removed and kenneled, at the sole expense of the Owner of the Property on which the nuisance pet is boarded, all without liability on the part of the Board of Directors. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner as a Specific Assessment.

7.20 Outbuildings and Structures. No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed utility building or other outbuilding or structure shall be constructed, located or placed on any Lot or Common Area at any time. Other detached structures such as children's playhouses, gazebos, permanent cooking and other grills or ovens may be constructed only with approval of the ARC obtained in advance of construction which shall approve the location and appearance of such structure and may require screening of such structure from view.

7.21 Sidewalks. Sidewalks required to be installed by the Village shall be installed by the Owner at Owner's expense. Developer reserves the right to establish plans and specifications for any such sidewalks, and the Owner shall comply with any such plans and specifications. For corner Lots, truncated dome handicapped ramps shall be installed as a part of the sidewalk by the Owner in accordance with Maryville specifications. The width of the sidewalks shall be determined in accordance with the final plat for the subdivision approved by the Village. If the Owner refuses or fails to install the sidewalks promptly upon demand by the Developer or by the Village, the Developer shall have the right to install the sidewalks, and Owner shall promptly reimburse Developer for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity.

7.22 Vehicles. Except as provided below, no boats or motor vehicles, including automobiles, trucks, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers and motorcycles, may be parked, stored or kept on any Lot except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile or pickup truck not larger than 3/4 tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing on the Lot may be parked in the driveway or at the curb but for no

more than twenty-four (24) consecutive hours and during no more than any portion of seven out of fourteen consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street. All vehicles that are not drivable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Lot, Common Area or at the curb for more than twenty-four (24) consecutive hours.

7.23 Parking. On-street parking on any street in the Subdivision shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours. The provisions of this Section are not intended to replace any applicable Village ordinance or regulation, which is more restrictive, and every Owner shall comply with all applicable Village ordinances and regulations.

7.24 Size of Residence. Each residential dwelling erected on any building site shall be constructed with not less than the following minimum square feet 1,800 square feet for each structure constructed on a Lot. The square footage shall exclude garage space, basement, decking, patios and unenclosed porches. The basement and first floor of all structures shall have ceiling heights of not less than nine (9) feet in all enclosed, heated, habitable space, unless approved by the ARC.

7.25 Construction Materials. The exterior walls of each residential structure erected on any building site shall be covered with brick, stone, wood, Hardy Board, Smartside or other approved products (excluding vinyl) in accordance with the following minimum percentages:

- (a) Front of House 100% Brick or masonry, except for upper gables, above porches or where structurally unreasonable, as approved by the ARC;
- (b) All houses shall have minimum front roof pitches of 10/12 and all roofs covered with 30 year architectural shingles.

The ARC shall review the proposed house design to assure that the minimum percentage of permissible construction materials is used as required herein. Lot Owners shall obtain written approval from the ARC and provided a copy of the approval to the Village, prior to the Village reviewing the construction plans. Any prospective builder, lot owner or agent, who submits plans to the Village without the required written approval of the ARC will not have their plan reviewed, until said approval letter is received by the Village.

7.26 Yard Sales. Owners and residents shall not hold more than two (2) garage / yard sales on their Lot during any calendar year.

7.27 Burning. The burning of any material outside of any dwelling on a Lot shall be prohibited.

7.28 Garage. All single family residences shall have a minimum two (2) car attached garage and no garage may be enclosed and used as a living area.

7.29 Solar Units. Roof mounted solar units may be permitted only upon approval of the ARC.

7.30 Antennas and Satellite Dishes. No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole or other unsightly projection shall be visible from the exterior of any Residence, including any such item attached to the dwelling or located in a yard. The

ARC may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter, or otherwise in size as permitted by applicable laws and regulations, subject to all conditions the ARC attaches to such approval, including the location and applicable screening of the dish, which conditions shall be in accordance with all applicable laws and regulations pertaining to such dishes. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

7.31 Playground Equipment. No playhouses, jungle gyms, swing sets or similar playground equipment that would be visible from a neighboring Lot shall be erected or installed on any Lot.

7.32 Swimming Pools. No swimming pools shall be permitted on the Lots in the Subdivision.

7.33 Mailboxes. All Lot Owners shall be required to install matching mailboxes, as selected by the Developer for installation at the time of completion of each dwelling and prior to occupancy. Cost of the mailbox, including installation is the expense of the Owner. If the mailbox must be replaced, the mailbox installed in its place shall be of the same type and design, and shall be purchase by the Lot Owner. The mailbox erected by the Lot Owner shall meet U.S. Postal Service specifications and applicable Village ordinance.

7.34 Driveways. All driveways shall be concrete and should extend from the garage door to the rear of the sidewalk and shall be approved by the ARC. The driveway approach shall be concrete pavement from the curb to the sidewalk and shall be constructed in accordance with Maryville specifications. No asphalt, rock or gravel driveways shall be permitted. Each Owner of a dwelling shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, such determination to be made in the sole discretion of the ARC.

7.35 Clothes Lines. The use of exterior clothes lines shall not be permitted in the Subdivision.

7.36 Basketball Goals, Nets; Awnings. No basketball goals, goal nets or awnings shall be permitted on any Lot.

7.37 Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on any Lot.

7.38 Repairs and Improvements. Each Owner shall, at Owner's cost and expense, repair his or her dwelling, keeping the same in a condition comparable to the condition of the dwellings at the time of its initial construction, normal wear and tear excepted. Any building materials not incorporated into any repair or improvements within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an Owner within six (6) months from the date of obtaining a Village permit (or approval by the ARC if no Village permit is required).

7.39 Wells Prohibited. No wells (including but not limited to landscaping wells) or individual water supply system shall be permitted to be drilled or installed on any Lot. Public water and sewer shall be used on every Lot.

7.40 Rental of Dwellings. No dwelling on a Lot within the Subdivision may be leased or occupied at any given time to or by a non-Owner, other than a parent, child or sibling ("Immediate Family") of an Owner. All lease agreements or occupancy arrangements with an Immediate Family member must be submitted to the Association within 30 days of the date the lease or occupancy arrangement and shall include the names of all the occupants and their relationship to the Owner. All occupancies of a dwelling on a Lot in the Subdivision must comply with the ordinances of the Village.

7.41 Alteration of Common Area Prohibited. No Lot Owner shall alter Common Area located within the Subdivision without prior written consent of the Village (as required) and the Board of Directors of the Association.

7.42 Village Maintenance. The Village shall have the right, but not the responsibility, to enter upon any Lot in this Subdivision to inspect and monitor any storm water detention basin areas or drainage facilities constructed in the Subdivision. In the event that the facilities are not properly constructed or maintained, upon the failure of the Developer or the Association to take correction action after being duly notified in writing by the Village, the Village shall have the right, but not the obligation to take whatever action is necessary to correct any improper construction or to maintain storm water detention basin areas and drainage facilities; provided, however, that the Developer and/or the Association shall first have a reasonable period of time; taking into account the urgency of the matter, to take corrective action. Any cost incurred by the Village for such maintenance may be assessed to the Association or, if the Association has ceased to exist, against individual lots in accordance with the Declaration. Storm water drainage restrictions shall run with the land, and shall bind the owners, successors, and assigns unless and until a modification is agreed to and approved by the Village.

7.43 Erosion Control. Each Owner shall, at Owner's sole cost and expense, follow and maintain control of erosion and sedimentation as required by the Maryville Subdivision Regulations and the IEPA in addition to the specific notes on the final plat for the Owner's Lot, including the installation of sod within public right-of-ways.

7.44 Exterior Lighting. All exterior lighting, including but not limited to directional lighting, shall be located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot or Association facility and shall be subject to approval by the ARC.

7.45 No Mining Activities. No portion of the Subdivision shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Section 7.46 may not, under any circumstances, be waived or amended by the ARC, the Board of Directors, the Owners or the Members.

7.46 No Hunting, Firearms or Archery Use Permitted. No hunting or use of any kind of air rifles, air pistols, firearms, bows, crossbows, arrows, bolts or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the Subdivision, including the Common Area.

7.47 Holiday Decorations. Owners may display religious, cultural and holiday decorations in and on their homes and Lots, subject to the Association's right to regulate the time, place and manner of displays that are visible from the public rights of way. Decorations, including lighting displays, are

permitted inside windows, on the exterior of homes, and on front yards provided; (a) they are customary for residential neighborhoods; (b) they are to scale or proportionate to the size and set back of the dwelling; (c) they do not create a noise or light disturbance for neighbors; (d) they are appropriate for the holiday; and (e) they are installed no earlier than 30 days before the holiday, and are removed within 14 days after the holiday.

7.48 Window Coverings. All window treatments within the dwelling that are visible from the right of way or another Lot must be maintained in good condition and must not detract from the appearance of the Lot or Subdivision. No window shall at any time be covered with aluminum foil, bed sheets, newspaper or any other lime materials. No reflective materials, tinting or coatings shall be installed or used on any dwelling with the prior written consent of the ARC.

## **ARTICLE VIII. EASEMENTS FOR UTILITIES**

8.1 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility are responsible.

## **ARTICLE IX. ENFORCEMENT**

9.1 Breach. In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Lot Owner or by any person or entity using or occupying any Lot, then Developer, the Association, or any Lot Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Developer, the Association, or any Lot Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

9.2 Cost of Enforcement. All costs, expenses, and attorney fees incurred by the Developer or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

9.3 Variances. The ARC or Board of Directors, as applicable, may (but shall not be obligated to) in extenuating circumstances, grant variances from the restrictions set forth in this Declaration and any amendments hereto or in the Bylaws if the ARC or Board of Directors, as applicable, determines in its sole discretion that: (i) a restriction would create an unreasonable hardship or burdened an Owner or their guest/invitee or a change of circumstances since the recordation of this Declaration or amendment has rendered such restriction obsolete, and (ii) the activity permitted under the variance will not have any

substantial adverse effect on the other Owners, Lots, Common Area or Subdivision and is consistent with the high quality of life intended for Owners. Notwithstanding the foregoing, the ARC or Board of Directors shall not grant variances permitting uses that (a) are not consistent with applicable law or (b) are not consistent the Subdivision and its continued development, without the approval by the by an affirmative vote 75% of the members of the Association . If any covenant or restriction is adjudged or deemed to be invalid or unenforceable as written by reason of any federal, state or local law, ordinance, rule or regulation, then a court or the Board of Directors, as applicable, may interpret, construe, rewrite or revise such covenant or restriction to the fullest extent allowed by law. So as to make such covenant or restriction not adjudged or deemed to be unenforceable.

## **ARTICLE X. LOT OWNER ACCEPTANCE**

10.1 Acceptance. The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to the Lot, or by the execution of a contract of the purchase of the Lot, whether from Developer or from a subsequent Owner of the Lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

## **ARTICLE XI. TERM AND MODIFICATION**

11.1 Amendment. This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Association. Thereafter, a sixty-seven (67) percent vote of the Lot Owners may amend this Declaration. Unless so amended this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

## **ARTICLE XII. SEVERABILITY**

12.1 Severability. Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.

12.2 Regulations. The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the Village.

## **ARTICLE XIII. ASSOCIATION ADDRESS**

13.1 Address. Until such time as Developer no longer controls the Association, all matters or plans required to be submitted to the Association for approval or review shall be addressed and delivered to:



The Villas of Nottingham  
Attn. Adam Keller, MGR  
22 Illini Dr.  
Glen Carbon, IL 62034  
618-656-0033

or to such other address as the Association shall subsequently designate by written instrument recorded in the office of the Recorder of Madison County, Illinois.

#### **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

14.1 Finality of Association and Developer Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Association and/or the Developer shall be final and in no event be deemed arbitrary or capricious.

14.2 Non-Liability. Neither the Developer nor the Association, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Association or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

14.3 Rules and Regulations. The Association may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of the Lots in the Subdivision, which shall be binding on the Owners of Lots in the same manner as this Declaration.

14.4 Rights of Developer. Nothing in this Declaration shall be understood or construed to prevent Developer or the employees, contractors, or subcontractors of Developer from:

- (a) Doing on any part or parts of the Subdivision property owned or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots within the Subdivision, of establishing the Subdivision as a residential community, or of disposing of the Lots;
- (b) Constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Developer or its representative; such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise;
- (c) Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of Subdivision Lots.

*[remainder of page blank]*

Executed this 21<sup>st</sup> day of October, 2016.


The Villas of Nottingham, LLC

By:   
Adam Keller, MGR

STATE OF ILLINOIS     )  
COUNTY OF MADISON ) SS:

Before me, a Notary Public in and for said county and state, personally appeared Adam Keller, Manager of The Villas of Nottingham, LLC, who acknowledged that he did sign the foregoing and that the same is his free act and the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21<sup>st</sup> day of October, 2016.

  
Notary Public

(Seal)



## EXHIBIT A

### Description of Property

Lots 1 – 26 and the Common Area as shown on the Villas of Nottingham Subdivision – Phase 1 Plat, recorded in Plat Book 66 at Page 99 as document 2016R35949 on October 11, 2016 in the Office of the Recorder for Madison County, Illinois.

Also described as a tract of land located in the Northeast Quarter of Section 3, Township 3 North, Range 8 West of the Third Principal Meridian, Village of Maryville, Madison County, Illinois, more particularly described as follows:

Commencing at southwest corner of Lot 43 in the First Addition To Nottingham Estates, a subdivision as recorded in Plat Cabinet 49, Page 158 of the Madison County records; thence along the south line of said First Addition To Nottingham Estates South 54 degrees 42 minutes 54 seconds East (assumed) 551.58 feet; thence departing said south line South 00 degrees 39 minutes 12 seconds West 479.86 feet to the Point of Beginning of the herein described tract; thence North 85 degrees 02 minutes 08 seconds East 225.04 feet to a westerly corner of Lot 19 in Nottingham Estates, a subdivision as recorded in Plat Cabinet 47, Page 173 of said Madison County records; thence along the westerly line of said Nottingham Estates the following courses and distances: South 33 degrees 42 minutes 01 second East 124.47 feet; South 59 degrees 13 minutes 39 seconds East 103.09 feet; South 68 degrees 03 minutes 54 seconds East 89.97 feet; South 65 degrees 36 minutes 58 seconds East 61.99 feet; South 08 degrees 25 minutes 23 seconds east 191.01 feet; South 05 degrees 03 minutes 46 seconds West 387.94 feet the north right of way line of Illinois Route 162 (variable width); thence along said right of way line South 88 degrees 56 minutes 15 seconds West 702.52 feet; thence departing said right of way line North 01 degree 03 minutes 45 seconds West 221.91 feet; thence North 09 degrees 08 minutes 17 seconds West 132.06 feet; thence North 43 degrees 44 minutes 11 seconds East 40.95 feet; thence North 04 degrees 42 minutes 34 seconds East 83.82 feet; thence North 17 degrees 16 minutes 04 seconds East 50.00 feet; thence North 12 degrees 12 minutes 59 seconds East 268.36 feet; thence North 85 degrees 02 minutes 08 seconds East 105.31 feet to the Point of Beginning, containing 511,068 square feet or 11.73 acres, more or less.

PPN's: 13-2-21-03-11-201-001, 13-2-21-03-11-201-002, 13-2-21-03-11-201-003, 13-2-21-03-11-201-004  
13-2-21-03-11-201-005, 13-2-21-03-11-201-006, 13-2-21-03-11-201-007, 13-2-21-03-11-201-008  
13-2-21-03-11-201-009, 13-2-21-03-11-201-010, 13-2-21-03-11-201-011, 13-2-21-03-11-201-012  
13-2-21-03-11-201-013, 13-2-21-03-11-201-014, 13-2-21-03-11-201-015, 13-2-21-03-11-201-016  
13-2-21-03-11-201-017, 13-2-21-03-11-201-018, 13-2-21-03-11-201-019, 13-2-21-03-11-201-020  
13-2-21-03-11-201-021, 13-2-21-03-11-201-022, 13-2-21-03-11-201-023, 13-2-21-03-11-201-024  
13-2-21-03-11-201-025, 13-2-21-03-11-201-026 & 13-2-21-03-11-201-027