

Schreiber Farms
Covenants & Restrictions
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KNOW ALL MEN BY THESE PRESENTS,

That Whereas, Schreiber Farms L.L.C. an Illinois Limited Liability Corporation is the owner of the described real estate, to wit;

Lots Numbered 1 through 88, inclusive called the Subdivision of Schreiber Farms.

Exhibit A;

In Consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants. Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, or portion thereof, for use and sale, subject to the following covenants, conditions, restrictions, and do declare that no lot or lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.

These covenants and restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until August 1, 2015, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the owners of at least 67% of the lots, it is agreed to change said Covenants and Restrictions in whole or in part; until the last Lot in the Subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to August 1, 2015, or thereafter, by approving vote of all of the owners of at least 67% of the Lots, which shall be effective upon recording of said rescission or amendment, together, with an affidavit certifying said vote by the secretary of the Homeowners Association hereinafter established, in the Recorder's Office of Madison County, Illinois.

If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and power 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 and 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. The owner of each lot shall construct a sidewalk(s) on such lot, when and as required by the city of Bethalto, at such lot owner's expense. If any lot owner fails to so complete said sidewalk(s), and deliver a letter from the City of Bethalto approving said sidewalk(s) within 60 days of demand, then the Homeowners Association may complete said sidewalk(s) and bill the cost thereof to said lot owners; if not paid within 30 days, a lien may be filed which will then attach to said Lot in the same manner as Section 12 below.

3. BUILDING LOCATION. No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the Subdivision. No structure shall be located closer than 8 feet from any side lot line, or closer than 30 feet from any rear lot line. **All buildings must have the front elevation of the house set towards Gabrielle Circle or Garrettford Dr.** However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots thereafter be considered on "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

4. PLAN AND SPECIFICATION. An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned "Schreiber Farms L.L.C." (herein called the "Architectural Control Committee"). The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

A. Floor Plans;

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- B. Front, sides, and rear elevations;
- C. Exterior Materials and Color selections;
- D. Name of General contractor or Construction Company;
- E. Plot Plan showing front, side, and rear set back lines, driveways, parking areas, and location of all structures on the Lot;
- F. Landscaping Plan
- G. Grading Plan

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial member of the Architectural Control Committee shall hold office until all Lots in the subdivision are sold. In case of the death, dissolution or resignation of said initial member while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Control Committee until all the lots in the subdivision are sold. Commencing with the sale of the last of Lots in the Subdivision, the Homeowners Association herein below described shall elect the three members of the Architectural Control Committee. At the first meeting two members of the Architectural Control Committee shall be elected for 1 year terms, and one member shall be elected for a 2 year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for 2 year terms, to replace the member or members 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, until a successor is elected.

5. DWELLING SIZE AND MISCELLANEOUS. No one-story dwelling shall be permitted, on any Lot, which has less than 1400 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one and one half-story or two-story dwelling shall be permitted, on any Lot, which has less than 1800 square feet of such floor space, with at least 900 square feet of such space on the first floor (any clerestory square footage may be

counted as both first-floor and the second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

No temporary or permanent antenna or antennae will be allowed to be mounted on the Ground or upon any structure upon any lot, and all such antennae will be located inside the house except no exterior satellite dishes shall be permitted unless fully concealed so they are not visible from any street or any other Lot, and unless prior written approval of the Architectural Control Committee has been obtained.

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, basketball courts, playground equipment or similar devices shall not be located at any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting the side of the dwelling structure. No above ground pools shall be permitted. 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.

No Noxious or offensive trade or activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence.

Each Lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pick-up and panel trucks. No campers, trucks, mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.

A paved area shall be provided by the owner of each Lot suitable for the parking of a least four (4) automobiles, which area shall include the interior space of the garage and a maximum of 500 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will

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be allowed only upon prior written approval of the Architectural Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete or brick.

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

No structure of any kind shall be allowed on any Lot, except for the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clothes lines shall be allowed.

The home which may be erected on a Lot shall be constructed of good quality, new materials suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering on any building. No A-Frame design, modular or mobile homes, or underground homes are allowed. The Architectural Control Committee may approve "front split-foyer" designs which otherwise meet these restrictions. The front exterior wall surface of all homes shall be constructed of Brick veneer or stone over at least 85% of the area (excluding windows and doors). The balance of the exterior walls shall be Hardy Board Cement board siding or vinyl siding or a combination thereof approved by the Architectural Control Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffitt, under-eave, overhang and porch areas.

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.

All roofs shall be covered with 220 lb. shingles or better. Shingles shall have an architectural appearance and no 3 tab shingles allowed.

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

Garden plots shall be allowed in the rear yard of each lot, not along any street, and at no other place, but shall be located at least 20 feet from any lot line.

No wall, fences or fencing of any kind shall be allowed in the front yard of any lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over 5 feet in height shall be allowed on any Lot, nor shall any wall, fence

or fencing be located closer than one foot to any lot line. All walls, fences and fencing shall be wood, resin, or professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence or fencing shall be permitted. All walls, fences, 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 after 60 days notice, such walls, fences, and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot owner. If such bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 12 below.

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

All yard lights and mailboxes, and the locations thereof, shall be approved in advance by the Architectural Control Committee, and of the design and construction approved for the first dwelling in the Subdivision.

6. LIVESTOCK & PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any kind will be permitted outside the dwelling, in exterior kennels or houses, or otherwise. No animals of any kind may be kept, bred or maintained for commercial purpose.

7. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY. During the construction, maintenance, or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any 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.

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. Landscaping shall be completed within 45 days (or as soon as weather permits) of substantial completion of the dwelling house.

The burning of any material outside of any dwelling house shall be prohibited, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the Village of Bethalto.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any lot or parcel of land in the Subdivision alter

the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from public right-of-way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspout run-off shall be directed towards storm sewers whenever possible.

8. OIL AND MINING OPERATION. No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

9. GARAGE 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 dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

10. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except on a sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and Sales of the Lots and "houses for sale", 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 of utilities and drainage facilities are reserved, as shown on the abovementioned 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 owners for maintenance of street and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the subdivision for the use of the Lot owners, and for other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by the Covenants and Restrictions, or established by the Homeowners Association. Annual Assessments shall be established by majority vote of the Lot owners, each Lot having one vote to cast in the aggregate

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or in fractions as agreed by and between the owners of that Lot, at the first meeting of the Homeowners Association after January 1 of each calendar year. Special Assessments shall be established as determined by the Homeowners Association. Any unpaid assessment against a Lot shall be the personal obligation of each owner of the Lot at that time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire.

Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowner's Association, of the amount or payment status of any such assessment of lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the lot or lots, except for dues and assessments becoming due after such time as the lender and holder of said mortgage shall become the owner of said lot or lots. The annual dues shall be \$100.00 per finished residence.

13. HOMEOWNERS ASSOCIATION. After all Lots in Subdivision have been sold by the undersigned, the "Schreiber Farms Homeowners Association" shall be established as a not for profit corporation, at numerous places in the document called the "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance monuments and improvements, easements, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association and accepted by the Homeowners Association, which shall then have all duty and responsibility for maintenance and replacement thereof. The owners of each Lot shall collectively own one share of the Homeowners Association. The Homeowners Association shall from time to time adopt By-laws for its constitution, operation 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 herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the By-laws adopted by the Homeowners Association.

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