

COVENANTS AND RESTRICTIONS

FOR "VICKSBURG COMMONS" SUBDIVISION

4444 2254

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, VICKSBURG DEVELOPMENT, INC., an Illinois Corporation, is the Owner of the following described real estate, to wit:

Lots numbered 1 thru 50, inclusive, in "Vicksburg Commons," a subdivision in the North one-half of Section 24, Township 4 North, Range 8 West of the Third Principal Meridian, City of Edwardsville, Madison County, Illinois, except coal and minerals underlying with the right to mine and remove same, hereinafter called the "subdivision;" and

Whereas, Vicksburg Development, Inc. is also the Owner of Lots 51 – 213 in "Vicksburg Commons," a subdivision located and described as set forth above; and

Whereas, Lots 1 – 50, inclusive, in Vicksburg Commons are being developed by the Owner as "Phase I" of said subdivision; and

Whereas, Lots 51 – 213, inclusive, in Vicksburg Commons will hereafter be developed by the Owner in one or more further phases; and

Whereas, Lots in the said development phases of Vicksburg are expected to be substantially similar in nature, character and usage, are contiguous to one another, and should be governed by the same Covenants and Restrictions and under the direction and authority of the same Homeowners Association;

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid Lots 1 – 50, inclusive, to the following covenants, conditions, and restrictions, and, notwithstanding any other provisions hereof, do further subject and bind Lots 51 – 213, inclusive, to the said covenants, conditions, and restrictions upon commencement of development of Phase II or later phases of Vicksburg Commons, and do hold each and every Lot above described, and portion thereof, for use and sale, subject to the following covenants, conditions, and restrictions and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until March 1, 2021 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 percent 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 March 1, 2021 or thereafter, by approving vote of all of the Owners of at least 67 percent 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 Homeowner's Association hereinbelow established in the Recorder's office of Madison County Illinois. If the parties hereto, or any of

them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding 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 attorney's fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any Lot other than on detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage.

3. SIDEWALKS. The Owner of each Lot shall construct a sidewalk (or sidewalks), on such Lot, when and as required by the City of Edwardsville, at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks), and deliver a letter from the City of Edwardsville approving said sidewalk (or sidewalks) within 60 days of demand, then the Homeowner's Association may complete said sidewalk (or sidewalks) 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 20 below.

The City of Edwardsville requires that all sidewalks be maintained in accordance with the City of Edwardsville's then current subdivision control ordinance by, and at the cost of, the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided, the City may make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. The City of Edwardsville shall have the power and authority to maintain an action to foreclose upon said lien.

Within 36 months of approval and acceptance of responsibility by the City of Edwardsville for maintenance of streets and utilities within a development phase of the subdivision, Vicksburg Development, Inc. shall commence installation of sidewalks on any Lots then owned by it within such development stage, and such installation shall be completed within 12 months of commencement.

4. BUILDING LOCATION. No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than thirty (30) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of 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.

5. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned Vicksburg Development, Inc. (Hereinafter called the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- 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 setback lines, driveways, parking areas, and location of all structures on the Lot;
- F. Landscaping plan;

The Architectural 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 the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed 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 members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of 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 Committee until all Lots in the Subdivision are sold. Commencing with the sale of the last Lot in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowner's 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.

6. DWELLING SIZE AND MISCELLANEOUS. No one-story dwelling shall be permitted, on any Lot, which has less than 1650 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 the 2050 square feet of such floor space, with at least 1050 square feet of such space on the first level, (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No above ground pools will be permitted. Basketball goals will be allowed, provided they are freestanding of the residential structure. Type and style of basketball courts must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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

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

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

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

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

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 Committee.

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 City of Edwardsville.

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.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** 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. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish type, style and location must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. **GARAGE REQUIREMENTS.** 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.

A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways, and turnarounds shall be portland cement concrete or block.

Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.

9. **BRICK REQUIREMENTS.** 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 buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural

Committee may approve "front split foyer" design which otherwise meet these restrictions. The front exterior wall surface (or surfaces) of all homes shall be constructed of brick or brick veneer or stone over at least fifty percent (50%) of the area (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished masonite type siding, aluminum siding, vinyl siding or a combination thereof approved by the Architectural Committee. All exterior portion of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under eave, overhang and porch areas.

10. FENCE REQUIREMENTS.

A. Drainage Easements: No wall, fencing, structure, impediment or other obstruction of any kind shall be allowed within or upon any part of the easements for drainage shown on the plat of The Vicksburg Commons Subdivision. In the event of a violation of the provision, the Homeowners Association or the Architectural Control Committee thereof may, upon 3 days' written notice to the Lot Owner of the property on which such obstruction is situated, remove such obstruction and bill all costs therefore to the Lot Owner. If said bill remains unpaid for more than 30 days, a lien may be attached and filed against said Lot in the manner provided for in Section 20 hereof.

Any wall, fence or fencing constructed or erected within or upon any type of easement other than drainage easement shall comply with the provisions of Section 10 (B) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

B. Other Fence Construction: No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fence, or fencing over 5 feet in height shall be allowed on any Lot (without permission of the Architectural Control Committee), 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, vinyl coated, 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 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

11. SHINGLE REQUIREMENTS. All roofs shall be covered with HEAVYWEIGHT (LAMINATED) ARCHITECTURAL GRADE SHINGLES OR BETTER. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. NO 3 TAB SHINGLES ARE PERMITTED. All roofs must have a MINIMUM OF A 6/12 PITCH.

12. MAILBOXES AND FRONT YARD LIGHTS All Lot Owners will be required to install MATCHING MAILBOXES which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the Lot Owner.

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

14. SOD, GRASS AND LANDSCAPING REQUIREMENTS. Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the back building line of the dwelling unit will be landscaped with grass sod. The balance of the yard must be seed and straw. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

~~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 90 days (or as soon as weather permits) of substantial completion of the dwelling house.~~

15. 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 clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

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 City of Edwardsville.

~~All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto adjoining property or public right of way. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lots or lot.~~

16. OIL AND MINING OPERATIONS. No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil 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.

17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

18. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision.

19. 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.

20. ASSESSMENTS. Annual dues will be set and assessed and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, detention basins, drainage and entrance improvements, any amenities in the Subdivision for the use of Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot, at the first meeting of the Homeowners Association. Any unpaid assessments against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not 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 Homeowners Association, of the amount or payment status of any such lien.

Vicksburg Development, Inc., shall be entitled to cast one vote for each lot that it owns in the subdivision.

21. HOMEOWNERS ASSOCIATION. By March 1, 2002, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of The Vicksburg Development, Inc. The Homeowners Association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Vicksburg Commons Homeowners Association, (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, boulevards, easements, common areas, and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2007. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. 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 bylaws adopted by the Homeowners Association.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the City of Edwardsville shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowner Association or both.

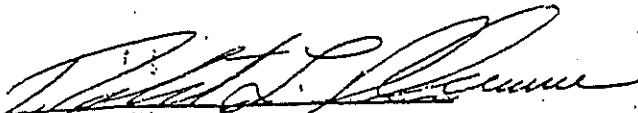
The initial homeowners association dues will be \$100.00 per lot per year. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 of each year. Vicksburg Development, Inc., may be assessed annually no more than \$50.00 per finished unsold lot it owns.

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

IN WITNESS WHEREOF the undersigned have set their hands this 26th day of

July 2001

VICKSBURG DEVELOPMENT, INC.

By: 
Robert L. Plummer,
President/Secretary

STATE OF ILLINOIS

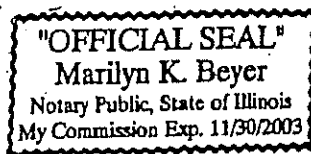
COUNTY OF MADISON

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT

ROBERT L. PLUMMER,

personally known to me to be the President/Secretary of the Corporation which signed the foregoing document, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 26th day of July, 2001.




Marilyn K. Beyer
Notary Public

Prepared By & (Return To):

Ronald D. Lowery
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025