

STATE OF ILLINOIS
ST. CLAIR COUNTY

04 MAR 22 AM 2:32

Michel T. Battista
RECORDER

Keleher Development Company, Inc
1916 Keleher Plaza
Suite B
Belleville, IL 62221

Sunset Ridge Estates
City OF Belleville, Illinois
PROTECTIVE COVENANTS

PART A. PREAMBLE

WHEREAS, a real estate subdivision know as 'Sunset Ridge Estates,' Part of U.S. Survey 389, part of the West Half (1/2) of the Southwest Quarter (1/4) of Section Six (6), Township One (1) South, Range Seven (7) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois and THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the makers of this indenture, Keleher Development Company, Inc. has taken title to the premises comprising the subdivision know as "Sunset Ridge Estates" with the right to convey on said premises or part of parts thereof; and,

WHEREAS, Keleher Development Company, Inc., desire to impose on the said premises certain easements, conditions, restriction, reservations and limitations.

NOW THEREFOR, in consideration of mutual advantages to accrue to owners of the said premises comprising the said subdivision at the time of recording in the Recorder's Office aforesaid, as well as to the future owners of said premises, there is hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations and limitation, which are hereby made a part of the plat of "Sunset Ridge Estates," to wit:

PART B. AREA OF APPLICATION

B.1 FULLY PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part C in their entirety shall apply to all lots in this subdivision.

28495

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23.60

PART C. RESTRICTIONS**C.1 LAND USE AND BUILDING TYPES:**

No lot shall be used except for residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for swimming pools, greenhouses, etc. and **MUST BE** approved by the Architectural Control Committee. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed three stories in height and a private garage for not more than three automobiles, **EXCEPT** when approved by the Architectural Control Committee.

C.2 DWELLING QUALITY AND SIZE:

All ranch or one story homes require a minimum square footage of 1800 square feet. All split-level and/or one and one-half (1 ½) story homes require a minimum total square footage of 2100 square feet with the first floor being equal or greater to 1500 square feet. All Two story homes require a minimum total square footage of 2400 square feet with the first floor being equal or greater than 1200 square feet. All of the aforementioned square footage restrictions are minimums and shall be exclusive of screened porches, garages, basements, storage rooms and unfinished areas. The Architectural Control Committee reserves the right to specify the square footage requirement if the majority of homes constructed in subdivision are above the minimum requirement.

No flat roofs and a minimum roof pitch of 6/12 shall be required, **EXCEPT** when approved by the Architectural Control Committee. All asphalt shingles (or equivalent) shall be of the architectural type.

The front and both side exterior walls of all residences shall be covered at least 50% by brick and/or stone, **EXCEPT** when approved by the Architectural Control Committee. Residences with walkout basements or daylight basements (walkout basements and daylight basements to be defined by Keleher Development Co.) shall have their side of residence brick requirement decided on a case by case basis. All exposed concrete greater than 2 feet in vertical measurement on the outside of the house shall be covered with a finish material, i.e., brick, siding, etc., not just paint.

C.3 GARAGES

All lots shall have at least a two (2) car garage with a minimum size of twenty-two (22) feet by twenty-two (22) feet that allows for two (2) vehicles to access and park in the garage at the same time. All two (2) car garages on lots with at least one hundred (100) feet of street frontage must be a side or rear entry garage; which means the garage doors shall not face the street which is in front of the house. All three (3) car garages, or more, shall be reviewed on a case by case basis. Final placement and direction of all garages shall be determined by the Architectural Control Committee.

C.4 ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the

Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Part D.

C.5 BUILDING LOCATION:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, EXCEPT when Variance is granted by the Zoning Board of the City of Belleville. No building shall be located on any lot except as outlined in Subdivision Control Ordinance of the City of Belleville.

C. 6 EASEMENTS:

Easements for the installation and maintenance of utilities and drainage facilities are reserved as known on the recorded plat. No fences will be permitted on drainage easements and all easements shall be maintained by the lot owner.

C. 7 NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Parking of automobiles and pickup trucks must be on driveways, except for the period required for loading or unloading such vehicles, such time not to exceed twenty-four (24) consecutive hours, and shall not be permitted anywhere else on any lot other than on the driveway. No boats, trailers, recreational vehicles, or trucks of one (1) ton or more shall be parked on the streets, driveways, or yards of any lot in the subdivision and must be kept in an enclosed garage.

Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle. Any vehicle used for storage or not regularly, at least several times a week, used for transportation of a person residing full time in the residence on the property is prohibited, unless parked in a completely enclosed garage.

No antennas or satellite dishes (greater than 18" in diameter) for transmission or reception of television signals or and other form of electromagnetic radiation shall be erected, used or maintained outdoors within view of neighboring lots or the subdivision or the streets in the subdivision, whether attached to a building or structure, free standing or otherwise. Satellite dishes with a diameter of 18" or less shall be erected on the rear of the house and must not be visible from the fronting street.

C.8 TEMPORARY STRUCTURES:

No structures of temporary character, mobile home, trailer, basements, tents, shacks, garages, barns, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. All construction must be completed within one year.

At no time shall a dog house or dog run be erected on any lot that is not enclosed by a solid wood fence.

No clothes lines (temporary or permanent) shall be erected on any lot.

The provisions of this paragraph shall not apply to temporary construction shelters, trailers or facilities maintained during and used exclusively in connection with the construction of any work or improvement on the property approved by the Architectural Control Committee.

C.9 OIL AND MINING OPERATION:

No oil drilling, oil development operation, oil refining, quarrying or mining operations, of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

C.10 PETS, LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No doghouses, dog runs or outside animal facilities will be allowed unless they are enclosed by a wood fence.

C.11 GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash and other waste (tin cans, etc.) must be kept in a closed type of container as designated by the Architectural Control Committee and arrangements made that it be disposed of at least once a week. All incinerators or other equipment or storage or disposal of such material shall be kept in a clean and sanitary condition, and kept as inconspicuously as possible, except on regular trash pick-up days.

C.12 PAVED DRIVEWAYS:

All driveways must be constructed of Portland Concrete, Cement or Bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be twelve feet.

C.13 SWIMMING POOLS:

All swimming pools must be "in-ground" pools and approved by the Architectural Control Committee. Any pool must be circumvented by a wooden fence. Pool equipment shall be enclosed by a fence and screened from the view of adjacent property owners.

C.14 LANDSCAPING:

Within 9 months of initial occupancy, the home owner must have completed the landscaping of the front of the house. ONE FLOWERING TREE shall be planted in the front portion of each lot. Generally, all lots shall have sodded front yards and seed/straw placed on the side and rear yards. The placement and boundaries of the sod as a minimum will be decided by the Architectural Control Committee on a lot by lot basis. Retaining walls shall be comprised of materials approved by the Architectural Control Committee. Exposed poured concrete or metal retaining walls will not

be permitted.

C.15 MOBILE HOME, MOTOR HOME, CAMPERS, BOATS, TRAILERS, ETC.:

No mobile homes, motor homes, campers, boats, trailers, or other type of commercial vehicles shall be parked on or around home site except in garages.

C.16 FENCES:

All fences must be made of either "decay resistant" wood (i.e. redwood, cedar, etc., but not chemically treated wood) or prefinished black/white aluminum/steel and must be maintained in good condition. A fence shall be defined as a structure intended to prevent intrusion or escape or to mark a boundary and shall include garbage enclosures. No fence shall exceed six feet (6') in height above the ground. No fence may be erected, placed or altered on any lot nearer to any property line than 5 feet without expressed written consent from the appropriate adjoining land owner to allow access to their property for the sole purpose of maintaining the fence and the ground around it. No fence may be erected nearer to any street fronting the house than ten (10) feet behind the front corners of the house. On lots with two (2) sides abutting a street, a fence placed on the side yard abutting one (1) or more city streets shall be set back a minimum of twenty (20) feet from the property line. All fences shall be located in accordance with any pertaining ordinances by the City of Belleville.

C.17 ACCESSORY BUILDINGS:

The Architectural Control Committee shall approve any type of accessory building. All buildings shall have an exterior finish consistent with the exterior of the house on the lot.

C.18 MAILBOXES:

Mailboxes and house address plaques shall be limited to the style, quality and color originally provided and as approved by the Architectural Control Committee.

C.19 BASKETBALL AND SOCCER GOALS

Basketball goals may be erected on any lot provided that they are located in the side yards or backyard. Basketball goals may not be closer to the street than the front corner of the house. Soccer goals must be kept in the backyard.

C.20 SIGNS

No sign of any kind shall be displayed to the public eye on any lot except on a sign of not more than five (5) square feet advertising the property for sale or rent; or (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the property during construction and sale period. Nothing in this restriction shall be construed to prohibit Keleher Development Company, Inc or its assignee from erecting any sign or signs advertising the sale of lots and/or buildings, signs advertising the name of the contractor or subcontractor of the building on the lot, or signs or warning of a safety hazard. In addition, professionally prepared signs of not more than one (1) square foot that give notice of

neighborhood watch program participation may be erected with the subject lot owner or owner's permission. In the event any part or portion of this paragraph (C.19 SIGNS) is declared void or unenforceable, the rest and remainder shall continue in effect and shall be construed so as, to the extent allowed by law, affect the purpose of this paragraph.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D.1 ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee shall be Keleher Development Company, Inc, until such time that Keleher Development Company, Inc shall resign its position or divest itself of all ownership in any Property located within the initial phase, or any subsequent phases, of Sunset Ridge Estates. The Committee may designate a representative to act for it. Upon Keleher Development Company, Inc.'s resignation or divestiture, a new Committee shall be established and elected by a two-thirds (2/3) vote of the current property owners with each lot owner having one (1) vote. At that time, the then recorded powers of two-thirds (2/3) of the lot owners shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of the power or duties. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Keleher Development Company, Inc, or its assignee, may amend these Restrictive Covenants as in its sole discretion may be deemed appropriate.

D.2 PROCEDURE:

A request for the Architectural Control Committee's approval or disapproval as required shall be in writing. In the event the Committee, or its designated representative(s) fails to approve or disapprove request within thirty (30) days after plans and specifications have been submitted to it, the request will be deemed denied. Any approval is subject to compliance of other restrictions required herein. If plans are not submitted prior to construction, the committee has a right to stop construction if discrepancies are found until such time as the discrepancies are resolved.

PART E. GENERAL PROVISIONS

E.1 TERMS:

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by written instrument signed by either the maker of this Indenture, if said maker is still a property owner subject to these Covenants, or by not by less than two-thirds (2/3) of the then lot owners agreeing to change said covenants in whole or in part.

E.2 ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant either to restrain violation or to recover damages. Each and every grantee by accepting any conveyance or interest in any of said lots, or any part thereof, thereby finds himself or herself, and all heirs, assigns, successors, and legal

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STATE OF ILLINOIS
ST. CLAIR COUNTY
BELLEVILLE IL 62220

07 JUL 31 PM 1:28

Michael T. Coatta

RECORDER

Keleher Development Company, Inc
1916 Keleher Plaza
Suite B
Belleville, IL 62221

Sunset Ridge Estates 1st Addition
City OF Belleville, Illinois
PROTECTIVE COVENANTS

33-
PART A. PREAMBLE

WHEREAS, a real estate subdivision know as 'Sunset Ridge Estates 1st Addition,' Part of the West Half (1/2) of the Southeast Quarter (1/4) of Section Six (6), Township One (1) South, Range Seven (7) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois and THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the makers of this indenture, Keleher Development Company, Inc. has taken title to the premises comprising the subdivision know as "Sunset Ridge Estates 1st Addition" with the right to convey on said premises or part of parts thereof; and,

WHEREAS, Keleher Development Company, Inc., desire to impose on the said premises certain easements, conditions, restriction, reservations and limitations.

NOW THEREFOR, in consideration of mutual advantages to accrue to owners of the said premises comprising the said subdivision at the time of recording in the Recorder's Office aforesaid, as well as to the future owners of said premises, there is hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations and limitation, which are hereby made a part of the plat of "Sunset Ridge Estates 1st Addition," to wit:

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

7

PART B. AREA OF APPLICATION

B.1 FULLY PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part C in their entirety shall apply to all lots in this subdivision.

PART C. RESTRICTIONS

C.1 LAND USE AND BUILDING TYPES:

No lot shall be used except for residential purposes. No private business, business office, or advertisements for business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for swimming pools, greenhouses, etc. and **MUST BE** approved by the Architectural Control Committee. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed three stories in height and a private garage for not more than three automobiles, **EXCEPT** when approved by the Architectural Control Committee.

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C.3 GARAGES

All lots shall have at least a two (2) car garage with a minimum size of twenty-two (22) feet by twenty-two (22) feet that allows for two (2) vehicles to access and park in the garage at the same time. All two (2) car garages on lots with at least one hundred (100) feet of street frontage must be a side or rear entry garage; which means the garage doors shall not face the street which is in

front of the house. All three (3) car garages, or more, shall be reviewed on a case by case basis. Final placement and direction of all garages shall be determined by the Architectural Control Committee.

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Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle. Any vehicle used for storage or not regularly, at least several times a week, used for transportation of a person residing full time in the residence on the property is prohibited, unless parked in a completely enclosed garage.

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No clothes lines (temporary or permanent) shall be erected on any lot.

The provisions of this paragraph shall not apply to temporary construction shelters, trailers or facilities maintained during and used exclusively in connection with the construction of any work or improvement on the property approved by the Architectural Control Committee.

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No oil drilling, oil development operation, oil refining, quarrying or mining operations, of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

C.10 PETS, LIVESTOCK AND POULTRY:

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All swimming pools must be "in-ground" pools and approved by the Architectural Control Committee. Any pool must be circumvented by a wooden fence. Pool equipment shall be enclosed by a fence and screened from the view of adjacent property owners.

C.14 LANDSCAPING:

Within 9 months of initial occupancy, the home owner must have completed the landscaping of the front of the house. ONE FLOWERING TREE shall be planted in the front portion of each lot. Generally, all lots shall have sodded front yards and seed/straw placed on the side and rear yards. The placement and boundaries of the sod as a minimum will be decided by the Architectural Control Committee on a lot by lot basis. Retaining walls shall be comprised of materials approved by the Architectural Control Committee. Exposed poured concrete or metal retaining walls will not be permitted.

C.15 MOBILE HOME, MOTOR HOME, CAMPERS, BOATS, TRAILERS, ETC.:

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C.16 FENCES:

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No sign of any kind shall be displayed to the public eye on any lot except on a sign of not more than five (5) square feet advertising the property for sale or rent; or (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the

property during construction and sale period. Nothing in this restriction shall be construed to prohibit Keleher Development Company, Inc or its assignee from erecting any sign or signs advertising the sale of lots and/or buildings, signs advertising the name of the contractor or subcontractor of the building on the lot, or signs or warning of a safety hazard. In addition, professionally prepared signs of not more than one (1) square foot that give notice of neighborhood watch program participation may be erected with the subject lot owner or owner's permission. In the event any part or portion of this paragraph (C.19 SIGNS) is declared void or unenforceable, the rest and remainder shall continue in effect and shall be construed so as, to the extent allowed by law, affect the purpose of this paragraph.

PART D. ARCHITECTURAL CONTROL COMMITTEE

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The Architectural Control Committee shall be Keleher Development Company, Inc, until such time that Keleher Development Company, Inc shall resign its position or divest itself of all ownership in any Property located within the initial phase, or any subsequent phases, of Sunset Ridge Estates. The Committee may designate a representative to act for it. Upon Keleher Development Company, Inc.'s resignation or divestiture, a new Committee shall be established and elected by a two-thirds (2/3) vote of the current property owners with each lot owner having one (1) vote. At that time, the then recorded powers of two-thirds (2/3) of the lot owners shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of the power or duties. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Keleher Development Company, Inc, or its assignee, may amend these Restrictive Covenants as in its sole discretion may be deemed appropriate.

D.2 PROCEDURE:

A request for the Architectural Control Committee's approval or disapproval as required shall be in writing. In the event the Committee, or its designated representative(s) fails to approve or disapprove request within thirty (30) days after plans and specifications have been submitted to it, the request will be deemed denied. Any approval is subject to compliance of other restrictions required herein. If plans are not submitted prior to construction, the committee has a right to stop construction if discrepancies are found until such time as the discrepancies are resolved.

PART E. GENERAL PROVISIONS

E.1 TERMS:

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by written instrument signed by either the maker of this Indenture, if said maker is still a property owner subject to these Covenants, or by not by less than two-thirds (2/3) of the then lot owners agreeing to change said covenants in whole or in part.

E.2 ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant either to restrain violation or to recover damages. Each and every grantee by accepting any conveyance or interest in any of said lots, or any part thereof, thereby finds himself or herself, and all heirs, assigns, successors, and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this indenture, or failure to observe thereof, or failure of compliance therewith, but not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more owners of said lots, or any part thereof, to the offending owner or owners, or person or persons, in possession thereof, it shall be lawful in order that such violations be parts thereof, to institute and prosecute any proceedings at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance as aforesaid, including the owner or owners, of the lands comprising this Subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this indenture as against any person, or persons, who may hereafter own or control any one or more of said lots, or any part or parts, thereof, which the maker of this indenture shall not at any time own or fully control. Violators to pay all legal costs for enforcement. Due to the difficulty in establishing actual damages, minimum damages shall be no less than twenty-five dollars (\$25.00) per day violation that exists beyond date of written notice.

E.3 SEVERABILITY:

Invalidation of any one of these covenants by a judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

E.4 EXCEPTIONS:

The developers of the "Sunset Ridge Estates 1st Addition" may designate for use any house constructed on any lot in this subdivision for an office and/or display house during the development of this subdivision.

R. Kenneth Keleher 7/31/07
R. KENNETH KELEHER DATE
Keleher Development Company, Inc

HOMEOWNER DATE

HOMEOWNER DATE

