

COVENANTS AND RESTRICTIONS
FOR
CANADIAN CROSSING SUBDIVISION

Recorded
AUG. 03, 2006 AT 11:47AM
MICHELE A ZIPPAY
MACOUPIN COUNTY RECORDER
CARLINVILLE, IL
Fee Amount: \$59.00

KNOW ALL MEN BY THESE PRESENT: That Whereas Dave Garde (hereinafter referred to, as the "Developer" is the owner and Developer of the following described real estate To Wit:

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 bid the aforesaid real estate to the following covenants, conditions and restrictions, and do declare that no lot or lots above described, or portion thereof, shall be sold, sued or conveyed by them, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyance or not, to-wit:

1. **TIME PERIOD, ENFORCEMENT AND AMENDMENT OF**

RESTRICTIONS: These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them. The Developer shall have the power and authority to amend these Covenants and Restrictions for the benefit of the said Subdivision. The decision as to whether or not an amendment should be made shall be in the sole discretion of the Developer, or its designee or successors and assigns, and nothing herein shall be construed as to render the Developer, or its designee or successors and assigns liable to any person, including any Lot owner, for any such amendment and the Developer shall not be subject to suit because of or arising from any such amendment. For purposes of these Covenants and Restrictions, if the Developer, or any of his officers, agents, employees or any person having a beneficial ownership interest in the Developer shall reside in a dwelling upon any Lot in the said Subdivision will abide by these same restrictions. These restrictions will pass to the next owner when a Lot shall be considered to have been sold, conveyed or otherwise transferred and no longer owned by the Developer, or its designee or its successors and assigns.

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 to hereby given, to any other person or persons owning any of the above described real property, or for the Homeowners Association, without further

authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequently from such violation, together with expenses, court costs, and attorneys' fees uncured in such proceedings.

The Developer, or the designee or its successors and assigns shall be, shall at all times be a person who has the power and authority 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 consequently from such violation, together with expenses, court costs, and attorneys' fees incurred in such proceedings, PROVIDED HOWEVER, that nothing herein shall require the Developer, or its owners or between a Lot owner and a Third Party; Developer, its designee and successors and assigns are expressly not a necessary party to any action to enforce these Covenants and Restrictions or to prevent a violation thereof. 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 provisions shall remain in full force and effect.

2. **DUES:** Each party, heir, successors, and personal representatives shall pay, once the single family dwelling home has been erected the said amount of \$125.00 per year which will run with the land of the said subdivision. This amount per household will cover all lawn maintenance (cutting, quarterly fertilizer, watering etc.) of the main entrance, entrance/exit lane and playground. Chemicals and maintenance of the waterfall. Electricity for the subdivision clock. Maintenance and any future equipment for the playground and/or any future trees, plants, landscaping etc. that will be added once the developer has finished the above said subdivision.

Each Villa party, heir, successors, and personal representatives shall pay once the villa has been erected or occupied shall pay \$1,200 per year for the "Maintenance free" portion of each villa. This amount includes the \$125.00 for the subdivision yearly dues and is not in addition too. This amount per household will cover all lawn maintenance (cutting, quarterly fertilizer, trimming and blowing on a weekly basis). Snow removal when needed, gutters cleaned when needed, and exterior windows washed on a monthly basis when weather permitting.

These fees will be collected in the Month of March of each calendar year and put into an account of "Canadian Crossing Subdivision Homeowners Association" in which no amount of money will be withdrawn without the proper paperwork, bill, or invoice for the materials and work done within the said subdivision.

The stated Restrictions and Covenants have been recorded in the Recorder's office of Macoupin County Illinois. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that home at the time of assessment, jointly and severally, and shall result in a lien against that Lot or stated dwelling until the monetary funds have been paid in full.

3. **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 single-family dwelling, not to exceed two stories in height, excluding the basement, plus an attached two or three car garage with concrete driveway. No single car garages allowed. All driveways are to be poured cement from garage door to sidewalk. The end of the driveway is to be 4 inches above the curb, so that sidewalks can be poured to match the top of drive.

No Lot, Villa or single-family dwelling shall be rented or leased by the developer, heir, successor, representative, or any other owner or any kind to a third party will be permitted under any circumstances. Each single-family dwelling, villa, or Lot shall be the primary residence of the above said owner and can only be transferred through an actual purchase.

4. **BUILDING LOCATION:** No building shall be located on any Lot nearer than 25 feet to the front property line, or be located nearer than 10 feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 30 feet to the rear Lot line. For purposes of these Covenants and Restrictions, eaves, steps and open porches shall not be considered to be a part of the building provided, however, that this should not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot. It is the responsibility of the builder and homeowner that all building and structures shall meet all requirements of the building codes, ordinances, and regulations of the City of Staunton.
5. **PLANS AND SPECIFICATIONS:** Plans and specifications for each and every dwelling to be constructed, showing location of the dwelling and the Lot, Landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior walls and roof surfaces and all other construction details and materials which are the subject of these Covenants and Restrictions, must be submitted to the Developer for written approval, before construction is started. Plans and specifications for any additional improvements to any dwelling or Lot, subsequent to completion of original construction of said dwelling shall likewise be submitted to the Architectural Control Committee and shall include the same information required for original construction.

The Developer of "CANADIAN CROSSING SUBDIVISION", or its designee, is hereby appointed the initial member of the Architectural Control Committee. The Architectural Control Committee shall have absolute

discretion in the approval or disapproval of any structure, and of the improvement, modification, rehabilitation or replacement of any existing dwelling in the Subdivision pursuant to these Covenants and Restrictions.

The Architectural Control Committee and any member thereof shall not be liable to any person for any decision it may make, or any vote such member may cast, in the approval or disapproval of any structure, and of the improvement, modification, rehabilitation or replacement of any existing dwelling, not shall they be subjected to suit for any such action, except in the case of willful or deliberate misconduct.

6. **DWELLING SIZE AND MISCELLANEOUS:** No one-story dwelling shall be permitted on any Lot which has less than 1600 square feet of liable 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 1900 square feet of such floor space. The character and design of garages must conform to the character and design of the dwelling structure. Lots 10-34 shall be full brick front, except cantilevers and bays. Lots 35-39 (lake view lots) are to be 100% brick or 90% brick and 10% stone combo. All dwellings will contain basements where feasible. Where basements are not feasible, the dwellings will be built over crawlspace and not slabs according to generally accepted construction practice. A concrete engraved address plate must be positioned in a well-seen area in the front of the home within the brick front to conform to uniformity of all address plates within the said subdivision.
7. **CONSTRUCTION OF RESIDENCES:** All homes must be completed within one year after the date construction thereof commences. All Lots must be completely landscaped within one year after the house is completed. If the home is not completed within one year after construction commences, the Developer shall have the option of completing the house according to the Plans and Specifications submitted and assessing the Lot, in the manner provided herein for the Lot assessments for subdivision improvements, for the cost thereof, or of demanding, by written notice, a reconveyance of the Lot to the Developer, in which case the Developer will tender to the Lot owner the original price of the Lot.

If Landscaping is not completed within one year after completion of the house, the Developer shall have the right to complete the landscaping according to the Plans and Specifications submitted and to assess the Lot, in the manner provided herein for Lot assessments for subdivision improvements, for the cost thereof. Any assessments under this provision shall become a lien in favor of the Developer immediately upon his recording a written notice of it with the Macoupin County Recorder of Deeds. Nothing in this provision shall require the Developer to complete any such

construction or landscaping or to repurchase any such Lot; the remedies herein provided rest solely with the Developer and are available to it at its sole option. Any other Lot owner may sue a Lot owner who fails to comply with this provision for injunctive relief and/or damages; the Developer shall not be a party to any such action and nothing herein shall obligate the Developer in any way or make the Developer liable for any failure of any Lot owner to comply with the provisions hereof.

8. **SET BACK:** Front of home is to be 35 feet from outside of curb or 25 feet from property line. The top of the basement wall or crawlspace wall is to be 30 inches above the center of the street, at the center of the lot. All homes are to have solid wood exterior walls and covered with some type of house wrap. Vinyl or steel siding shall be allowed. No wood siding is allowed.
9. **LANDSCAPING:** There is to be at least \$1,500 worth of landscaping to be completed one year after the construction of the home has been completed or before. All yards are to be 100% sod; no seed or straw of any kind is permitted.
10. **ROOF SHEETING:** All roof sheeting is to be 5/8 plywood or O.S.B. can be T.G. or square cut. A 15-pound felt is to be used before the architectural shingles are applied. Only 30,40, or 50-year architectural shingles shall be permitted upon any residence or building on any lot.
11. **PLUMBING:** All water lines are to be copper, vents and drains can be plastic. A 1-inch line or blue water line is to be used from the meter to the house. The line is to be supplied by the developer. The developer will also supply the 6-inch sewer line. Material only on both.
12. **MAINTENANCE OF PROPERTY:** All recreational apparatus must be placed in the back yard. Recreational apparatus, including swing sets, in-ground swimming pools, basketball courts, satellite dishes, playground equipment or similar devices shall not be located at any point toward the front Lot line, past a line drawn parallel with and intersecting the back of the dwelling structure. **NO ABOVE GROUND POOLS SHALL BE PERMITTED.** The Architectural Control committee shall have absolute discretion 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 any 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 extended period of time of more than one day.

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 semi's, campers, boats, trucks, mobile equipment, disabled vehicles, motor homes, or recreational vehicles will be permitted to be stored at the dwelling, except in the garage on any Lot in the Subdivision.

Each Lot shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure. 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 the dwelling or garage, with the exception of neatly stacked firewood for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, no lawn buildings, detached garages or storage sheds will be allowed.

All homes will tap on to the City of Staunton, Illinois sanitary sewer system.

No businesses of any kind shall be permitted in the Subdivision, except any such home occupation as is permitted under ordinances of the City of Staunton, Illinois.

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

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 cleanup 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. Villa owners are excluded in this rule since it is included in the yearly dues.

The burning of any material outside any dwelling house including trash, leaves, or any yard material is not permitted.

13. **FENCING:** No wall, fences, or fencing of any kind shall be allowed in the front yard of any Lot. No wall, fences, or fencing over 6 feet in height shall be allowed on any Lot. All walls, fences, and fencing must begin at the back of the home and must be end/completed on the adjoining end of the home. All walls, fences, and fencing shall be vinyl, aluminum, or wrought iron construction only. No wood, chain link, wire, or 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 such walls, fences, and fencing will be removed at the expense of the Lot owner.
14. **LIVESTOCK AND PETS:** No animals of any kind may be kept, bred or maintained for any commercial purpose. No animal residences are allowed outside of the owner's home. No cages, pins, houses, or chaining of any material of any kind will be permitted.
15. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.
16. **GARAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or yard waste. Trash, rubbish, garbage, and yard waste shall not be kept except in sanitary containers located inside the garage of a dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.
17. **YARD SIGNS:** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than 6 square feet advertising the property for sale or yard/garage sale. Signs used by a builder to advertise the property during the construction and sale of lots and residences or signs used by the undersigned to identify the Subdivision.
18. **EASEMENTS:** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities including retention basins are reserved, as shown on the above-mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.