

# Autumn Glen Subdivision Covenants and Restrictions

Revised - September 1999

COVENANTS AND RESTRICTIONS  
FOR AUTUMN GLEN SUBDIVISION  
REVISION—SEPTEMBER 1999

KNOW ALL MEN BY THESE PRESENTS, which whereas, Autumn Glen Partnership, an Illinois partnership, is the owner of the following described real estate, to wit:

Lots Numbered 1 through 48, inclusive, all in Autumn Glen, a Subdivision in the Southeast Quarter of Section 27, Township 4 North, Range 8 West of the Third Principal Meridian, Village of Glen Carbon, Madison County, Illinois, hereinafter called the "Subdivision".

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 real estate 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 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 December 31, 2007, at which time said Covenants and Restrictions shall automatically be extended for successive period of 10 years, unless by a vote of all of the owners of at least 51% of the lots, it is agreed to change said Covenants and Restrictions in whole or in part. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to December 31, 2007, or thereafter, by approving vote of all of the owners of at least 67% of the Lots, which shall be effective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, 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 of authority is hereby given, to 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 consequentially from such violation, together with expenses, court costs and attorneys' 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, 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.

3. BUILDING LOCATION. No building shall be located on any Lot nearer than 25 feet to the front (Street) property line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior Lot nearer than 35 feet to the rear lot line. For purposes for these Covenants and Restrictions, caves, 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. All buildings and structures shall meet all requirements of the building codes, ordinances and regulations of the Village of Glen Carbon.

4. DWELLINGS AND MISCELLANEOUS. No one-story dwelling shall be permitted, on any Lot which has less than 1200 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 1600 square feet of such floor space, with at least 800 square feet of such space on the first floor. 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, basketball courts, 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 front dwelling structure. No above ground pools will be permitted.

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 longer than a 24 hour 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 (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage, except during periods of construction on the Lot.

Any accessory parking will be restricted to operable automobiles, and such parking space will be provided in the rear yard of the Lot, or the side yard of the Lot, if the garage and accessory parking and turnaround are in the side yard.

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

Any and all mechanical work or vehicle maintenance exceeding a 24-hour period will be performed in the garage of each residence.

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 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, garbage cans or visible clothes lines 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.

No business of any kind shall be permitted in the Subdivision, except any such home occupation as is permitted under the ordinances of the Village of Glen Carbon.

No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot. No wall, fences or fencing over 5 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction and be compatible with the natural surroundings, subject to the conditions herein below set out for materials. No chain link, wire or metal wall, fence or fencing shall be permitted: except that professionally constructed wrought iron fences may be approved. All walls, fences and fencing 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.

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

The undersigned, and the Autumn Glen Homeowners' Association, shall have the right, but not the obligation, to install amenities in the Subdivision, including, but not limited to, tennis, badminton, volleyball, racquetball and handball courts.

5. LIVESTOCK AND PETS: No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on an Lot, except dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose.

6. 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 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.

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

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operation 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 be erected, maintained or permitted on any Lot.

8. GARBAGE AND REFUSE DISPOSAL No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish, garbage or other wastes, 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.

9. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, 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.

10. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities 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 structure shall be removed at the owner's expense.

11. 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 of or for the use of the Lot owners, and for any other duties, powers and responsibilities of the Autumn Glen Homeowners' Association, (AGHA). The AGHA and their successors in office are authorized to make uniform annual assessments in amount not to exceed seventy-five dollars (\$75.00) per Lot in each calendar year upon and against each Lot, for the purpose of carrying out any and all of the general duties and powers of the AGHA hereunder and for the further purpose of enabling the AGHA to defend and enforce restrictions adequately. Special assessments shall be established as determined by the AGHA. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of the 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, IL; 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 AGHA, of the amount or payment status of any such lien.

12. HOMEOWNERS' ASSOCIATION. After 51% of the total Lots in the Subdivision have been sold by the undersigned, the Autumn Glen Homeowners' Association shall be established as a not-for-profit corporation, herein called the Homeowners' Association', which shall be vested with all the 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 improvements, assessments, and Subdivision appurtenances shall be conveyed by the undersigned to the AGHA. The owners of each Lot shall collectively own one share in the AGHA. The AGHA shall from time to time adopt by-laws for its constitution, operation and deliberations in conformity with these Covenants and Restrictions. It shall be the duty of AGHA to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise conducting any and all meetings of the AGHA except as not out herein or in the by-laws adopted by the AGHA Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

The AGHA officers are authorized to act through a representative provided; that all acts of the officers shall be agreed upon by at least a majority of said officers, No officer shall be held personally for his wrongful acts, and no officers shall be held responsible for the wrongful acts of others. No officers shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the officers, collectively or individually. The officers shall not be entitled for any compensation or fee for services performed pursuant to this Indenture.

13. VARIANCE TO COVENANTS AND RESTRICTIONS. Plans and specifications for each dwelling to be constructed, showing location of the dwelling on 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, shall be submitted to the AGHA Board for written approval before construction is started. A written approval will be issued upon receipt of the consent of all affected homeowners (as defined by the Village of Glen Carbon Building and Zoning Dept.) and the AGHA Board.

If approval is denied, the homeowner may appeal the denial. The appeal process will require that the homeowner obtain the written approval of at least 67% of the Autumn Glen residents. If written approval is obtained by 67% or more of the homeowners, the written approvals shall then be submitted to the board for final approval. Written approvals must be obtained from at least 67% of the homeowners, if not, the appeal is denied.