

OAK VIEW ESTATES FIRST ADDITION TO THE VILLAGE OF COAL VALLEY, ILLINOIS
RESTRICTIVE AND PROTECTIVE COVENANTS

ARTICLE I - PROPERTY SUBJECT TO COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT I, BEVERLY BEALER, OWNER OF THE LAND SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE ACCOMPANYING CERTIFICATE OF THE SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CAUSED SAID SURVEY TO BE MADE AND ACKNOWLEDGE THE SAID PLAT AS CORRECT, AND DO HEREBY ADOPT AND ACCEPT THE SAME AND CAUSE IT TO BE KNOWN AS OAK VIEW ESTATES FIRST ADDITION. OWNER DOES HEREBY DEDICATE ALL STREETS AND AVENUES DESIGNATED ON SAID PLAT TO THE PUBLIC USE FOREVER.

ARTICLE II • COVENANTS IMPOSED

THE FOLLOWING RESTRICTIVE COVENANTS ARE IMPRESSED UPON THE LANDS OF SAID SUBDIVISION, AND THE FOLLOWING RESTRICTIVE COVENANTS SHALL BE BINDING UPON ALL SUBSEQUENT OWNERS AND PURCHASERS, THEIR HEIRS OR ASSIGNS, OF THE LOTS IN SAID SUBDIVISION.

THE PURPOSE OF THESE COVENANTS IS TO INSURE PROPER USE AND APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF THE ADDITION; TO PROTECT THE OWNERS OF PROPERTY THEREIN AGAINST SUCH IMPROPER USE OF SURROUNDING LOTS AS MAY DEPRECIATE THE VALUE OF THEIR PROPERTY; TO GUARD AGAINST THE ERECTION THEREON OF BUILDINGS BUILT OF IMPROPER OR UNSUITABLE MATERIALS; TO INSURE ADEQUATE AND REASONABLE DEVELOPMENT OF SAID PROPERTY; TO ENCOURAGE THE ERECTION OF ATTRACTIVE IMPROVEMENTS THEREON, WITH APPROPRIATE LOCATIONS THEREOF; TO PREVENT HAPHAZARD AND INHARMONIOUS IMPROVEMENT; TO SECURE AND MAINTAIN PROPER SETBACKS FROM STREETS, AND ADEQUATE FREE SPACES BETWEEN STRUCTURES; AND IN GENERAL, TO PROVIDE ADEQUATELY FOR THE HIGHEST TYPE AND QUALITY OF IMPROVEMENT IN THE ADDITION.

ARTICLE III - BUILDING RESTRICTIONS

A. QUALITY, LAND USE AND BUILDING TYPE.

IT IS THE INTENT OF THESE COVENANTS TO ASSURE THAT ALL DWELLINGS SHALL BE OF A SUBSTANTIAL QUALITY, DESIGN, WORKMANSHIP, AND MATERIALS. ALL DWELLINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE COVENANTS AND THE APPLICABLE MUNICIPAL ORDINANCES.

1. ALL LOTS IN THIS SUBDIVISION SHALL BE FOR SINGLE FAMILY USE. NO LOT AS PLATTED, SHALL BE SUBDIVIDED SO AS TO PERMIT THE ERECTION OF MORE THAN ONE DWELLING, BUT NOTHING HEREIN CONTAINED SHALL PREVENT THE USE OF ONE LOT AND UP TO A PORTION OF ONE ADJOINING LOT FOR THE ERECTION OF ONE RESIDENTIAL DWELLING.

2. NO BUILDING OR PORTION THEREOF, EXCEPT TERRACES AND OPEN PORCHES, SHALL BE LOCATED NEARER THE FRONT LINE OF ANY LOT, NOR NEARER ANY SIDE STREET LINE

THAN SHOWN BY THE BUILDING LINE ESTABLISHED BY THE PLAT.

3. NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED WITHOUT THE PARTY DESIRING TO BUILD PRESENTING TO BEVERLY BEALER, HEREINAFTER REFERRED TO AS "DEVELOPER", A COMPLETE SET OF PLANS AND SPECIFICATIONS AND GRADE LINE ELEVATIONS FOR SAID STRUCTURE, AND SHALL HAVE THE APPROVAL OF SAID DEVELOPER BEFORE ANY CONSTRUCTION SHALL BE COMMENCED.

4. ALL LOTS IN SAID OAK VIEW ESTATES FIRST ADDITION, WHICH ARE ADJACENT TO OAKWOOD COUNTRY CLUB SHALL HAVE NO FENCING OF ANY MATERIAL ANYWHERE ON SAID LOTS.

5. ANY STRUCTURES, BUILDINGS OR OTHER IMPROVEMENTS TO BE CONSTRUCTED ON ANY OF THE LOTS OF OAK VIEW ESTATES FIRST ADDITION, WHICH ARE ADJACENT TO THE GOLF COURSE SHALL BE CONSTRUCTED WITH BRICK AND/OR OTHER MATERIALS OF EARTHTONE COLORS.

6. NO SWIMMING POOL SHALL BE CONSTRUCTED OR BUILT ON ANY OF THE LOTS OF OAK VIEW ESTATES FIRST ADDITION WITHOUT FIRST RECEIVING THE WRITTEN CONSENT AND PERMISSION OF THE HENRY COUNTY HEALTH DEPARTMENT.

7. ALL SURPLUS SOIL, ROCK OR DIRT TO BE REMOVED FROM ANY LOT SHALL BE REMOVED AND DEPOSITED UNDER THE DIRECTION OF THE DEVELOPER TO A PLACE IN SAID SUBDIVISION TO BE DETERMINED BY HER.

8. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE DEVELOPER SHALL HAVE THE RIGHT TO GRADE ANY OF SAID LOTS TO CONFORM TO THE GRADE OF THE STREET WHERE THERE IS A CUT OR A FILL, AND TO REMOVE THE SOIL, ROCK OR DIRT TO ANY OTHER LOT IN SAID SUBDIVISION THAT SHE SHALL SEE FIT.

9. NO OWNER OF ANY LOT IN SAID SUBDIVISION SHALL AT ANY TIME, CHANGE THE GRADE OR SLOPE OF THE DRAINAGE AND UTILITY EASEMENTS AS LAID OUT AND DEVELOPED WITHOUT THE CONSENT OF THE DEVELOPER AND THE VILLAGE OF COAL VALLEY, ILLINOIS.

10. TIME FOR COMPLETION - UPON COMMENCEMENT OF CONSTRUCTION OF ANY DWELLING ON ANY LOT IN THE ADDITION, SAID DWELLING MUST BE COMPLETED WITHIN TWELVE (12) MONTHS OF THE COMMENCEMENT OF CONSTRUCTION, PROVIDED, HOWEVER, THAT IF CONSTRUCTION IS DELAYED BY REASON OF STRIKES, ACTS OF GOD, FIRE OR OTHER CAUSES BEYOND THE CONTROL OF THE OWNER OR BUILDER OF SAID DWELLING, THEN THE CONSTRUCTION PERIOD SHALL BE EXTENDED FOR SUCH ADDITIONAL PERIOD OF TIME THAT IT WAS DELAYED BY REASON OF SUCH CAUSES TO COMPLETE THE CONSTRUCTION OF SAID DWELLING. EXTENSIONS FOR ANY OTHER REASON SHALL BE REVIEWED AND APPROVED IN WRITING BY THE DEVELOPER.

11. YARD AREA - THE FRONT AND SIDE YARDS OF ANY COMPLETED DWELLING MUST BE SODDED OR SEEDED IMMEDIATELY UPON THE COMPLETION OF CONSTRUCTION (AS WEATHER PERMITS).

12. THE OWNER OF EACH LOT SHALL IMPLEMENT AND MAINTAIN SOIL EROSION AND SEDIMENTATION CONTROL MEASURES DURING AND AFTER CONSTRUCTION AS SET FORTH IN THE EROSION CONTROL PLAN FOR OAK VIEW ESTATES FIRST ADDITION PREPARED BY THE DEVELOPER AND APPROVED BY THE VILLAGE OF COAL VALLEY.

13. UPON THE SALE OF TEN (10) LOTS OR MORE IN OAK VIEW ESTATES FIRST ADDITION, A NOT-FOR-PROFIT HOMEOWNER'S ASSOCIATION ENTITLED "OAK VIEW ESTATES FIRST HOMEOWNER'S ASSOCIATION" SHALL BE FORMED AS AN ILLINOIS NOT-FOR-PROFIT CORPORATION WHOSE MEMBERS SHALL CONSIST OF ALL THE HOMEOWNER'S IN OAK VIEW ESTATES FIRST ADDITION. SAID ASSOCIATION SHALL BE FOR THE PURPOSE OF MAINTAINING ALL OF THE LANDSCAPING, SHRUBBERY, GROWTH, TREES, PLANTS, TIMBER, ETC. FOUND AND LOCATED ON THE LOTS IN OAK VIEW ESTATES FIRST ADDITION WHICH REMAIN UNSOLD FROM TIME TO TIME. THE ASSOCIATION SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE MAINTENANCE OF SAID PROPERTY AS AFOREMENTIONED. THE HOMEOWNER'S ASSOCIATION SHALL CONTINUE TO EXIST AND SHALL CONTINUE TO BE RESPONSIBLE FOR THE MAINTENANCE OF SAID PROPERTY UNTIL SUCH TIME AS EACH AND EVERY LOT IN OAK VIEW ESTATES FIRST ADDITION IS SOLD. AT SAID TIME, THE ASSOCIATION SHALL CEASE TO EXIST AND SHALL TERMINATE UNLESS A TWO-THIRDS (2/3) MAJORITY OF THE MEMBERS OF THE ASSOCIATION SHALL BE IN FAVOR OF CONTINUING TO EXIST.

THAT INCORPORATED BY REFERENCE INTO THESE RESTRICTIVE AND PROTECTIVE COVENANTS OF OAK VIEW ESTATES FIRST ADDITION TO THE VILLAGE OF COAL VALLEY, ILLINOIS ARE THE BY-LAWS OF OAK VIEW ESTATES FIRST HOMEOWNER'S ASSOCIATION.

14. SIDEWALKS, WHERE REQUIRED, SHALL BE CONSTRUCTED AT THE TIME A STRUCTURE IS CONSTRUCTED OR AT THE DIRECTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF COAL VALLEY.

15. PRESERVATION OF NATURAL HABITAT - ALL EXISTING TREES, BUSHES, AND SHRUBS SHALL BE PROTECTED AND PRESERVED IN THEIR NATIVE STATE AS MUCH AS POSSIBLE, EXCEPT AS THE SAME MAY INTERFERE WITH THE DWELLING AREA. EACH LOT OWNER SHALL MAKE EVERY EFFORT TO PRESERVE ALL ORNAMENTAL SHADE TREES THROUGHOUT THE ADDITION.

16. HOUSEKEEPING - THE OWNER OF A LOT SHALL REQUIRE ALL CONTRACTORS AND SUBCONTRACTORS TO KEEP AND MAINTAIN HIS LOT IN A CLEAN AND SIGHTLY CONDITION DURING CONSTRUCTION.

ARTICLE IV - GENERAL RESTRICTIONS

1. AN EASEMENT IS HEREBY RESERVED FOR THE USE OF GOVERNMENTAL BODIES AND PUBLIC UTILITY COMPANIES, AS SHOWN BY DOTTED LINES ON THE PLAT AND MARKED "EASEMENT," TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN GAS, WATER AND SEWER PIPES, CONDUITS, CABLES, POLES AND WIRES, OVERHEAD AND UNDERGROUND, WITH ALL NECESSARY BRACES, GUYS, ANCHORS AND OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH GAS, WATER, SEWER, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS SYSTEMS AND CABLE T.V. SERVICE, INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN SAID GAS, WATER AND SEWER PIPES, CONDUITS, CABLES, POLES, WIRES, BRACES, GUYS, ANCHORS AND OTHER APPURTENANCES, AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT

INTERFERE OR THREATEN TO INTERFERE WITH SAID PUBLIC UTILITY EQUIPMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR PUBLIC UTILITY PURPOSES.

2. 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.

3. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER ACCESSORY BUILDING 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.

4. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT FOR TWO (2) DOGS, AND OR TWO (2) CATS AND/OR A REASONABLE NUMBER OF OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

5. NO PORTION OF ANY LOT OR PUBLIC RIGHT OF WAY SHALL BE USED FOR STORING OR PARKING OF BOATS, TRAILERS, SNOWMOBILES, CAMPERS, MOTOR HOMES, RECREATIONAL VEHICLES, MOTORCYCLES, OR ANY INOPERABLE MOTOR VEHICLE, OTHER THEN MAY BE STORED OR PARKED IN THE GARAGE. NO STORAGE GARAGE OR SHED, IN ADDITION TO THE GARAGE ATTACHED TO THE DWELLING, SHALL BE ERECTED FOR ADDITIONAL STORAGE USAGE OR FOR ANY OTHER PURPOSE. THERE ALSO SHALL BE NO MORE THAN THE EXCESSIVE OF THREE (3) VEHICLES PARKED ON PROPERTY OUTSIDE OF GARAGE OR ON STREET OTHER THAN FOR A SHORT TERM SPECIAL OCCASION.

ARTICLE V - ENFORCEMENT

1. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

2. IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS.

3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

4. BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINE'S AND THE PROPERTY LINES OF THE STREETS THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING STRUCTURE.

5. THE FOREGOING RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL 2023, AT WHICH TIME SAID

RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE RESTRICTIONS, IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THE FOREGOING RESTRICTIONS, BY JUDGMENT OR COURT ORDER, SHALL IN NO WAY AFFECT ANY OF THE OTHER RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.