

GLENWOOD ESTATES AMENDED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Louis A. Ruder and Margaret E. Ruder, his wife, are the owners in fee simple of the real estate described as follows:

All of Glenwood Estates as per plat thereof recorded in Madison County, Illinois, in Plat Book 35 at Page 67 and subsequent additions per plats thereof recorded in Madison County, Illinois, in Plat Book 39 at Page 24 (First Addition), Plat Book 40 at Page 76 (Second Addition), Plat Book 43 at Page 95 (Third Addition), Plat Book 45 at Page 46 (Fourth Addition), Plat Book 43 at Page 57 (Fifth Addition), Plat Book 47 at Page 47 (Sixth Addition), Plat Book 47 at Page 151 (Amended Plat for Sixth Addition), and Plat Book 49 at Page 147 (Seventh Addition). Situate in Madison County, Illinois.

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the conditions and restrictions imposed upon said real estate, as hereinafter set forth, the undersigned does hereby agree and stipulate that they, their successors and assigns hold said real estate, subject to the following expressed conditions, and that no lot or lots nor any part of said real estate above described will be sold or conveyed, or contracted to be sold or conveyed, except subject to the following conditions and restrictions:

1. The streets in said subdivision are hereby dedicated to the use of the public forever, including the release and waiver of the right to homestead, under the Homestead Exemption Laws of the State of Illinois.
2. Utility, sewer and drainage easement, or right of way, is reserved as shown on the subdivision plat, for the construction, maintenance and operation of utility services; such as gas, sewers, electric, power and light and telephone, whether overhead or underground, or both, and for the purpose of drainage, both surface and sub-surface. This easement shall not be construed to prevent any lot owner from making such use of that portion of his lot as he may desire, provided such utility and drainage strips shall be kept free and clear at all times, and no fences, trees, shrubs, plantings or other

improvements of a permanent nature shall be placed thereon, as not to interfere with the aforesaid usages. Usage of the above said strip shall obligate user to leave strip in a neat and satisfactory condition. This easement or right of way is not to be construed as a dedication of the strip to the public for access or road purposes.

3. Lot usage and building types; no lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one single- family dwelling, not to exceed two (2) stories in height with private garage or carport attached thereto.
4. Only one residence at a time shall be placed or kept on any lot, and such residence shall not be designed, converted or used for more than one family. No clubs, fraternities or organizations of any nature may own, use or operate from any building in said subdivision. Home-based businesses and telecommuters shall be permitted, provided only the occupant operates said business. Said business may not create additional traffic, require additional parking or equipment for operation and no signs of said business shall be allowed on the property.
5. Subdivision of lots; no lot shall be divided into smaller lots whether for lease, sale or rental purposes, provided that variations may be granted by the Owners, their heirs or assigns.
6. Title to lot or lots in said subdivision shall be vested in one party only. One party, one couple or domestic partnership may own more than one lot or a married couple or domestic partnership may hold title as joint tenants or as tenants in common.
7. Unnatural drainage; under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source,

other than what nature originally intended, to flow from his property onto any adjoining property or public right of way.

8. Ingress and egress; no lot or other land shall be used for ingress or egress from any tract of land not included in this subdivision.
9. Grass or weeds; each lot owner shall be obligated to cut his grass, weeds, brush, etc. consistent with the Ordinances of the Village of Glen Carbon. Foliage shall not be allowed to climb and/or cover the residence. Visibly dead trees and shrubs must be properly removed.
10. Approval preceding construction or alteration; no construction or alteration of any kind or the placement of any structure or materials upon any of said lots or lot shall be permitted until the construction plans and specifications and sketch showing location of the structure, sewage system and drainage laterals have been approved by the Owners, their heirs or assigns, in writing, a copy of the approved plans and specifications shall be kept on file.
11. Location of residence; no structure shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines as shown on the recorded plat of said subdivision, and no structure shall be erected or placed on any lot having a width less than that of the lots as originally planned and not more than one dwelling on any one lot. No residence or attached appurtenance shall be erected on any lot so that the front line thereof is farther than forty feet from the front lot line. No residence or structure shall be located on any lot nearer to the side lot lines than seven and one-half (7 ½) feet.
12. Dwelling size and exterior covering; the ground floor area of the main structure erected on said residential lots in Glenwood Estates, additions 1 through 5 as well as

addition 7 shall be no less than 1,100 square feet in a one story structure and shall have an attached garage or carport and not less than 900 square feet in the case of 1 1/2 or 2 story structure, also having an attached garage or carport. For addition 6, the ground floor area of the main structure erected on said residential lot shall be no less than 1,500 square feet in a one story structure, and shall have an attached enclosed garage and not less than 1,200 square feet in the case of a 1 1/2 or 2 story structure, also having an attached enclosed garage. All driveways in addition 6 must be of paved construction. The outside walls of all residential structures erected or placed on any said residential lots shall be constructed of brick, brick veneer, stone, frame, aluminum, masonite, vinyl or composite siding, or a combination thereof. Provided however that all structures have a front side consisting of at least 50% masonry in Glenwood Estates, additions 1 through 5 as well as addition 7. All structures in addition 6 shall have a front side consisting of at least 80% masonry unless a deviation from such requirement is approved in writing by the Glenwood Estates Association.

13. Completion time; all residences or structures shall be completed insofar as exterior painting, siding, windows, roofing and trim are concerned within 9 months from start of construction or date of start of material delivery, whichever is first.
14. Temporary arrangements; no temporary basements, cellars, shacks, trailers, garages, or structures whether for temporary residence, construction or construction storage will be permitted without the prior approval of the Glenwood Estates Association, which shall not be unreasonably withheld. Permanent sheds of wood, vinyl or composite construction shall be permitted but may not exceed a single story. Sheds may only be constructed in the back yard of home sites. Plans for sheds must be

presented to the Glenwood Estates Association for approval prior to construction.

Sheds must be well maintained with no visible rust, holes, faded or chipping paint, splintering wood, missing shingles, broken windows or other aesthetic or safety issues. Sheds must be secured with a lock. No storage of food of any kind will be permitted in sheds. Currently existing sheds determined to be in good repair as defined by the criteria established within as of the date hereof shall be deemed to be acceptable to the Glenwood Estates Association.

15. All residences shall and must be attached to the Glen Carbon Sanitary Sewer System. No septic systems of any kind will be permitted. Before the start of any construction, it shall be the obligation of the lot owner to obtain the necessary information as to the location and depth of the sanitary sewer, as well as the locations of the other utility easements and services affecting his lot.
16. All space heating energies within said subdivision to be furnished by fuel oil, gas, electricity or other smokeless source. However, this restriction is not intended to bar the use of other fuels in fireplaces, outdoor barbecue grills or fire pits such as are customarily used in such facilities.
17. Fences; no shrubs, hedges, plantings or fences greater than 6 feet in height shall be permitted. No fence or fences shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line shown on the plat of said subdivision. Plans for fences must be presented to the Glenwood Estates Association for approval prior to construction. Fences must be maintained with no missing or damaged portions. Fences must be properly painted or stained with no visible rust. Fences shall be permitted in back yards only.
18. Animals; domesticated household pets; no animals, live stock or poultry of any kind

shall be allowed or kept in said subdivision, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and in quantities which are not such as to create an annoyance or nuisance to the neighborhood.

19. Signs; Signs of not more than six square feet shall be used only for the advertising of the property for sale or rent, or used by the builder during the construction and sale periods. No more than two political signs shall be allowed per property for periods of 30 days prior to an election or vote may be displayed. Notwithstanding the foregoing, lot owners may have one additional professional sign in their lot of not more than two square feet for the purpose of support for a family member, scholastic sports team, church or community organization or for the temporary promotion of a yard sale, open house or another time sensitive event.
20. Nuisances; no owner, renter, leasee or occupant of any lot will carry on or permit any matter or thing which shall be an annoyance or nuisance, unwholesome or offensive to the neighborhood or neighbors, upon any of said lots.
21. Unlawful or immoral purposes; no residence shall be used for any unlawful or immoral purposes or for any purposes that would injure the reputation of the development.
22. Storage of tools and trash; the storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes or bags, trash, materials or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from views from the public right of way. Trash for collection may be placed at the street right of way line on regular collection days for a period not to exceed 12 hours prior to pickup.

23. Garbage for disposal shall be kept in sanitary containers and placed at proper location for pickup. Garbage containers must be removed as soon as possible after pickup service.
24. Parking; lot owners shall provide off-street parking for each car, vehicle, boat, etc, that is to be kept in the subdivision and should use street parking only for temporary and visitor parking directly in front of owners' lot.
25. Covenants and restrictions; these covenants and restrictions are to run with the land and shall be binding on the parties hereto, their heirs and assigns, and all persons claiming by, through or under any of them for a period of 25 years from the date of recordation hereof, after which time the same shall be automatically extended for successive periods of 10 years, unless an instrument in writing signed by two-thirds of the then owners of lots has been recorded showing the change or changes agreed to by said two-thirds. Two-thirds of the property owners within the subdivision may at any time while these restrictions remain in force, form under the laws of the State of Illinois, a non-profit cooperative corporation without capital corporation stock, but with one share appurtenant to each lot in the subdivision. Such corporation stock, when formed, shall have the power to interrupt and enforce the conditions, covenants and charges set forth in this declaration. This restriction agreement may be modified and amended at any time the agreement is in force by suitable instrument executed and acknowledged by two-thirds of the then owners of the lots in said subdivision and duly recorded in the office of the Recorder of Deeds for Madison County, State of Illinois.
26. Enforcement; only the Glenwood Estates Association has the right to enforce these Restrictions. Invalidation of any one of these covenants, provisions or restrictions by judgment or court order shall in no way affect any of the other provisions, restrictions

or covenants and the same shall remain in full force and effect.

In order to enforce these Restrictions, the Glenwood Estates Association may levy, assess, and collect reasonable fines and costs as established by the Board of the Glenwood Estates Association. The fines will be assessed against the lot owner for violations by the lot owner, members of his or her family, invitees, licensee, tenants or lessees of such lot owners.

The standard fines to be levied in the case of violations are as follows:

1. SCHEDULE OF NOTICES

- a.** First Offense: Warning letter sent to lot owner
- b.** Second Offense: Hearing letter sent to lot owner, possible fine
- c.** Third Offense: Hearing called by Glenwood Estates Association plus fine
- d.** Reoccurring Offenses: Enforcement in accordance with the determination of the Board of Glenwood Estates Association at the hearing.

2. SCHEDULE OF COSTS

- a.** First Violation --- First Notice \$00.00
- b.** First Violation --- Second Notice \$50.00
- c.** First Violation --- Third Notice \$100.00
- d.** First Violation --- Additional Notice \$150.00
- e.** Subsequent Violations by Previous Offenders – fines as reasonably determined by the Glenwood Estates Association Board, not to exceed \$500 per notice.

The list above is not intended to be all-inclusive. Additions may be made as required. Fines may vary and may increase depending upon the circumstances. Fines may be at the discretion of the Glenwood Estates Association Board of Directors; the amounts shall be predicated upon the severity of the violation and

may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the lot owner.

Any lot owner wishing to report an alleged violation of the Restrictions may do so by contacting the Glenwood Estates Association. Violations must be reported in writing. The identity of the person reporting the violation will not be disclosed to the lot owner involved. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action, including a lien upon the lot owner's property. In addition, voting rights may be suspended.

27. All lot owners shall be required to be a Member of Glenwood Estates Association, Inc. (the "Association") and agrees to be bound by the By-Laws of the Association.
28. Annual and special dues and assessments (collectively, "Assessments") may be established or levied against each lot and its owners by the Association for operation, installation, operation, maintenance and replacement of amenities (including utilities, signage, commons areas and easements serving the same) for the subdivision, for the common use of lot owners and for operation and costs of the Association.

Assessments against a lot shall be the joint and several personal obligation of each owner of that lot at the time of assessment, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; provided however that the right to such lien shall expire if such notice is not so filed on or before the later of (a) twelve months after the Assessment or (b) March 1 of the following year. The notice of lien may be filed by any officer of the Association that levied the Assessment.

Any purchaser, lender or title company shall have the right to rely upon any statement or assurance by any officer of the Association, of the amount or payment status of any assessment or lien. The lien for dues and assessments created pursuant to these restrictions shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the lot or lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said lot or lots.

29. Rental properties; additional rental properties beyond those established as of the date hereof shall not be permitted. Owners of existing rental properties as of the date hereof must provide the Glenwood Estates Association with the name(s) and current contact information of all renters within thirty (30) days. The name(s) and current contact information must also be provided to the Glenwood Estates Association within thirty (30) days of renter change. Renters must agree to honor Glenwood Estates Restrictions and homeowners are bound to same Restrictions.
30. The rules posted in Glenwood Estates Park shall be binding.