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RESTRICTIVE COVENANTS FOR Milestone Manor  
A Subdivision in the City of Columbia, Illinois

RESTRICTIVE COVENANTS FOR Milestone Manor

A Subdivision in the City of Columbia, Illinois

WHEREAS, the makers of this indenture are as follows:

H. J. FRIERDICH & SONS, INC., an Illinois Corporation, is the owner of all the real estate contained in Milestone Manor, a Subdivision of the City of Columbia, Monroe County, Illinois, as per plat thereof recorded in Envelope No. 2-174A in the Recorder's Office of Monroe County, Illinois, which plat and lots shown thereon, and this instrument, shall be complimentary to each other; and

WHEREAS, it is hereby intended to impose upon all the lots in said Subdivision certain conditions, restrictions, reservations, and limitations, which said conditions, restrictions, reservations and limitations shall run with the land, and shall be binding upon and inure to the benefit of all purchasers of lots or tracts of land in said Subdivision whether or not the said restrictions be incorporated in the conveyance of any said lot or tract of land;

NOW, THEREFORE, in consideration of the mutual advantages accruing to the owner of the aforesaid lots, as well as the mutual advantages, which will accrue to the future owners of said lots, it is hereby declared and provided that the said lots shall be subject to the conditions, restrictions, reservations, and limitations as hereinafter set forth, to-wit:

1. All such lots in said Subdivision shall be known and described as residential lots. No structures shall be erected

altered, placed or permitted to remain on any of the lots other than dwelling units, where practical, and such utility buildings as may be compatible with the design of the main structure and topography of the land. All structures erected in said Subdivision shall be in conformity with the zoning regulations of the City of Columbia, Illinois, or any authority having jurisdiction thereof.

2. Driveways shall be paved (concrete, asphalt, brick, paving blocks, etc.) no gravel drives shall be permitted. No trailer, basement, tent, shack, garage, barn, or other outbuildings of a temporary nature at any time erected on a lot shall be used as a residence temporarily or permanently. No buildings shall be permitted with any part constructed of rolled roofing, rolled siding or so-called tarpaper used for siding. No detached buildings on the premises shall be allowed if prohibited by the City and unless previously approved by the Developer and unless placed entirely within the minimum setback requirements. No basement proper of any building and no building shall be constructed of concrete blocks.

3. No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsightly personal property will be permitted on any of the premises.

4. No vehicles, trailer, boats, or similar equipment, shall be permanently parked or stored on driveways or on any lot. No mobile home shall be permanently or temporarily parked upon or stored on any lot, except the subdivider shall have the right to park an

office trailer and a construction trailer in the subdivision during the construction and sale of lots. No camping-type vehicles, camping trailers, motorboats, sailboats, houseboats, or other similar recreational vehicles, commercial vehicles, or equipment may be parked, stored on driveways or on any lot.

5. No signs of any kind shall be displayed to the public view on any lot or tract except one (1) professional home occupation sign of not more than one (1) square foot in area and/or one (1) sign of not more than four (4) square feet in area advertising the property for sale or rent. All signs will have to comply with the City of Columbia, Illinois Ordinances, including the Columbia Sign Code.

6. Notwithstanding any provision above, the Owners of the property shall have the right to maintain signs advertising the development or construction until all lots are sold, said signs shall be in compliance with the City of Columbia, Illinois Ordinances.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or tract, except dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

8. No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, or waste. Garbage, trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No structure shall be erected, placed or altered on any

lot until plans, specifications and location plans, have been approved in writing, by the Developer, as to quality of design and materials and harmony of external design with existing buildings. All exterior work on any structure shall be constructed under direct supervision of a qualified builder or contractor, and such exterior work, including finish, grading and seeding of lawn shall be completed within twelve months after commencement of construction. The lawn on each lot shall be maintained at a height not to exceed five (5) inches. The following items must be submitted to the Developer for its review prior to approval. All items shall be submitted in duplicate.

- A. Floor Plans
- B. Front elevations
- C. Exterior materials and color selections
- D. Specifications

E. Plot plan showing setback lines, side yards, driveways and draining plans for surface runoff and if a basement is being constructed, drainage plans for any sub-surface water

- F. Landscaping Plans

10. New single-family dwellings shall have no less than 1400 square feet of living area. New dwellings must have a two (2)-car garage attached to the main dwelling of not less than 440 square feet.

11. The front of any primary building shall be faced with sixty percent (75%) masonry.

12. All lots shall be so graded and sloped so that a drainage course shall be along the side property lines, equally spaced on

both adjoining lots.

13. New dwellings shall not be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back line shown on the recorded plat, and must be in accordance with the City of Columbia, Illinois Ordinances.

14. Easements shown on the aforesaid recorded plat are reserved and shall remain in effect as shown on the said recorded plat.

15. No obstruction of any kind shall be placed permanently in the drainage, or easement strips, that may in any way impede or hinder the use thereof for the purpose intended.

16. No fences or screening shall be erected or maintained on any lots except as required for in ground swimming pools (fence around pool deck perimeter) or as approved by Developer.

17. No oil drilling, oil development operations, oil refining, quarry 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 upon any lot.

18. Swimming pools: No swimming pools or tennis courts shall be located on front yard of any lot. All pools shall be in ground type, no above ground pools will be permitted other than whirlpools built into outdoor decks joined to a residence.

19. No TV Satellite dishes exceeding 24" in diameter shall be permitted. All acceptable TV Satellite dishes shall be constructed and installed in rear of all lots. TV Satellite dishes will comply

with the City of Columbia, Illinois Ordinances, as amended.

20. All electric service, telephone lines, cable TV lines and other utility lines for new dwellings shall be placed underground. No visible TV antennae, short-wave or other communications antennae or microwave dishes are permitted.

21. The Developer, so long as it owns at least one lot in said Subdivision, shall have the following rights and authority to-wit:

A. To consider, approve or reject any and all plans and specifications for any and all buildings and structures, including fences, proposed for erection on said lots, and improvements or additions proposed, after the original construction. Such approval or rejections shall be in writing and given within 30 days following submission of plans and specifications to the Developer.

B. To commence and maintain in its name as Developer, any suit, at law or in equity, for the violation of, or to prevent the violation of, or to compel compliance with, these covenants, or to collect any damages arising out of the obligations imposed by these covenants, and to employ counsel to aid in the performance of the powers herein granted. This provision is not intended to restrict or limit the right of any lot owner to proceed in his own behalf.

C. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon, vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Developer, its officers, agents or employees shall not be deemed guilty of or liable for any manner of trespass

for any such injury, abatement, removal or planting.

22. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or person so violating, or attempting to violate, any such covenant, in order to prevent him or them from doing so and in addition to any other relief to which they are entitled, to recover their costs and reasonable attorneys' fees for prosecuting such action. It is expressly provided that the Developer shall not be responsible for enforcement of these restrictions, but may do so at its option, and in no event shall the Developer be responsible for payment of such costs and fees.

23. Any party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.

24. The Developer, or its assignees, may, but they are not required to, assign any or all of their rights, powers and duties under this indenture to an association of owners of lots to the Milestone Manor Subdivision.

25. These restrictions, limitations and covenants shall be binding with respect to the use of all lots within the Milestone Manor Subdivision, and upon the owners thereof and all parties and all persons claiming under them for a period of twenty (20) years from the date of recordation of the restrictions, limitations and covenants in the Office of the Recorder of Deeds for the County of Monroe and State of Illinois, after which time said restrictions,

limitations and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing is executed and acknowledged by a majority of the then owners of such lots and recorded as aforesaid providing for the modification or elimination of such restrictions, limitations and covenants in whole or in part. Wherever the term owner appears in these restrictions, limitations and covenants, it shall be deemed to mean the fee simple titleholder and shall not include mortgages.

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

27. Amendments: These restrictions may be amended, modified, changed and added to by the written consent of three-fourths of the owners of lots in Milestone Manor Subdivision. No amendment shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for the County of Monroe, State of Illinois.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7<sup>th</sup> day of January<sup>2004</sup> ~~1998~~.  
H. J. FRIERDICH & SONS, INC.

By:  
Owner  
By:  
Owner

