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**2015R-01546**

**CHUCK R. VENVERTLOH**

**ADAMS COUNTY CLERK/RECORDER**

**ADAMS COUNTY, ILLINOIS**

**RECORDED ON**

**03/05/2015 1:41 PM**

**REC FEE: 17.00**

**GIS RECORDER FEE: 1.00**

**GIS COUNTY FEE: 19.00**

**RHSP HOUSING FEE: 9.00**

# COVENANTS OF RIDGEVIEW ESTATES

## **Protective Covenants of Ridgeview Estates**

Ridgeview Estates consists of 17 building lots. No lot shall be subdivided without the approval of the Architectural trustee and local zoning jurisdiction. No lot shall be re-zoned for any purpose other than single family residences.

### **1. RESIDENTIAL CHARACTER OF THE SUBDIVISION**

- A. IN GENERAL:** Every numbered lot in Ridgeview Estates is a residential lot and shall be used exclusively for residential use. No outbuildings shall be located on any lot. A separate outbuilding constructed to serve as a "pool house" shall be permitted as the only exception to the outbuilding ban. An attached private garage, no less than 2 cars must be provided for each lot. "Family", for the purposes hereof, shall mean an individual of two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two or more persons all of whom are related by blood, marriage or adoption, except that the group may include one person not related, living together as a single housekeeping unit.
- B. RESIDENTIAL USE OF ACCESSORY OUTBUILDINGS PROHIBITED:** No accessory outbuilding shall be constructed on any of said lots prior to the erection of a house, and in no event shall any such accessory outbuilding ever be used as a residence or dwelling house.
- C. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES IS PROHIBITED:** No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The "Architectural Trustee" hereinafter described shall make the determination of whether or not a house shall have been "substantially completed", and the decision of that Committee shall be binding on all parties concerned.

- 2. CONSTRUCTION MATERIALS:** The finished exterior of every building constructed on any numbered lot in the subdivision shall contain brick, stucco, stone, or other masonry products in combination thereof on at least 50% of the exterior walls. Total surface area of all exterior walls including the garage shall be used in calculation whether the 50% threshold has been met. The dwellings located on any lot shall be of standard construction materials. Pre-fabricated structures, modular, mobile homes and structure fabricate offsite are prohibited. All homes must have basements, no slab homes are allowed.

### **3. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING AND THE MAINTENANCE THEREOF:**

- A. MINIMUM LIVING SPACE AREAS:** Each one story dwelling shall contain floor space excluding porches, breezeways, garages, and basement, of at least 2100 square feet. All other dwellings shall contain floor space excluding porches, breezeways, garages, basement, of at least 2600 square feet. On a multi-story home, the first floor square footage shall not be less than 1400 square feet excluding porches, garages, breezeways and basements.

- B. **SET-BACK REQUIREMENTS:** In general: Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences, sidewalks, driveways, patios, or mailboxes, the placement of which is provided for hereinafter) nearer to a lot line than the minimum building setback lines shown on the recorded subdivision plat.
- C. **FENCES WALLS OR MAILBOXES:** Fences or walls are to be constructed in the rear of the property only, with a height not to exceed 6'. Chain link fences are prohibited. Mailboxes shall be installed so that they are not protruding into the street. The front of the mailbox shall be no less than 6" from the back of the curb. Refer to section 4 for administration of this covenant.
- D. **POOL HOUSES:** The construction of an outbuilding to serve as a "pool house" shall be permitted as the only exception to the prohibition of outbuildings. The "pool house" shall be constructed in manner consistent with the home on that lot and shall be constructed of similar materials to conform with the house on that lot. The maximum interior square footage of the "pool house" shall not exceed 625 square feet. Not more than 50% of the interior space can be used for non-pool related items. Vehicular parking inside of a "pool house" is prohibited. Lawn equipment shall be allowed to be stored inside of the "pool house" provided that storage area does not exceed the 50% limit set for non-pool related items. There is no limit on exterior sizes of any awnings, overhangs, or covered porches. Refer to section 4 for administration of this covenant.
- E. **POOLS:** Above ground pools are prohibited. All pools must have fencing around the perimeter, not less than 42" tall. Refer to section 4 for administration of this covenant.
- F. **BREEZEWAYS:** Breezeways are permitted on the designs of homes however a breezeway can't be the sole means of determining whether a garage or other structure is attached to the home. A garage or structure must be attached to the home with a foundation, walls, and roof overhead. A breezeway overhead shall not constitute a garage or other structure as being attached to the home. For a structure to be considered attached, one must be able to pass through that structure and enter the house without being outside at any point in that process.
- G. **DRIVEWAYS:** All driveways shall be constructed of concrete.
- H. **EASEMENTS:** No structure may be built within the defined easements listed on the recorded plat. Fences, landscaping, driveways, and sidewalks shall be permitted within those defined easements provided that they don't interrupt the flow of water in the drainage channels. Should access to those easements be needed, the cost to repair or replace any item constructed within the easement by the lot owner shall be the responsibility of the individual lot owner.
- I. **DILIGENCE IN CONSTRUCTION:** The exterior of every building whose construction or placement on any numbered lot in the subdivision is begun shall be completed within twelve months after the beginning of such construction or placement, unless prevented by weather or act of God or because of the size or nature of the construction project. No improvement, which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than 3 months from the time of such destruction or damage.
- J. **PROHIBITION OF USED STRUCTURES:** All structures constructed or placed on any numbered lot in the subdivision shall be constructed with a substantial

quantity of new material and no used structures shall be relocated or placed on any such lot.

- K. **SEWAGE DISPOSAL:** No private septic systems are permitted. All homes must be connected to the City of Quincy sewer system.
- L. **MAINTENANCE AND IMPROVEMENT:** The owner of each lot in the subdivision shall at all times maintain said lot and any improvements situated thereon in such manner so as to prevent said lot or improvements from becoming unsightly, and specifically, such owner shall:
  - i. Mow said lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon. Grass shall not exceed 8" in height;
  - ii. Remove all debris or rubbish from said lot;
  - iii. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot;
  - iv. Cut down and remove dead trees from said lot;
  - v. Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly;

**4. ARCHITECTURAL CONTROL:**

- A. **POWERS:** Generally: No building structures or improvements of any type or kind may be constructed or placed on any lot until the construction plans and specifications have been approved by the Architectural Trustee as to quality of workmanship and material, harmony with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision.
- B. **POWER TO GRANT VARIANCES:** The architectural trustee may allow reasonable variances or adjustments of these restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision.
- C. **ARCHITECTURAL TRUSTEE:** Adam Booth is the architectural trustee of Ridgeview Estates. The architectural trustee may designate a representative to act on their behalf. Should the architectural trustee resign, the individual lot owners can then by a majority vote appoint new architectural trustee. A new architectural trustee only be appointed upon the resignation of the current architectural trustee.
- D. **PROCEDURES:** The approval or disapproval as required in the covenants shall be in writing. In the event the Architectural Trustee, or trustee's designated representative fails to approve or disapprove any plans or specifications within 30 days after such plans or specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- E. **HOME OWNERS ASSOCIATION:** A homeowners association shall be created. The current Architectural Trustee shall appoint three members. The individual lot

owners shall vote for and appoint three members. Terms shall be for 2 years, after which new appointments must be made according to the process outlined above. Members may serve an unlimited amount of terms. The Architectural Trustee shall serve as the tie breaking vote, leaving an equal number of members appointed to the homeowners association by the Architectural Trustee and voted in by the individual lot owners. Neighborhood maintenance and improvement costs shall be equally divided amongst the individual lot owners. The costs for any homeowner's association expense shall be reasonable and agreed upon by the individual lot owners prior to the work commencing. In the event of an emergency the Homeowner's Association shall have the authority to proceed without the lot owner's approval for the sake of public safety or property protection. There shall be an annual meeting of the lot owners of record for the purposes of electing members to the Architectural Control Committee; to levy assessments to cover costs, if any, of operation of this committee and to consider other appropriate business. All lot owners shall share equally such levies and be billed annually. Such levy shall not be retroactive and must be limited to costs within Ridgeview Estates. Unpaid assessments shall be subject to lien if otherwise uncollectable. The homeowners association shall be responsible for the maintenance and upkeep of the subdivision's items such as but not limited to:

- i: Installation and operation of street lighting
- ii: Maintenance of any decorative neighborhood signage
- iii: Golf cart trail fees and or trail maintenance
- iv: Any storm water collection system not under maintenance by a local government agency, such as city, county, township.

5. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except for one sign of not more than five square feet advertising the property for sale or signs by a builder to advertise the property during construction and sales period.
6. **LIVESTOCK:** No animals, livestock, or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats, or other small domestic household pets.
7. **TEMPORARY STRUCTURES:** The parking of vehicles or trailers in the street for a period of longer than 72 hours is prohibited except during construction, remodeling, or moving. Boats, trailers, and vehicles may not be stored in the driveway or yard. Storage of those items is limited to 7 days.
8. **DIRT:** No dirt shall be removed from Ridgeview Estates without the approval the architectural trustee. Placement of surplus dirt shall be coordinated with architectural trustee. Reasonable accommodations shall be made with the individual lot owner regarding the placement of surplus dirt. The individual lot owner shall not be responsible for the leveling and compaction of the surplus dirt when placed off of their individual lot.
9. **PROTECTION OF STREETS DURING CONSTRUCTION:** Any street, curb, or public improvement that is damaged during the construction of a home or structure shall be repaired at the expense of the individual lot owner that caused the damage. Any mud or debris that is put in the street shall be cleaned up daily by the individual lot owner that was responsible it.

10. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any proceeding at law or in equity shall be entitled to recover their reasonable attorney fees and court costs in said action.
11. Term: 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 30 years from date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

Thus done and passed before me, Notary, and undersigned competent witness, on this 5<sup>th</sup> day of March, 2015

Witness:

[Signature]  
[Signature]

AMB Real Estate Holdings LLC.

By: [Signature]

Adam Booth, member

Subscribed and sworn to before me this 5 day of March, 2015

My commission expires 4/27/15

[Signature]  
Notary public

