



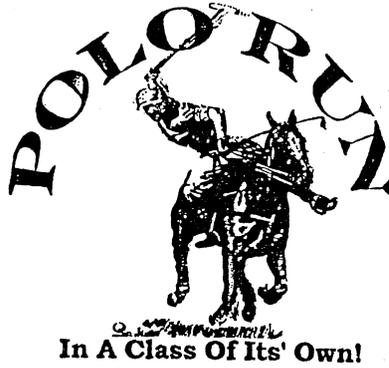
Polo Run

HOMEOWNERS ASSOCIATION

RESTRICTIONS

For Polo Run Property Owners

November 2012



WHEREAS there has been recorded in the Recorder's Office of St. Clair County, Illinois on the 11th day of July, 1994 in Book of Plats 92 on Page 59 a certain real estate subdivision plat known as Polo Run.

WHEREAS Chris J. Pagano as title holder does desire to impose upon said premises certain easements, conditions, restrictions, reservations and limitations.

NOW THEREFORE in consideration of the mutual advantages to accrue to the present owner of said premises, as well as to the future owners of said premises, there is hereby imposed on said subdivision certain easements, conditions, restrictions, reservations and limitations, all of which are hereby made a part of the plat of said Polo Run, as described below:

1. **Building Locations.** No building or any part thereof, shall be erected or placed on any lot in the subdivision.
 - a. Less than 25 feet from front property line and any property line adjoining it.
 - b. Less than 25 feet from any rear lot line.
 - c. Less than 10 feet from any lot line (other than front and rear lot line) defining the limits of ownership of abutting property.

2. **Easements.** All easements as shown on said recorded plat shall be in the same are hereby set aside and reserved for the wires, pipes, water meters, gas meters and other Subdivision essentials and facilities, except that easements placed within a public access road shall not impair the use of said property of roadway for roadway purposes. All utility wires, pipes and lines including telephone, electric, gas and water shall be buried underground (except the extent that emergency and utility construction standards requires otherwise).

No building or structure, retaining wall or other interfering obstruction may be erected, constructed or maintained within, on or over an easement as shown in said plat, or which my hereafter be established, without the approval of the Architectural Control committee, and the utility companies which may be using said easement for their facilities underground cable or pipes, etc.

The owner of each lot shall, at all time, with respect to said easement, properly care for same and keep same free from unsightly accumulations, weeds, debris and other such matter. All lot owners shall be required to mow their lot at least once every 30 days during the months from May 1st through November 1st of each year.

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3. **Construction Time.** Any dwelling or other structure constructed on said premises, including the driveway, must be entirely completed one (1) year from the date construction is begun. This construction date starts when Architectural Control Committee has given approval of plans and specs.

4. **Nuisances.** No loud, noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupants of the other lots.

All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

5. **Junk and Trash.** No junked or abandoned vehicles, objects or materials shall be permitted on any lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal in sanitary containers and out of view of neighbors.

6. **Storage of Vehicles.** All trailers, campers, motor homes and boats must be stored when not in use in an enclosed building.

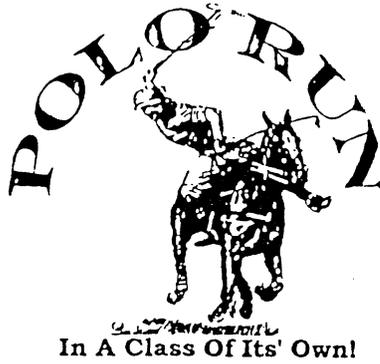
7. **Motorized Vehicles.** Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping and maintenance equipment) shall be prohibited from using the public access roads of the Subdivision.

8. **Oil, Gas and Other Minerals.** No oil drilling, oil development, oil refining, quarrying or mining operation 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. **Temporary Facilities.** No structure of a temporary character, mobile home, trailers, basements, tents, shacks, barns, sheds or other out building shall be used on any lot at any time as a residence either temporarily or permanently. All exterior construction and landscaping must be completed within 15 months after starting. Any display home constructed by the developer shall not be considered a temporary facility.

10. **Fences.** All fences must consist of plants, wood, brick, stone or other natural materials except that fences usually associated with the use of an item of recreational equipment (such as a swimming pool or a tennis court) may be fabricated of man-made materials, so long as the fence is constructed as near as practical to the perimeter of said item or recreational equipment.

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11. **Landscaping.** All lots must have one (1) flowering tree and all corner lots must have two (2) flowering trees, one on the corner side facing street and one (1) in the front. Landscaping for each home must be complete within six (6) months after home is built.

12. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept for breeding or maintained for any commercial purposes and provided further that they shall be confined to the lot of their owner and not be permitted to run at large. No steel enclosures or outside kennels or pet houses shall be permitted.

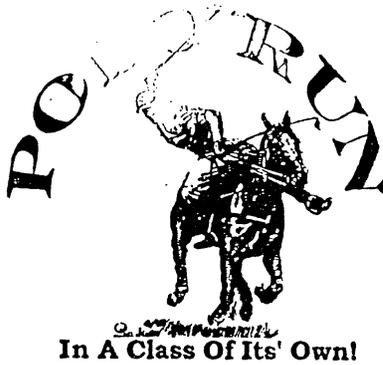
13. **Signs.** No sign of any kind shall be displayed to the public eye on any lot except:

- a. One sign of not more than 2 feet on a side, the purpose of which shall be to advertise a premises for sale or rent.
- b. Signs used by a builder to advertise the premises during construction and sale period.
- c. Any size or type of sign the undersigned owner or agent of the undersigned of the undersigned owner, with the owners permission, may choose to erect, for the purpose of advertising the sale of lot and/or structures in said Subdivision.

14. **Land Use.** All lots in the Subdivision shall be used exclusively for one family residential purposes.

No private business office or advertisements for the business shall be allowed. One and only one building shall be used on each lot except for bath house facilities for a swimming pool or gazebo which must be approved by the Architectural Control Committee. Construction of model homes is permitted as long as they conform to the restrictions contained herein. No log houses will be permitted. No underground houses will be permitted. "Satellite dishes" for receiving television signals will be permitted with Architectural Control Committee's approval on size and location. Exterior television and/or radio antennas will not be permitted. Hunting and/or trapping of wild game or birds is not permitted.

15. **Division of Lots.** No lot in the Subdivision may be further divided.



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16. Dwelling Size & Quality. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms:

- a. One story dwellings - 1800 square feet
- b. Split level and one and one-half and two story dwellings 2400 square feet.
- c. Not to exceed three stories, front elevation in height and a private garage for not more than 3 cars, except when approved by the Architectural Control Committee.
- d. No flat roofs are allowed; all roofs must have a minimum 6/12 pitch.

17. Construction Materials. If concrete is exposed more than 2 feet above the ground, same must be veneered, unless the approval of the Architectural control Committee shall be obtained permitting a more decorative finish.

The exterior of all homes shall be constructed at least fifty percent (50%) brick veneer. No outside exterior walls shall be covered with exposed asbestos, asphalt, concrete blocks or metal siding. However, vinyl, fiber and gypsum materials will be strictly controlled by the Architectural Control Committee and their decision shall be final.

18. Driveways. All driveways must be constructed of concrete or bituminous concrete and constructed at the time of the building construction. The minimum width of the driveway shall be 10 feet.

19. Off-Street Parking. All dwelling houses are required to provide parking facilities on the premises for all vehicles operated by persons living in the dwelling and the streets and roadways of Polo Run are not to be used for parking purposes by the persons living in the Subdivision.



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20. **Specification Requirements/Architectural Control Committee.** No building, fence, wall, or other structure (hereinafter referred to as improvement) or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior appearance be made until the name of the general specifications, material and locations as to the improvements and the nature, kind, shape and height as to landscaping be submitted for approval in writing, as to harmony of external design and location in relation to surrounding structures and topography by an Architectural control Committee composed of Chris J. Pagano or his successors or assigns. In the event of death or resignation of any member of the Committee, the remaining member (s) shall have full authority to designate a successor. No member of the Committee shall be entitled to any compensation for services performed. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument change the membership of the Committee. Plans and specifications for final approval shall include the following:

- a. Complete plans and specifications including the plot plan showing lot number outlying boundary and location of improvements to scale, elevation of gradeline at improvement with respect to street and existing structures and the drainage of storm water with respect to adjacent properties. Plot plan to show easements, building setback lines, sewer location and elevation and location of water line, power line, gas line, telephone cable, driveways, sidewalks and retaining walls.
- b. Front elevation, rear elevation and both side elevations of improvements, plus elevation of walls and fences.
- c. Data as to materials, color and texture of all exterior building materials, including roof coverings, fences and walls.
- d. No hedge, fence, walls, railing or other structure over 36 inches in height shall be permitted in front of any front setback line unless approved by the Architectural Control Committee, and same shall be placed at least 3 feet back of the front property line.

Should the Architectural Control Committee fail to approve or disapprove in writing, any item requiring its approval within 30 days after submission of the plans to them, then such approval will not be required but all other conditions and restrictions herein contained shall remain in force.

If the Architectural Control Committee is no longer in existence and the Committee has ceased to exist as such and has failed to designate a representative to act for it, the need for Committee approval is dispensed with, provided however that a majority of the lot owners of Polo Run may form an not-for-profit "Home Association" which shall have all of the rights, powers, privileges and duties of the Architectural Control Committee.

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21. **Swimming Pools.** All swimming pools shall be of a permanent construction and under no conditions will an above ground pool be permitted. All plans for swimming pools must be approved by the Architectural Control Committee prior to start of construction.
22. **Fuel Storage Tanks.** No gas, oil or fuel tanks shall be permitted on any lot.
23. **Mobile Homes.** No mobile home (house trailer) may be located, at any time, upon the Lot.
24. **Clotheslines.** No outside clotheslines shall be permitted.
25. **Sidewalks.** It shall be the responsibility of each owner to construct sidewalks at the owner's cost at the time of construction.
26. **Entrance Monument.** Any entrance monument to the Subdivision shall be maintained by the owners of the Subdivision, at their expense, through the Home Owners Association.
27. **Mailboxes.** The Architect Control Committee will have several pictures of brick mailbox structures to chose from. From that selection, the lot owner will match the mailbox brick with the same brick that is used on the home.
28. **Home Association.** The Home Association shall be defined as a not-for-profit corporation to be formed under the Laws of the State of Illinois by Subdivision lot owners for the purpose of assuming the rights and duties delegated in this document. The Home Association shall be formed in sufficient time to accept the rights and duties conferred upon it in this document; and it shall be the sole entity exercising the powers of and assuming the duties of the Home Association.

Each lot of the Subdivision constitutes one vote in determining the number of votes entitled to be counted in member votes taken by Home Association and owners of each lot are automatic members of the Association. If any lot is held by co-owners, they shall delegate among themselves the party who shall exercise the vote of said lot and shall certify the name of said party to the Home Association.

The governing body of the Home Association shall be comprised of 7 members.

Monies required by the Home Association shall come from equal assessments made the Home Association commencing 6 months after the Home Association assumes said duties which assessment shall be made annually thereafter.

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28. **Home Association (continued).** The Home Association shall determine the amount of each assessment and their due dates. In determining the amount of the initial and annual assessments there shall be included in same sufficient sums to pay the various costs and expenses of the Home Association including but not limited to all legitimate fees, salaries, equipment rentals, supplies and maintenance costs.

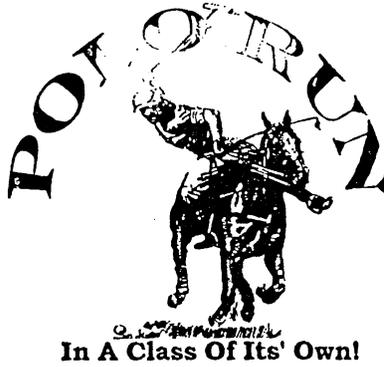
Each assessment shall constitute a lien against each assessed parcel and each assessment shall be paid within 60 days of assessment. If an assessment is not paid within 60 days, the Home Association shall have the right to:

- a. Record a statement of lien with the Recorder of Deeds of St. Clair County, Illinois.
- b. Sue the owners of all amounts due together with reasonable attorney fees and costs incurred and
- c. Foreclosure upon the lien as in the case of other liens.

If the Home Association fails to pursue the collection of any assessment after a reasonable time, then any other party having an interest in any lot may do same, for the benefit of said Home Association.

Each assessment shall draw interest from the date same is first overdue at 10% per annum.

29. **Failure to Comply with Enforceability and Validity.** Each and every grantee by accepting any conveyance or, interest in any of said lots, or any part thereof, thereby binds himself or herself (as the case may be) and all the heirs, successors, assigns and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this Indenture. If any violation of the restrictions and provision of this Indenture or failure of observance thereof, or failure of compliance thereof with, is not cured or corrected within 10 days after notice thereof has been mailed or delivered by any one of more owners of said lots, or any part thereof, to the offending owner or owners, or person or persons, in possession thereof, it shall be lawful in order



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29. Failure to Comply with Enforceability and Validity (continued). that such violation be cured or corrected or to recover the damages therefore or parts thereof, to institute and prosecute any proceedings at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance at aforesaid, including the owner or owners of the involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided however that the maker of this indenture, or owners of the lands comprising this Subdivision at the time of its recording, shall not under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of the Indenture as against any person or persons who may hereafter own or control any one or more of said lots or any part or parts thereof, which the maker of this Indenture shall not at the time own or fully control. Violators of this Indenture shall pay all costs, including reasonable attorney fees for enforcement of same. The failure to promptly institute proceedings for enforcement of these restrictions shall not operate as an estoppel against the enforcement of the violated portion of these restrictions or for any portion thereof.

In case of any one or more of the restrictions and provisions of this Indenture shall prove to be unenforceable or invalid, the enforceability, validity or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby but they shall, nevertheless remain in full force and effect.

30. Modification of Indenture. This restriction Indenture and every term contained herein (except those effecting grants of easements) may be modified, amended or eliminated as follows (those easements essential to the use of a lot shall not be eliminated).

- a. While the undersigned retains ownership of any lot in the subdivision, by affirmative vote of three-fourths (3/4) of the total lots entitled to vote (the undersigned shall have one vote for each lot owned by it).
- b. Thereafter, when the undersigned has conveyed the last lot of the Subdivision by the affirmative vote of at least two-thirds (2/3) of the total lots entitled to vote.



IN WITNESS WHEREOF Chris J. Pagano, President has caused this Indenture to be duly executed for the uses and purposes therein set forth.

Dated this 11th day of July, 1994.

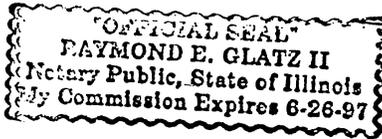
POLO RUN SUBDIVISION,

By: Chris J. Pagano
Chris J. Pagano, President

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Chris J. Pagano, President personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of July, 1994.



[Handwritten signature]
Notary Public

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