

## Village of Princeville

### Minutes of the Regular Board Meeting

Tuesday December 17, 2013

7:30 pm

Princeville Village Hall

The Village Board Meeting was held at the above time and place. The meeting was called to order by President Stahl at 7:30 pm with the following Trustees answering present: Sutherland, Troutman, Koller, Carton and Haley. Trustee Gilroy was absent. A quorum was present for the meeting. Notice of the meeting and agenda were sent and received in a timely manner. Others present were Secretary/Treasurer Hofer, Superintendent of Public Works Gardner, and Clerk Mercer.

Police Report: N/A

**PCA Report:** There were 32 children at the Santa Breakfast, and attendance was down from previous year for the Holiday Homecoming. The PCA did a wonderful job of planning and will be working on changes and additions for 2015. The weather was the factor in low attendance. The Tri-County regional planning meeting was held on December 10<sup>th</sup>, they discussed updating the disaster planning, along with what developers look at for assisted living residences and changes for Main Street.

**Committee Reports:** None

**Consider and Vote on Covenant of Restrictions for Aten Acres Phase 6:** Trustee Carton made a Motion to approve the Covenant of Restrictions for Aten Acres Phase 6 as published. Trustee Koller seconded the motion. President Stahl, roll call vote. Trustees Sutherland, Troutman, Koller, Carton and Haley voting aye. Trustee Gilroy absent. Motion carried.

### Covenant of Restrictions for

#### Aten Acres Phase 6

##### I. CONSTRUCTION

01.00. **Zoning.** All lots in ATEN ACRES PHASE 6 shall be used for single-family residential purposes only.

02.00. **House Planning Approval Committee.** As of the date of this Covenant, the Developer shall appoint a four (4) member House Planning Approval Committee hereinafter designated the "Committee." Members of this Committee shall be charged with issuing final approval for any and all construction to be commenced in ATEN ACRES PHASE 6 prior to the beginning of said construction. Members of the Committee shall be appointed or dismissed solely at the discretion of the Developer.

02.01. Neither the House Planning Approval Committee nor any members thereof shall be entitled to any compensation from any owner of a numbered lot in ATEN ACRES PHASE 6 on account of any service performed in the examination of plans or specification pursuant to this paragraph 02.00.

03.00. **Pre-construction Approval Required.** It is specifically understood and agreed that as part of the consideration provided to Developer to induce its sale of each and every lot in ATEN ACRES PHASE 6, and as part of an effort to maintain the high caliber and standard of development in said subdivision, that the purchaser of any lot or lots hereby expressly agrees to the following restrictive covenants and conditions governing the construction of residences:

03.01. Complete floor plans and drawings illustrating the contemplated external appearance of any dwelling or outbuilding, including chosen construction materials and colors, shall be submitted to the House Planning Approval Committee prior to commencement of any proposed construction.

03.02. The said committee may in its sole discretion, and without explanation or justification necessarily offered, approve or disapprove of the submitted plans.

03.03. In the event of plan approval, the said Committee will issue a Certificate of Approval stating that the proposed construction is acceptable for ATEN ACRES PHASE 6. This approval shall be binding upon the Developer and Committee, providing the said construction strictly complies with the submitted plans, designs and drawings.

03.04. If said plans are not approved, the lot owner agrees to refrain from any construction thereupon, and has the right to resubmit new designs or drawings for approval to the said Committee.

04.00. **Construction Requirements.** Construction of all residences shall be governed by the following specifications, provided, however, it is understood that the House Planning Approval Committee, in its sole discretion, may make exceptions if in the opinion of said Committee, these provisions would cause undue hardship on the owner of any lot or lots:

04.01. No dwelling house constructed on any lot shall have less than the following minimum number of square feet of enclosed living space, exclusive of garage, porches, basements, and breeze-ways.

A. Dwellings on one level – 1,200 square feet above ground.

B. Dwellings of multiple levels – 1,400 square feet above ground.

04.02. No wallboard, sheet metal, tar paper or roofing paper, shall be used for any exterior wall covering or roofs.

04.03. Each owner of a lot shall have all utilities placed underground.

04.04. The sanitary sewer for each residence should exit the dwelling at a depth not greater than four feet (4') from the top of the foundation. Homes with basements must use an ejector system to discharge their basement drains and sanitary sewage.

04.05. All perimeter and basement drainage systems should be discharged by gravity flow or the use of a sump pump. Sump pump discharge can be surface drained or drained to the curb.

04.06. The rear drainage area (swale) shall be protected to preserve its intended design. This requires restriction of planting, and filling with soil, which will restrict the adjacent homeowner's drainage.

04.07. Except as necessarily incidental to construction of the dwelling houses and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery, or the like shall be kept or allowed to remain on the subdivision premises except inside buildings.

04.08. No buildings or house trailers may be moved to the subdivision and no basement or garage house or temporary residence of any kind shall be used as living quarters or permitted on any lot. No outbuildings or other structures, animal pens or kennels may be constructed without the express approval of the House Planning Approval Committee as herein provided.

04.09. No radio towers, dish antennas with a diameter of more than 36", advertising signs or billboards shall be erected or maintained in the subdivision. Signs customarily used in the sale of lots and dwelling houses shall be permitted when used for the purpose of selling such lots and dwelling houses.

04.10. All driveways leading back from the street to the garage of a dwelling house must be of blacktop or concrete construction or such other material as is approved by the aforesaid Committee.

04.11. Each dwelling house shall be constructed with an attached, enclosed garage with a capacity of not less than two and not more than four passenger automobiles for a single-family dwelling.

04.12. No material excavated by reason of building or other construction shall be removed from the subdivision boundaries without the permission of the Developer or its successor in interest hereunder. Building materials and debris shall not be dumped on any lot in the subdivision.

04.13. In conjunction with each dwelling house, each lot owner shall install and maintain a yard light for illuminating the front area of the lot, the design and wattage to be approved by the aforesaid committee, such light to be located at a point not to exceed ten (10) feet to the wide side of the driveway entrance and on a line ten (10) feet from and parallel to the curb line. The light shall be illuminated every day from dusk

to dawn.

04.14. In order to preserve the aesthetic appearance of the existing geographic area with ATEN ACRES PHASE 6, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines, unless approved by the Committee. In such cases, the Committee shall determine the size, location, height, and composition of the fence or their enclosures.

04.15. No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single-family dwelling house, and neither any such accessory outbuilding or any temporary structure shall ever be used as a dwelling house on any of said lots.

04.16. No dwelling house or structure of any kind shall be located on any lot nearer to the street than the building setback lines shown on the recorded plat of the subdivision, and must comply with the R1 Zoning Code Ordinance of the Village Of Princeville.

04.17. No lot shall be used and no dwelling house or garage shall be constructed and used upon any lot for mercantile, commercial, manufacturing, professional or business purposes. No lot in the subdivision or any dwelling house or other approved structure erected thereon shall be used for any immoral or unlawful purpose, and no noxious or offensive trade or activity shall be carried on upon any lot and nothing shall be done thereon which may be or become a nuisance to the neighborhood.

04.18. Every lot owner shall maintain his property in a presentable condition, keeping all weeds cut on the premises. In the event any lot presents an unattractive appearance because of debris or uncut weeds, or other causes, the Developer, its successor in interest hereunder or its designated representative, may notify the lot owner in writing of such condition. If action by the lot owner is not taken within twenty (20) days of such written notice to cure such condition, the Developer, its successor in interest hereunder or its designated representative, reserves the right, at its option, to remove the debris and mow the weeds and charge the costs incurred to the owner of said lot. Developer or its successor in interest shall have a lien against the owner's lot for any such costs that are not paid for by the owner within thirty (30) days written notice from Developer or its successor in interest requesting payment. Said lien shall be perfected upon the recording of a Notice of Lien in the Office of the Recorder of Deeds of Peoria County, Illinois, and may be foreclosed on as in mortgage foreclosure actions.

05.00. **Commencement and Completion of Construction.** Each owner of a lot in the subdivision must commence construction of a dwelling house within one (1) year after purchase of his lot and must complete said construction within one (1) year after commencement. In the event such construction is not commenced, the Developer or its successor in interest hereunder as the case may be, shall have the absolute right, at its option, to repurchase the lot, by repayment of the original purchase price in cash. In the event a dwelling is commenced but not completed within a year thereafter, the Developer or its successor in interest hereunder, shall have the absolute right, at its option, to repurchase such lot for the original purchase price, plus Seventy-five per cent (75%) of the fair cash value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair cash market value thereof, the same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Developer or its successor in interest hereunder and, if necessary, a third arbitrator to be appointed by the first two arbitrators, and the decision of the majority shall be binding upon both lot owner and Developer.

06.00. **Certificate of Compliance.** Upon the request of the owner of any lot, the House Planning Approval Committee will issue an additional Certificate of Compliance stating that the completed dwelling house and other approved structures on such lot or lots are constructed in compliance with these restrictions, if such is the case.

07.00. **Easements.** Easements for public utility installation and maintenance, including installation and maintenance of necessary underground appliances, are reserved as shown on the recorded plat. The right is hereby granted to all public utilities to install, lay, construct, renew, operate and maintain pipes, conduits, cable wires and related equipment underground, with all necessary appliances and related equipment for the purposes of serving the subdivision and adjoining property with gas, electricity, water, sewer, telephone service and cable television, 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 such pipes, conduits, cables, and other appliances and related equipment. Similarly, the right is hereby also granted to use the streets where necessary, for public utility equipment; provided the purposes is granted upon the condition that such use does not obstruct the same or interfere with their use as streets. No permanent dwelling house or other permanent structure shall be placed on such easements but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

08.00. **Lot Division Prohibited.** No lot or lots, as platted, shall be divided so as to result in creation of additional lots.

09.00. **Animal Restrictions.** No animals, other than domesticated house pets, shall be kept or maintained within the subdivision.

10.00. **Vehicle Parking Restrictions.** No vehicles other than passenger cars and pick-up trucks which are owned by the lot owners or guests of the lot owners may be parked or maintained in the subdivision except for the purpose of pickup and delivery.

## **II. HOMEOWNERS ASSOCIATION**

11.00. **Creation and Organization.** A Homeowners association to be known as the ATEN ACRES PHASE 6 HOMEOWNERS ASSOCIATION (hereinafter referred to as Association) shall be organized upon occurrence of either of the following events:

A. Upon the sale of 75% of all the residential building lots in ATEN ACRES PHASE 6 and all additional extensions in said subdivision, or

B. Upon the sale of 50% of all the residential building lots in ATEN ACRES PHASE 6 and all additional extensions in said subdivision together with the written approval of the Developer.

11.01. Said Association shall be created by written instrument of the Developer or its successor in interest and recorded in the Office of the Peoria County Recorder of Deeds, Peoria, Illinois.

11.02. The property subject to the jurisdiction of the Association shall include each lot or part thereof in ATEN ACRES PHASE 6 as depicted on the aforesaid Plat of ATEN ACRES PHASE 6 recorded as Document No.        In the Office of the Peoria County Recorder of Deeds, Peoria, Illinois, and as depicted on subsequently recorded plates of ATEN ACRES PHASE 6.

11.03. All of the lot owners of public record in ATEN ACRES PHASE 6 and all additional extensions in said subdivision shall constitute the membership in the ATEN ACRES PHASE 6 HOMEOWNERS ASSOCIATION. For the purpose of voting at any annual or special Association membership meeting, there shall be one vote with respect to each lot in the subdivision. Voting at meetings of the Association shall be done in person or by proxy signed by the lot owner. Decisions of the Association membership shall be by majority vote of all lots in the subdivision except as to amendments to this Covenant, as provided in paragraph 15.00 hereof. The Developer, as a lot owner, shall be entitled to one (1) vote for each lot in which it retains title.

11.04. The Association shall be managed by five (5) Association Trustees, elected by members of the Association at the initial membership meeting held for such purpose. The initial meeting of the Association shall be held within fourteen (14) days from the date of recording the instrument creating the Homeowners Association. Each of the Trustees elected shall be an owner of a lot in the subdivision (or an officer, partner or beneficiary of non-individually owned lots) and shall serve for a term of one (1) year or until a successor is duly elected. The initial meeting of the trustees shall be held within ten (10) days after the Trustee's election and at such time the Trustees shall elect from their number a President, Secretary and a Treasurer, all of whom shall serve for one (1) year or until their successors are elected. The Secretary shall keep complete records of all actions and proceedings of the Trustees and the Trustees are hereby authorized to act for and on behalf of the Association, as directed in the Association's by-laws as adopted by the membership thereof.

11.05. The Trustees may call special meetings of the Association membership by giving ten (10) days prior written notice to its members. Such notice to a member shall be either personally served or a notice mailed to the last known residence address of the member. Annual meetings of the Association membership shall be held at such reasonable time and place as is designated by the Trustees. The Association shall adopt such by-laws as it from time to time deems necessary or advisable provided that such by-laws are not inconsistent with these provisions in which event the provisions of this instrument shall prevail.

12.00. **Purpose and Duties.** The Association shall be established as aforesaid for the benefit of the subdivision owners. The Association shall have the following powers and duties; provided, however, that nothing hereinafter contained shall prevent any owner from enforcing any restrictions or covenants in his own name:

12.01. To elect Trustees and delegate powers and duties thereto.

12.02. To provide for a general fund to enable said Association to perform its duties and to maintain the land and improvements owned by the Association in the subdivision.

12.03. To enforce, in the name of the Association or in the name of any owner within the subdivision, any and all restrictions and covenants which have hereby or may hereafter be imposed upon lots in said subdivision.

12.04. To provide such lights and the replacement, repair or improvement thereof as the Association may deem advisable on the street and to pay the cost of operating such lighting devices as the Association deems advisable.

12.05. To exercise control of easements in succession to the Developer, its representatives, successors and assigns.

13.00. **Limitation of Homeowners Powers.** It is expressly stated and understood that at no time shall the rights and powers of the Association replace or overrule the decisions, determinations or guidelines established or handed down by the House Planning Approval Committee in relation to the approval or disapproval of applications for Certificates of Approval or Compliance. However, subsequent to the creation of the Association, the Developer may, at its sole option, provide for the members of the House Planning Approval Committee to be appointed by said Association.

### **III. RESTRICTIONS: APPLICATION AND EFFECT**

14.00. **Duration of Restrictions.** The restrictions, reservations and covenants herein described shall run with the land and be binding on all parties acquiring any interest in the property or lots covered hereby, and all persons claiming under them until the same shall be amended, altered or rescinded.

15.00. **Amendments to Restrictions.** These restrictions, reservations and covenants may be amended or rescinded by a declaration in writing signed by the Developer and a majority of the lot owners of record, until such time as the Homeowners Association shall be formed, and thereafter any amendment or rescission shall be made by declarations of the Homeowners Association upon the affirmative vote of two-thirds (2/3) of the then lot owners, which declaration shall be in writing and filed in the Office of the Recorder of Deeds of Peoria County, Illinois, and no such alteration, amendment or rescission shall be valid or binding until so recorded. Any such recorded declaration shall be deemed properly approved by the association membership as provided for in this paragraph and no one need look to the sufficiency of that approval.

16.00. **Waiver of Developer's Rights.** The waiver by the Developer, its agents, or by the House Planning Approval Committee or Homeowners Association, of any rights pertaining to any breach of the covenants, conditions or restrictions contained herein, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under these restrictions so as to prevent enforcement of any rights against similar or additional future breaches thereof.

17.00. **Unenforceable Provisions.** If any one or more provisions of this declaration or its application to any person or circumstances are or should become invalid or unenforceable, the remaining provision of this declaration, or the application of such provision to other persons or circumstances, shall not be affected thereby. If any provision or application thereof is held to be invalid or unenforceable, then a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision.

18.00. **Uniformity of Development.** Any amendments hereto implemented by the Homeowners Association shall be generally consistent with the overall plan and caliber of development illustrated and intended herein, and such amendments shall not be so excessively restrictive nor liberal so as to impede completion of ATEN ACRES PHASE 6 as originally contemplated.

19.00. **Individual Enforcement.** If any party or his heirs or assigns shall violate or attempt to violate any of the conditions, covenants, easements, reservations and restrictions contained herein, it shall be lawful for any other

person or persons owning a lot or lots in ATEN ACRES PHASE 6 to pursue by any proceedings at law or in equity the person or person violating or attempting to violate any such covenant either to prevent such violation or to recover damages. This right to enforcement shall also be vested in the Developer and the Homeowners Association upon its formation.

#### **IV. DEVELOPER'S DUTIES AND LIABILITIES**

20.00. **Transfer of Interest.** Developer may by an instrument in writing and properly acknowledged assign and convey to any other person, corporation, entity or legally constituted trust company as trustee, all right, reservations and privileges herein reserved to it, and Developer shall have the further right to designate in writing and properly acknowledged an agent for Developer to act for and on behalf of Developer in all matters pertaining to this declaration of restrictions and all persons shall have the right to rely on any such written designation as to all actions taken by such agent with respect to matters set forth herein.

**Appoint four members to the House Planning Committee for Aten Acres Phase 6:** Trustee Koller made a motion to appoint the Village President, Superintendent of Public Works, Zoning Officer and the Chairman of the Property Committee to the House Planning Committee for Aten Acres Phase 6. The motion was seconded by Trustee Troutman. President Stahl, roll call vote. Trustees Sutherland, Troutman, Koller, Carton, and Haley voting aye. No nays, Trustee Gilroy Absent. Motion carried.

**Consider and vote on Contracting with Cordis and Cordis Law Office to promote market and do the legal work for Aten Acres Phase 6 with a contract to be established:** Trustee Koller made a motion for Cordis and Cordis Law firm to draw up a contract that would be reviewed and voted on by the Village Board. Trustee Carton seconded the motion. President Stahl, roll call vote. Trustees Sutherland, Troutman, Koller, Carton and Haley voting aye. No nays, Trustee Gilroy absent.

**Discuss updating Princeville Emergency Management Plan:** The plan was last updated in 2004. Trustee Troutman made a motion that all Village employees should be involved in updating the plan, along with the Fire Chief, Ambulance President, Deputy Officer assigned to the Village of Princeville and a representative from the school district. The motion was seconded by Trustee Koller. President Stahl, roll call vote. Trustees Sutherland, Troutman, Koller, Carton and Haley voting aye. No nays. Trustee Gilroy absent.

**Building Permits:** None

**Report from Superintendent of Public Works:** Sanitary sewer lines are in at Aten Acres phase 6 and the contractor is currently working on the storm sewer lines. They will then move on to the water lines and this phase of the project should be done in January. Employees are working on maintenance and snow removal.

**Any other business that needs to be brought before the board:** No news to report on the Dollar General Store, except they have extended the agreement to acquire property, but have not completed any transactions.

**Adjournment:** Trustee Koller made a motion to adjourn. Second by Troutman. President Stahl, voice vote. All ayes, no nays. Motion Carried. President Stahl adjourned the meeting at 8:10 pm.

Mary Ann Mercer

Village Clerk

