

10/15/2004 11:50AM

Will-Call  
Paul Fansaver

**COVENANTS AND RESTRICTIONS**

DANIEL R. DONOHOO  
RECORDER

**FOR "Savannah Crossing" SUBDIVISION** 63/291

DOC FEE: \$26.00  
PAGES: 12

**KNOW ALL MEN BY THESE PRESENTS,**

26.00 FF  
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**That Whereas,** SAVANNAH CROSSING DEVELOPMENT, INC., an Illinois Corporation, is the Owner of the following described real estate, to wit:

See exhibit A for legal description.

**NOW, THEREFORE,** in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid Lots 01-321, inclusive, to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, and portion thereof, for use and sale, subject to the following covenants, conditions, and restrictions, and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until June 23, 2023 at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the Owners of at least 67 percent of the lots, it is agreed to change said Covenants and Restrictions in whole or in part; until the last lot in the subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned after receiving necessary approvals from the Village of Glen Carbon. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to June 23, 2023 or thereafter, by approving vote of all of the Owners of at least 67 percent of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowner's Association hereinbelow established, in the Recorder's office of Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These Covenants and Restrictions may not be amended or modified at any time without presenting the issue to the Planning and Zoning Commission of the Village of Glen Carbon, or its successors, and receiving the approval of the Board of Trustees of the Village of Glen Carbon.

After the original Covenants and Restrictions (and thereafter any rescission or amendments thereto) have been recorded with the Office of Recorder, Madison County, Illinois, the Developer or Homeowner's Association, as the case may be, shall provide a properly recorded copy of same to the Village of Glen Carbon.

2. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any Lot other than on detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage.

3. **SIDEWALKS.** The Owner of each Lot shall construct a sidewalk (or sidewalks) on each such Lot, as required by the Village of Glen Carbon's Subdivision Control Ordinance at such Lot Owner's expense. This obligation shall exist whether the sidewalk(s) is constructed on private property, on the road right-of-way, or partially on each. A green space, four (4) feet wide, shall be maintained between the sidewalk(s) and the back of the gutter and all sidewalk(s) shall be four (4) feet wide. The sidewalk(s) as required by this section shall be completed within one (1) year of the initial sale and transfer of title to each such Lot by Savannah Crossing Development, Inc., regardless of whether any building has been erected upon such Lot. Provided further, that no building shall be occupied until such time as the sidewalk(s) required hereby have been completed.

If any Lot Owner fails to complete said sidewalk(s) as required by the Village of Glen Carbon and this section, the Homeowner's Association may make demand upon the Lot Owner for such completion within sixty (60) days. In the event the Lot Owner fails to comply with such demand, the Homeowner's Association may complete said sidewalk(s) and bill the cost thereof to the said Lot Owner. In the event the homeowner or Homeowner's Association fails to repair or maintain the sidewalks as herein provided, The Village of Glen Carbon may make said repairs and charge the cost thereof to the homeowner and/or impose a lien upon the real estate where said repairs were made. The Village of Glen Carbon shall have the power and authority to maintain an action to foreclose upon said lien. If the Homeowner's Association completes said sidewalk(s) and the bill is not paid within thirty (30) days, a lien may be filed that will then attach to such Lot in the manner provided in Section 22 below.

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than twenty-five (25) feet from any rear lot line, except for Lots 9, 10, 11, 12, 13, 14, 15, 16, and 17 which shall not be closer than twenty (20) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

5. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned Savannah Crossing Development, Inc. (hereinafter called the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor or Construction Company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas,

- and location of all structures on the Lot;
- F. Landscaping plan;

The Architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of death, dissolution or resignation of said initial member while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Committee until all Lots in the Subdivision are sold. The above named members of the Architectural Control Committee will have absolute discretion in the approval or disapproval of any structure in the subdivision pursuant to these Covenants and Restrictions.

After the residents become officers and directors of the Homeowners Association, then the resident officers shall appoint 3 or more members to an Architectural Control Committee for the sole purpose of dealing with issues related to lots that have had occupancy permits issued by the Village of Glen Carbon. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowner's Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

**ARCHITECTURAL CONTROL OVER THE LOTS THAT HAVE NOT HAD OCCUPANCY PERMITS ISSUED BY THE VILLAGE OF GLEN CARBON WILL REMAIN THE RESPONSIBILITY OF THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED BY THE OFFICERS OF THE DEVELOPER.**

As stated in number six (6) of these Covenants and Restrictions no entity has authority to provide a variance for the placement of swimming pools. The placement of swimming pools must be in compliance with number six (6) of these Covenants and Restrictions.

**6. DWELLING SIZE AND MISCELLANEOUS.**

No one-story dwelling shall be permitted, on any Lot, which has less than 1,250 square feet or more than 1,600 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half story or two story dwelling shall be permitted, on any Lot which has less than 1,500 square feet or more than 2,050 square feet of such floor space maximum. The character and design of garages must conform to the character and design of the dwelling structure.

<u>Lots</u>	<u>Ranch</u>	<u>2 Story</u>
1-321	1,250-1,600 Sq. Ft.	1,500- 2,050 Sq. Ft.

Notwithstanding the foregoing, following issuance of an initial occupancy permit by the Village of Glen Carbon, a Lot Owner may apply to the Architectural Control Committee and the Village of Glen Carbon for permission to modify the dwelling in such manner that the maximum square footage specified by this Section 6 is exceeded. The granting of such permission shall be within the discretion of said Committee and Village; Provided, however, no grant of permission as aforesaid shall be in violation of or at variance with the then current requirements of the Village for building setbacks.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. **No swimming pool shall be located in any front yard or side yard up to the rear of the dwelling structure or closer than 15' to any side or rear lot line. There shall be no variances to this 15 foot requirement, from either the Homeowner's Association or the Village of Glen Carbon.** All swimming pools shall adhere to the fence requirements established by the Village of Glen Carbon. When a swimming pool is drained the discharge hose must be drained directly into the storm sewer system. Basketball goals will be allowed, provided they are freestanding of the residential structure. The Type and style of basketball goals must be approved by the Architectural Control Committee/Homeowners Association prior to installation. Basketball goals shall be prohibited on cul-de-sacs and Village Public Streets. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior wall of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, trailers, vans, motor homes, recreational vehicles, or boats will be permitted to be stored outside the dwelling or outside the garage on any Lot in the Subdivision.**

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.

Attached as exhibit B is a list of types of building materials that must be used for construction or remodeling of the structures erected in the subdivision.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Committee.

No retail business of any kind shall be permitted in the Subdivision, nor any other business except home offices not open to the public that are permitted under the ordinances of the Village of Glen Carbon.

Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but shall be located at least 20 feet from any Lot line.

Each Lot Owner shall comply strictly with the setback and building lines shown on the

aforesaid Plat of the Subdivision.

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish types, styles and locations must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. **GARAGE REQUIREMENTS.** Each Lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete or block and subject to the Village of Glen Carbon's requirements.

Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.

9. **BRICK REQUIREMENTS.** The home that may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **The front exterior wall surface (or surfaces) of all homes erected in the Subdivision shall be constructed of brick or brick veneer or stone over at least twenty-five percent (25%) of the area** (excluding gables, windows and doors). The balance of the exterior walls may be natural wood siding, finished hardboard type siding, concrete board type siding, vinyl siding or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

10. **FENCE REQUIREMENTS.**

A. **Drainage Easements:** No wall, fencing, structure, impediment or other obstruction of any kind shall be allowed within or upon any part of the easements for drainage shown on the plat of Savannah Crossing Subdivision. In the event of a violation of the provision, the Homeowners Association or the Architectural Control Committee thereof may, upon 3 days' written notice to the Lot Owner of the property on which such obstruction is situated, remove such obstruction and bill all costs therefore to the Lot Owner. If said bill remains unpaid for more than 30 days, a lien may be attached and filed against said Lot in the manner provided for in Section 22 hereof.

Any wall, fence or fencing constructed or erected within or upon any type of easement other than drainage easement shall comply with the provisions of Section 10 (B) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

B. **Other Fence Construction:** No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot nor on the side yard up to the rear of the dwelling structure, nor on any side of a dwelling along a street between a line or lines intersecting that side of the

house and parallel with that street. **No wall, fence, or fencing over 5 feet in height shall be allowed on any Lot**, nor shall any wall, fence or fencing be located closer than one foot to any Lot line (without written permission of the Architectural Control Committee). All walls, fences and fencing shall be vinyl, PVC, wood, or professionally constructed wrought iron construction, and be compatible with the natural surroundings, subject to the conditions herein set out for materials. **No chain link, wire, or other metal wall, fence, or fencing shall be permitted, except for professionally constructed black wrought iron fence.** All walls, fences, and fencing must be submitted to, and approved by the Architectural Control Committee, and the Village of Glen Carbon prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 22 below.

**ALL FENCES SHALL BE WHITE UNLESS ARCHITECTURAL CONTROL COMMITTEE PROVIDES WRITTEN VARIANCE, EXCEPT FOR PROFESSIONALLY CONSTRUCTED BLACK WROUGHT IRON FENCE.**

11. **UNDERGROUND PIPELINE EASEMENT.** For Lots effected by the underground pipeline easement; no trees, fences swimming pools, pavement, etc. shall be allowed in the easement area. For a complete list of the underground pipeline easement restrictions, refer to the recorded easements.

12. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) ARCHITECTURAL GRADE SHINGLES OR BETTER.** Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. **NO 3 TAB SHINGLES ARE PERMITTED.** All roofs must have a **MINIMUM OF A 6/12 PITCH.**

13. **MAILBOXES.** All Lot Owners will be required to install **MATCHING MAILBOXES AND FRONT YARD LIGHTS,** which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the Lot Owner.

14. **LIVESTOCK AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

15. **SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the back building line of the dwelling unit will be **landscaped with grass sod.** The balance of the yard must be seed and straw. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

Each property Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot will always present a neat and attractive appearance. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

16. **CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.** During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a

dumpster or suitable container. All construction work on any residence must be completed within twelve (12) months of ground breaking.

The burning of any material outside of any dwelling house shall be prohibited, including the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the Village of Glen Carbon.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto adjoining property or public right of way. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lots or lot.

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the Village of Glen Carbon is issued.

17. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operations etc., oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot. This does not in anyway prohibit the rights of the undersigned pipeline easement owner to use its easement.

18. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

19. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision or those allowed by the Glen Carbon Village code.

20. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the abovementioned-recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

21. **FUTURE ROAD EXTENTIONS.** Road extensions will be extended from Savannah Crossing to future North and East developments. Specific locations to be determined in future phases of Savannah Crossing.

22. **ASSESSMENTS.** Annual dues will be set and assessed and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, lake, detention basins, drainage and entrance

improvements, any amenities in the Subdivision for the use of Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot. Any unpaid assessments against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such lien. The owners of each Lot shall collectively own one share in the Homeowners Association.

Savannah Crossing Development, Inc. shall be entitled to cast one vote for each fully developed Lot that it owns in the subdivision.

**23. HOMEOWNERS ASSOCIATION.** By January 1, 2006, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of the developer. The Homeowners Association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Savannah Crossing Homeowners Association, Inc., (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, boulevards, easements, common areas, and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2009. Until such time as title is conveyed to the Homeowners Association, the Developer shall maintain said common areas, after the property is conveyed to the Homeowners Association the property shall be maintained by the Homeowners Association. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

Outlot A, B, and C along Old Troy Road, shall be an easement and intended for the joint use for access to easement and common (vehicular & pedestrian) installation, maintenance and repair for storm drainage, sanitary sewer, storm sewer, water main, gas, electric, telephone, cable television, and road construction and maintenance purposes.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the Village of Glen Carbon, the Village of Glen Carbon shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowner Association or both.

**The initial homeowners association dues will be \$50.00 per lot per year. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 of each year. The developer shall be assessed annually no more than \$25.00 per fully developed unsold lot it owns.**

**Lots not fully developed are not subject to Homeowner's Association dues.**



24. **SPECIAL TAXING DISTRICT FOR COMMON AND DETENTION AREA MAINTENANCE.** In the event the Homeowners Association, Developer, and Owners fail to comply with and fulfill the duties and obligations imposed upon it by Section 22, the Village may take all appropriate judicial or legislative action to form a special taxing district. The boundaries of the special taxing district shall include all of the property subject to these Restrictions. If formed, the purpose of the special taxing district shall be to raise sufficient sums to pay for the cost of performing the actions required in Section 22, including maintenance of common grounds, common areas, storm water detention areas, and storm water detention systems which serve the Subdivision.

By accepting title to a parcel of ground subject to these Restrictions, all parties consent to and agree to be bound by these Restrictions, including the obligation to pay all such taxes levied by a special taxing district, if formed.

The Homeowners Association will assume responsibility for the maintenance of all common grounds, including the bike trail access shown on the Subdivision plat which has been reserved as Green Space. Upon failure of the Homeowners Association to maintain the common grounds for a period of 30 days after receiving written notice from the Village of Glen Carbon of Code or Ordinance violations, the Village of Glen Carbon shall have the right to maintain the common grounds or correct the violations and shall charge the costs for same to the Homeowners Association and may place a lien for said costs upon the lots and/or Homeowners Association.

The following provisions shall be in force in the event the Homeowner's Association fails to fulfill the duties imposed upon it under Section 22 hereof, and the Developer and the Owners likewise fail to perform said obligations.

25. **OTHER SPECIAL TAXING DISTRICTS -- ROADWAY:** The property owners agree to an annual levy by real estate taxation by the Village of Glen Carbon for the improvements to public roadways, that benefit this development, in an annual amount not to exceed \$1.00 per \$100.00 of assessed valuation. Assessed value is established by Madison County on an annual basis.

The improvements may be used to upgrade Old Troy Road and for a future interchange planned at I-270 and Old Troy Road.

A separate development agreement will be executed for this special tax.

26. **SCHOOL IMPACT FEES:** This Subdivision plat is subject to and shall abide by the requirements of the Village of Glen Carbon Educational Facilities Impact Fee Ordinance as established by Ordinance No. 2004-9 on behalf of the Edwardsville Community School District No. 7.

27. **OFF-SITE ROADWAY AND SANITARY SEWER ASSESSMENTS:** Pursuant to the Development Agreement which has been entered into for this Subdivision, off-site roadway and sanitary sewer fees shall be collected by the Village of Glen Carbon at the time building permits are issued by the Village. These fees are in addition to the normal building permit fees collected by the Village of Glen Carbon and the educational facilities impact fees collected on behalf of the Edwardsville Community District No. 7.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned have set their hands this 24<sup>th</sup> day of September, 2004.

**SAVANNAH CROSSING DEVELOPMENT, INC.**

By: [Signature]  
Robert L. Plummer,  
President/Secretary

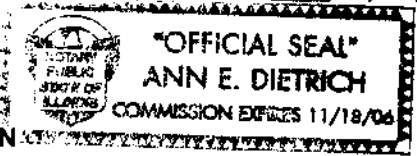
STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF MADISON        )

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT

**ROBERT L. PLUMMER,**

personally known to me to be the President/Secretary of the Corporation which signed the foregoing document, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of September, 2004.



Ann E. Dietrich  
Notary Public

**VILLAGE OF GLEN CARBON**

By: [Signature]  
President

Date: 8/5/04

Attest: [Signature]  
Village Clerk

Date: 8/5/04

Prepared By & Return To:  
Ronald D. Lowery  
Attorney at Law  
514 E. Vandalia  
Edwardsville, IL 62025

## EXHIBIT A

### **Tract #1:**

A tract of land being part of the North Half Section 25, Township 4 North, Range 8 West of the Third Principal Meridian, County of Madison, State of Illinois and being more particularly described as follows:

Commencing at the northeast corner of said North Half of Section 25; thence on an assumed bearing of South 00 degrees 40 minutes 16 seconds East, on the east line of said North Half of Section 25, a distance of 980.99 feet to the northeast corner of a tract of land described in Deed Book 2593 on page 383 and the Point of Beginning of the tract herein being described:

From said Point of Beginning; thence South 89 degrees 34 minutes 31 seconds West, on the northerly line of said tract of land described in Deed Book 2593 on page 383, a distance of 2694.10 feet to the northeast corner of a tract of land described in Deed Book 3420 on page 763; thence South 01 degrees 58 minutes 09 Seconds East, on the easterly line of said tract of land described in Deed Book 3420 on page 763, a distance of 289.96 feet to the southeast corner of said tract of land described in Deed Book 3420 on page 763; thence South 86 degrees 45 minutes 11 seconds West, on the southerly line of said tract of land described in Deed Book 3420 on page 763, a distance of 177.04 feet to the southeast corner of a tract of land described in Deed Book 3027 on page 905; thence South 77 degrees 12 minutes 51 seconds West, on the southerly line of said tract of land described in Deed Book 3027 on page 905, a distance of 189.22 feet to the northeasterly right of way line of State Aid Route 1 (a.k.a. Old Troy Road) 40 feet wide; thence South 32 degrees 43 minutes 55 seconds East, on said northeasterly right of way line of State Aid Route 1, a distance of 458.97 feet; thence North 89 degrees 34 minutes 31 seconds East, a distance of 2805.86 feet to the east line of said North Half Section 25; thence North 00 degrees 40 minutes 16 seconds West, on said east line of the North Half Section 25, a distance of 727.00 feet to the point of beginning.

### **Tract #2:**

Part of the Northeast Quarter of Section 25 in Township 4 North Range 8 West of the 3<sup>rd</sup> Principal Meridian, County of Madison, Illinois and being more particularly described as follows, to-wit:

Commencing at an old stone which marks the Northeast of said Section 25; thence South 00 degrees 40 minutes 16 seconds East, on the East line of said Section 25, a distance of 1707.99 feet to the Point of Beginning of the tract herein being described:

From said Point of Beginning; thence continuing South 00 degrees 40 minutes 16 seconds East, on said East line of Section 25, a distance of 459.10 feet to the northerly right of way line of Glen Carbon Heritage Trail; thence South 68 degrees 41 minutes 40 seconds West, on said northerly right of way line of Glen Carbon Heritage Trail, a distance of 2170.74 feet to the northeasterly right of way line of State Aid Route 1 (a.k.a. Old Troy Road); thence North 32 degrees 43 minutes 55 seconds West, on said right of way line of State Aid Route 1 (a.k.a. Old Troy Road), a distance of 1458.61 feet to the southerly line of a tract of land described in Deed Book 4474 on page 58; thence North 89 degrees 34 minutes 31 seconds East, on said southerly line of a tract of land described in Deed Book 4474 on page 58, a distance of 2805.76 feet to the Point of Beginning.

## **EXHIBIT B**

### **Minimum Building Specifications**

- 2 x 10 #1 pine floor joists or Engineered I joists
- 2 x 4 stud walls
- ¾" tongue and groove OSB floor (or ¾" T & G plywood)
- R-13 exterior wall insulation
- R-30 ceiling – house; R-19 ceiling – garage insulation
- ½" OSB roof (or 15/32 plywood)
- 30 year (Approximately 240#), laminated architectural grade roof shingles minimum
- 6/12 minimum roof pitch for trusses
- insulated windows (vinyl, wood, or aluminum)
- steel garage doors (no fiberglass)
- steel entrance door
- vinyl siding
- 25% brick on front elevation – first floor (excluding doors, windows, and gables)
- aluminum soffit
- aluminum gutters
- two-car attached garage minimum
- two car off street parking minimum
- basements unless variance granted
- two full bathrooms minimum
- three bedrooms minimum
- sidewalks by builder or lot buyer
- garage interiors must be completely drywalled
- matching mailboxes, of a design specified by developer (included in lot price)
- matching yard lights, of a design specified by developer (included in lot price)

The foregoing Minimum Building Specifications ("MBS") are to be incorporated into the Covenants and Restrictions for property in the Savannah Crossing Subdivision, and shall thereby apply to and be enforced against each Lot of said subdivision. It shall be the responsibility of the initial builder or initial lot buyer of Lots in Savannah's Crossing Subdivision to ensure that compliance with the MBS is made.

**END OF DOCUMENT**