

**FIRST AMENDMENT TO THE
COVENANTS AND RESTRICTIONS
FOR SAVANNAH CROSSING
SUBDIVISION**

Prepared by and return to:

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Post Office Box 188
Highland, Illinois 62249
Telephone 618.654.8341

COPY

This FIRST AMENDMENT to the Covenants and Restrictions For Savannah Crossing Subdivision ("Amendment") is dated this 20th day of July, 2018, pursuant to authority of the undersigned in accordance with the Covenants and Restrictions For Savannah Crossing Subdivision as hereinafter defined, all for, *inter alia*, as approved by and for the benefit of the owners of property and improvements in said subdivision.

Recitals

Whereas, the Covenants and Restrictions For Savannah Crossing Subdivision ("Covenants and Restrictions") were recorded with the Madison County, Illinois Recorder on October 15, 2004 as Document Number 2004R62022; and

Whereas, Section 1 of the Covenants and Restrictions provides that until June 23, 2023 or thereafter, the Covenants and Restrictions "may be amended or rescinded at any time prior to June 23 or thereafter, by approving vote of all the Owners of at least 67% of the Lots...; and

Whereas, Section 1 of the Covenants and Restrictions further provides that any such amendment "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"; and

Whereas, the following amendments to the Covenants and Restrictions were duly approved in accordance with the Covenants and Restrictions.

NOW THEREFORE, incorporating the above recitals, the Covenants and Restrictions are hereby specifically amended as follows:

A. The third paragraph of Section 6. DWELLING SIZE AND MISCELLANEOUS shall be deleted in its entirety and replaced with the following:

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 above ground pool will be permitted, even if partially buried. Any swimming pool or hot tub must be submitted for review and approved by the homeowners Architectural Control Committee before installation. All swimming pools shall adhere to the fence and swimming pool 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/Homeowner's 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.

B. Section 10, Subsection B. Other Fence Construction shall be deleted in its entirety and replaced with the following:

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, 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, wood 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 Homeowner's 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.

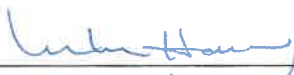
ALL FENCES SHALL BE WHITE UNLESS ARCHITECTURAL CONTROL COMMITTEE PROVIDES WRITTEN VARIANCE, EXCEPT FOR PROFESSIONALLY CONSTRUCTED BLACK WROUGHT IRON FENCE.

C. The Affidavit of Secretary, as attached hereto as Exhibit 1, is incorporated herein by reference as and for the affidavit required by Section 1 of the Covenants and Restrictions to certify said vote by the secretary of the Homeowner's Association.

D. Except as otherwise specifically provided herein, all of the remaining terms and provisions of the Covenants and Restrictions shall remain in full force and effect without rescission or amendment.

Dated this 20th day of July, 2018.

Savannah Crossing Homeowner's Association, Inc.

By: 
MIKE HOMANN, President

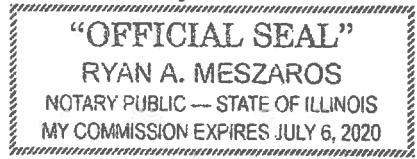
Attest:


By: 
Megan Irvin, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Michael (Mike) Homann, as President of Savannah Crossing Homeowner's Association, Inc., personally known to me (or proven by satisfactory evidence) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer the undersigned party signed, sealed and delivered this instrument as that person's free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of July, 2018.



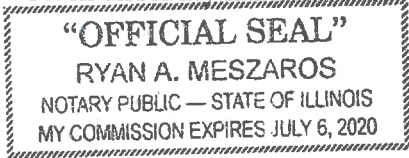

Notary Public

My Commission expires: 07-06-2020

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Megan Irwin, as Secretary of Savannah Crossing Homeowner's Association, Inc., personally known to me (or proven by satisfactory evidence) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer the undersigned party signed, sealed and delivered this instrument as that person's free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of July, 2018.



Ryan A. Meszaros
Notary Public

My Commission expires: 07-06-2020

EXHIBIT 1

AFFIDAVIT OF SECRETARY

The undersigned does hereby certify that I am the duly serving secretary of Savannah Crossing Homeowner's Association, Inc. ("Association"), and do certify and state as follows:

1. The Association is a not-for-profit Illinois corporation, registered with the Illinois Secretary of State and in good standing under and pursuant to the laws of the State of Illinois.

2. As of 7/20th, 2018, Mike Homann was the duly serving president of the Association.

3. As of 7/20, 2018, the undersigned was the duly serving secretary of the Association.

4. The First Amendment to the Covenants and Restrictions For Savannah Crossing Subdivision ("Amendment") dated 7/20, 2018, to which this Affidavit is an exhibit, was duly adopted in accordance with Section 1 of the Covenants and Restrictions For Savannah Crossing Subdivision ("Covenants and Restrictions"), as such Covenants and Restrictions were recorded with the Madison County, Illinois Recorder on October 15, 2004 as Document Number 2004R62022.

5. I do further certify that all notice required by the Covenants and Restrictions and/or applicable law was given and provided, and that at a duly constituted meeting held for such purpose, the Amendment to the Covenants and Restrictions was approved by the Owners of at least 67% of the Lots in the Savannah Crossing Subdivision.

Further affiant sayeth naught this 20 day of July, 2018.

Savannah Crossing Homeowner's Association, Inc.

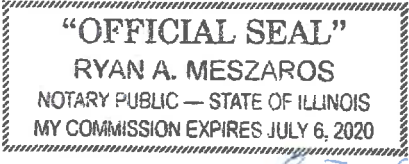
By: Megan Irwin
Megan Irwin Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Megan Irwin, as Secretary of Savannah Crossing Homeowner's Association, Inc., personally known to me (or proven by satisfactory evidence) to be the same person whose name is subscribed to the foregoing instrument, appeared before me

this day in person and acknowledged that as such officer the undersigned party signed, sealed and delivered this instrument as that person's free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of July, 2018.



[Handwritten Signature]
Notary Public

My Commission expires: 07-06-2020