

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
"CEDAR RIDGE"
SINGLE FAMILY SUBDIVISION**

CEDAR RIDGE DEVELOPMENT, LLC ("Developer"), the Owner of the following described real estate:

[SEE ATTACHED EXHIBIT A.], to be platted as "Cedar Ridge Subdivision"

SITUATED IN MADISON COUNTY, ILLINOIS;

Hereafter, "the Subdivision"; does hereby impose upon said real estate the following Restrictions, and does hereby declare that the said real estate shall hereafter be owned, conveyed and developed in accordance with and subject to the provisions hereof ("Restrictions").

WHEREAS, Declarants believe that the best interests of the Subdivision will be served by the covenants, conditions and restrictions set forth below and that said covenants, conditions and restrictions are necessary to maintain the value of the property located within said Subdivision; and

WHEREAS, Declarants further believe that said covenants, conditions and restrictions will serve to present the Subdivision as a desirable residential neighborhood and to maintain and enhance the value of the homes to be developed therein;

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

1. **BUILDING LOCATION.** No house shall be located closer to any street or side or rear lot line than permitted by the ordinances of MADISON COUNTY. No building shall be located on any Lot nearer to any street line than the building lines shown on the Plat of the subdivision. No structure shall be located closer than fifty (50) feet from any side lot line, or closer than fifty (50) 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 line between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Restrictions. The combination of two or more lots to function as one will require Madison County approval. If there are any recorded easements between the adjoining lots, the lots cannot be combined to function as one lot.

For purposes of the setback requirements herein, terraces, decks, patios, porches, and retaining walls, which are not permanently roofed over, flagpoles, statuary, cornices, sills, eaves, gutters, downspouts, and ornamental features projecting eighteen inches (18") or less into a yard, shall not be considered a part of the building; terraces, porches, patios, decks, or other similar structures, which are permanently roofed-over, shall comply with all setback requirements.

2. PLANS AND SPECIFICATIONS.

3.1 An Architectural Control Committee (hereinafter called the "ACC") is hereby established, which shall initially be comprised of the officers or appointees of the undersigned CEDAR RIDGE DEVELOPMENT, LLC. The following documents shall be submitted to the ACC 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 and 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;
- G. Grading plan.

Additional items or clarifications may be requested by the ACC.

The ACC reserves the right to require lot Owner to provide a plot plan prepared by an engineering firm acceptable to the ACC that establishes the elevation and the location of the dwelling. Plot plan must be approved by ACC before construction can begin. The cost of these services shall be the responsibility of the lot Owner.

The ACC shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Restrictions including the authority to make exceptions to exterior materials for the dwelling including, but not limited to, the masonry requirements as described below. No improvements whether original or replacement, shall be constructed on any lot without the prior approval of the ACC established herein. All improvements, whether original or replacement shall comply with the Architectural Controls set forth herein, unless otherwise approved by the ACC.

It is fully realized that wide discretion is given to the ACC's judgement relating to whether or not a given residence fits the general architectural style of the Subdivision. The purpose of this discretion is not to restrict architectural innovation, nor to ensure that all residences are similar, but is intended to give the ACC complete and open discretion in relation to the design of residences so that they complement one another. By contracting to purchase, or the purchasing of a lot in the Subdivision, the Owner(s) agree(s) unreservedly, to grant the ACC the power of approval as to architectural design or style and materials used, and this restriction shall not be subject to action by an Owner(s) to set it aside, the purchase of a lot in the Subdivision, as aforesaid, constituting a waiver of any objection to this restriction.

The ACC 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 to be 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 ACC 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 ACC shall hold office until all Lots in the Subdivision are sold. In case of the death, dissolution or resignation of said initial members while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the ACC until all of the Lots in the Subdivision are sold. Commencing with the sale of the last of the Lots in the Subdivision, the Homeowners Association herein-below described shall elect three members of the ACC. At the first such meeting, two members of the ACC 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 ACC shall have two (2) weeks to respond to any submittal or request. Said two weeks shall expire at 5:00 p.m. on the 14th (fourteen (14) calendar days) day following the receipt of submittal or request exclusive of weekends or holidays. Submittal can be provided by email, USPS or in person.

No improvements, whether original or replacement, shall be constructed except in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations.

To the extent that any conflict exists between the terms and conditions of this declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by application of the more stringent provision, providing the higher or better quality result. However, the more stringent cannot violate any codes, laws or ordinances.

4. **DWELLING SIZE AND MISCELLANEOUS.**

4.1 No one-story dwelling shall be permitted which has less than **two thousand one hundred (2,100)** square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies.

4.2 No split-foyer or A frame dwellings shall be allowed, nor any design or architecture inconsistent with the general architectural style of the Subdivision.

4.3 No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any lot. Small, exterior satellite dishes attached to the dwelling house shall be permitted if installed on the rear of the house, not visible from the street and not to exceed 24 inches in diameter.

4.4 No recreational apparatus will be permitted in any front yard or side yard. Recreational apparatus, including swing sets, swimming pools, playground equipment,

trampolines or similar devices shall not be located in the front or side yard of any lot. No above ground pools or will be permitted. Type and style of basketball courts must be approved by the ACC/Homeowners Association prior to installation. No mobile or temporary basketball or soccer goals will be allowed to be erected at the street or curb within the subdivision. The ACC shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions. In ground pools are allowed, but detailed plans must be submitted to the ACC for review and approval before construction begins.

4.5 Yards: Front yard means the open space on a lot, lying between the front lot line and a line parallel to the front lot line that runs through a point of the structure that is closest to the front lot line. Rear yard or back yard means the open space lying between the rear lot line and a line parallel to the rear lot line that runs through a point of the structure that is closest to the rear lot line. Side yard means the area along a side lot line between the front yard and the rear yard.

4.6 All utility connections, meters, units, or other apparatus pertinent thereto shall be located in such manner or screened by landscaping so as not to be visible from the front of the lot whenever possible. All propane tanks must be buried and not visible.

4.7 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.

4.8 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.

4.9 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.

4.10 Each Lot with a dwelling shall have an attached garage. A port o cochere or breezeway may be permissible if approved by the ACC. All buildings, including garages, shall be attached to the dwelling structure. The character and design of garages must conform to the character and design of the dwelling structure. Any exceptions must be approved by the ACC.

4.11 No trucks larger than one ton, trailers, or commercial vehicles will be allowed to stand upon any building area, other than service vehicles making deliveries, trucks used during construction for delivery or construction by Developer, Contractors or Sub-Contractors and light pickup and panel trucks, except for temporary construction/sales trailers used by Developer. Said trailer(s) shall be limited to no more than two and shall not be allowed on site longer than two years from the date of final plat approval. No boats, campers, trucks (except pickup trucks), mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage of any home in the Subdivision, parked overnight or longer than eight hours on the streets of the Subdivision.

4.12 A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area may include the interior space of the garage and a minimum of 400 square feet of additional space of which driveway may be included. No exterior paved parking area, other than the driveway, may be located in the front yard without prior approval of the ACC. Any exterior parking area will be restricted to operable automobiles. The paving materials of all parking areas, driveways, and turnarounds shall be portland cement concrete. Any exceptions to these materials must be approved by the Developer before installation.

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

4.14 Nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood which must be stored in the defined back yard (firewood shall be kept at least ten (10) feet from any adjacent property line), 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 receptacles, or visible clotheslines shall be allowed and it is strongly encouraged that ample space for garbage receptacles be provided for in the garage of the dwelling and out of view of the general public. Garbage receptacles placed outside for collection must be stored by the end of the day of collection. Pool house type structures may be allowed subject to the prior written approval of the ACC. Said pool house type structures must be of similar design and construction as the primary dwelling. Drawings and specifications for pool house type structures must be submitted to the ACC for approval. In addition, the location of permanent pool equipment, such as pumps, filters, hoses, etc. must be located so as not to create a visible nuisance to neighbors or common areas and should not be visible at all from the street. Location and plans for said equipment must be approved by the ACC. If not, the homeowner may be asked to relocate the equipment at their expense.

4.15 Any lot on which a residential structure has been constructed may also construct one (1) accessory building, exclusive of a garage attached to the residential structure. The term accessory building shall include all unattached garages, sheds, buildings, pool houses, or other similar structure. Such accessory buildings shall not exceed one thousand two hundred (1,200) square feet in size. Notwithstanding the foregoing, a lot owner may construct two (2) accessory buildings, so long as one (1) of the accessory buildings is a pool house and both accessory buildings collectively remain less than one thousand two hundred (1,200) square feet in size. All accessory buildings constructed on the Premises shall be approved by the Architectural Control Committee prior to the beginning of construction. No accessory building shall be larger than one (1) story in height and must conform aesthetically to the residential structure. All accessory buildings shall have a foundation and shall not be portable.

4.16 All dwelling houses that may be erected in the subdivision shall be constructed of good quality, new materials, suitable for use in the construction of residences, and no old

building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame, split foyer design, modular or mobile homes, or underground homes are allowed, nor any design inconsistent with the general architectural style of the subdivision. By contracting to purchase or by purchasing a lot in the subdivision, the Owner(s) agree(s), unreservedly, to grant to the ACC the power of approval as to architectural design or style and materials used; this restriction shall not be subject to action by an Owner(s) to set it aside, it being deemed that the purchase of a lot in the subdivision, as aforesaid, constitutes a waiver of any objection to this restriction.

4.17 Brick, brick veneer, masonry (EIFS (Dryvit) may be acceptable), or stone (natural or cement product) is required on at least **40%** of the entire exterior wall surface of the 1st floor, excluding the back wall of the house, of a **ranch or one-story home**. Said requirement can be reduced to **25%** of exterior wall surface of 1st floor if masonry material is all stone veneer. Windows and doors may be excluded from the percentage calculations. Brick, brick veneer, masonry or stone must be installed on the front and one or both sides. Brick, brick veneer, masonry or stone installed on the back wall of the home is encouraged, but does not contribute to the requirement.

On a **two-story or one and one half story** home, the requirement can be met by combining on the front and or sides the equivalent of **50%** of the entire exterior wall surface of the 1st floor, excluding the back wall of the house, with brick, brick veneer, masonry or stone. Said requirement can be reduced to **25%** of exterior wall surface if masonry material is all stone veneer. Windows and doors may be excluded from the percentage calculations. Brick, brick veneer, masonry or stone must be installed on the front and one or both sides. Brick, brick veneer, masonry or stone installed on the back wall of the home is encouraged, but does not contribute to the requirement.

Whenever an **exterior insulation and finish system (EIFS)** is proposed, it shall conform to the requirements of this paragraph. In addition to all relevant requirements of the Building Code:

- A. All penetrations shall be flashed.
- B. A water-resistant barrier to be installed over the building substrate.
- C. A drainage spacer or mat system to be used to direct water that may penetrate the system to the exterior.
- D. The foam board to be mechanically fastened. If Contractor proposes an alternative, such as an adhesive fastener, the Contractor shall provide the ACC with a technical submission in sufficient detail for the ACC to analyze any proposed alternative. The ACC shall have absolute discretion as to the acceptability of the proposed alternative.
- E. All mechanical fasteners to be corrosion resistant screws.
- F. System to be caulked per the manufacturer's recommendation.
- G. Control and expansion joints to be per plan, but not more than system manufacturer's recommendation
- H. Contractor to provide the ACC with copy of manufacturer's recommended installation instructions and copy of certified Installer certificate.
- I. Contractor to schedule inspection with the ACC at least 48 hours before installing foam, before coating foam board and after base coat is applied.

- J. Contractor to provide ACC with copy of installer's certification that work conforms to manufacturer's recommendations and City code.
- K. Contractor to provide EIFS insurance coverage.
- L. ACC may approve modifications to this criteria provided any changes do not diminish the intent to provide a water managed system that directs water to the exterior.

Also, any home that is situated on a lot in a manner that exposes one side of the home to a street is required to cover in brick that side facing the street up to a wainscote level or approximately 4 feet in height at a minimum.

The ACC, in its sole and absolute discretion, may approve an exception to the masonry requirement of each home. Masonry requirements will be reviewed for each home by the ACC, which will have absolute authority and discretion in approving said masonry requirement. The intent of the ACC concerning the masonry requirement is to provide a wide latitude and discretion to allow architectural styles appropriate for the Subdivision and encourage a mix of materials that are attractive, durable and low maintenance.

Any concrete portions of foundations exposed greater than eight (8) inches above grade shall be covered with masonry or alternative material pre-approved by ACC.

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, under-eave, overhang and porch areas. The ACC shall have the sole and absolute discretion to approve or disapprove the choice of any materials to be utilized in the construction and exterior finish of any improvements, including color selections for brick, siding, roofing materials, fencing, walls, and walkways. The exterior materials and colors shall specifically be a part of the approval process. As with any building material, new product innovations are made available from time to time and the ACC will consider alternative materials when submitted by the Owner.

4.18 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 ACC.

4.19 No retail business of any kind shall be permitted in the Subdivision, nor any other business except home offices not open to the public which are permitted under the ordinances of the CITY OF EDWARDSVILLE.

4.20 Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place. Garden plots may not exceed more than 500 sq. ft. in size and shall be at least 15 feet from any property lines.

4.21 No brightly colored lawn ornaments such as reflection balls, garden gnomes etc. are allowed. Any sculptures or lawn ornaments must be approved by the ACC and the ACC has the authority to have said items removed at their request. Any exterior ornaments, decorations,

flags, etc. are subject to the approval of the ACC and the ACC has the authority to have said items removed at their request.

4.22 No walls, fences, or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling along a street closer than the setback line established by the plat or Madison County ordinances. No wall, fences or fencing over four (4) feet in height shall be allowed on any Lot. All walls, fences, and fencing shall be professionally constructed wrought iron, aluminum or similar construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. All metal fences must be black in color unless alternative color is approved by the ACC. No wood, vinyl, chain link, wire or other metal wall, fence or fencing shall be permitted. All walls, fences, and fencing must be submitted to, and approved by the ACC 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 14 below.

The design and materials used for any retaining wall must be approved by the ACC. (Note: Depending on the height of retaining wall, the retaining wall may also require an approved permit from Madison County.)

4.26 Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision and all county codes and ordinances.

4.27 All houses shall be landscaped within 30 days of completion (or as soon as weather permits), across the front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials which shall be approved by the ACC. All lawn ornaments, garden structures and appurtenances must be approved by the ACC. The landscape package shall have a minimum value of two thousand five hundred U.S. Dollars (\$2,500.00), exclusive of sod and seed, and include a minimum of one shade tree in the front yard. Said trees must be a minimum of 1 ½” caliper and must be from the oak, maple or ash family. Landscape plans should include the number and location of these trees and is subject to the approval of the Developer. All landscaping upon a lot shall be maintained, (i.e. trimmed, dead limbs, shrubs or trees removed) at least annually.

4.28 The entrance sign and community landscaping and all common areas shall be maintained by the Homeowners Association.

4.29 Solar Panels are permitted but must be installed on the structure and not visible in the yard. The solar panel contractor must be approved by the ACC.

5. **ROOFS.** All roofs must be constructed with a pitch of not less than **6/12**. All front facing gables or any gables facing a street must be constructed with a pitch of not less than

8/12. Shingles must be architectural grade shingles or better and have a textured design and appearance, and be constructed of fiberglass, or asphalt shingle. No three (3) tab shingles will be allowed. Any questions on Architectural shingles meeting requirements will be addressed to the ACC. Exceptions will be considered by the ACC for shed roofs or similar design features. Standing seam metal roof or similar material may be required particularly with roof pitch of 4/12 or less. As with any building material, new product innovations are made available from time to time and the ACC will consider alternative materials when submitted by the Owner.

6. **MAILBOXES; YARD LIGHTS.** Address identification may be required as designated by the Developer. The cost of the address identification and installation will be the responsibility of the Owner. Yard lights are optional, but if desired, the style and model of yard light will be as designated by Developer. Cost of yard light and installation will be at the expense of the homeowner. Any yard light shall be placed on a dusk to dawn timer with the power for same to be furnished by the Owner.

7. **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 kind will be permitted to be kept outside the dwelling in exterior kennels or houses, or maintained for any commercial purpose. Households are limited to no more than two pets.

8. **CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.**

8.1 The exterior and interior of all residential structures shall be completed within a period of twelve (12) months after building permit is issued by Madison County. 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 cleanup of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. Builder/Contractor shall confine construction activities to the Owner's lot only and not trespass or use adjoining lots for access or storage of any equipment or materials without the express consent of the adjoining property Owner. Any damage to adjacent lots or other property will be the responsibility of the Builder/Contractor or the Owner to repair any damage as described below.

The Developer or appropriate authority of the Subdivision, which may include the ACC or Homeowners Association, may, at their discretion, require a damage deposit (Dollar amount to be determined at the discretion of the appropriate Subdivision authority) from each builder to be retained and used for reimbursement of any expenses incurred by the Subdivision to clean, replace or repair any property owned by the Developer that was impacted by construction activities by a Builder. This may include, but is not restricted to, cleaning streets of mud or debris; collecting debris or trash left by Builder; repair of grade to any lot or property within the subdivision damaged by construction activity; resodding or reseedling of any lot or property within the subdivision damaged by construction activity; repair or replacement of any damage to sidewalks, curbs or streets within the subdivision caused by construction activity. Any damage caused by construction activity and not covered by damage deposit nor reimbursed by builder, will be the responsibility of the homeowner for any of the above mentioned expenses incurred

and if not paid within 30 days of invoice, will be subject to collection and a lien attached and filed against said lot.

8.2 Immediately after the erection of a dwelling, and as soon as the season permits, the area in which there is newly disturbed earth shall be seeded or sodded and suitably landscaped. 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 30 days (or as soon as weather permits) of substantial completion of the dwelling house.

8.3 The burning of any material outside of any dwelling house shall be prohibited.

8.4 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 and shall be consistent and not interfere with the final grading plan of the Subdivision. 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 any 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. Erosion control measures will be the responsibility of lot Owner and will adhere to the requirements of the local authorities. In addition, the Developer, ACC or Homeowners Association may also require the lot Owner to provide erosion control measures on their property that protects adjacent property within subdivision particularly as it relates to detention and storm water control devices.

8.5 It shall be the responsibility of each Owner to construct sidewalks at the Owner's cost at the time of construction. Sidewalks shall be located five (5) feet from the curb, shall be five (5) feet wide, of concrete not less than four inches thick, with number six reinforcing mesh through the length of a driveway.

8.6 The Developer shall have the absolute authority to approve or disapprove the Owner's selection of the contractor/builder. If the Developer does not approve the Owner's selection of the contractor/builder, and the Owner does not agree to select an alternative contractor, the Developer shall have the absolute right, but shall not be obligated or required, to purchase back the Lot of the Owner at its sale price, the Owner waiving any claim to expenses of any kind incurred for improvement, and/or interest, appreciation in market value or any other expenses incurred by the Owner of any such Lot. Also, if the Owner's plan of construction is disapproved, the Developer shall have the right to cancel the Lot sales contract and pay back to the Owner the Owner's deposit on the Lot, with no interest, appreciation in value of such Lot, expenses for improvement or of any other kind, incurred by the Owner being charged to the Developer. In addition, each approved contractor/builder constructing a residence in the Hawthorne Hills Subdivision for an Owner of a lot in the subdivision, shall be obligated to adhere to certain conditions, requirements and criteria as established from time to time by the Developer for such contractor to follow during the construction of a residence in the subdivision,

including, but not limited to, requirements for workmen's compensation insurance, personal injury and property damage liability insurance according to minimum requirements of coverage to be determined and established by the Developer. Construction activities within the subdivision shall not begin prior to 7:00 a.m. each working day and must cease by 6:00 p.m. unless authorization is received from the ACC to operate outside that timeframe.

9. **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 garbage receptacles located inside the dwelling house, except on collection days, when said garbage receptacles may be placed near the platted streets for collection. Garbage receptacles must be returned and stored inside the dwelling by the end of the day of collection.

10. **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. All signs shall be approved by the Developer.

11. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above mentioned 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.

A permanent non-exclusive easement is hereby reserved for and granted to Madison County, Illinois and to those public and private utility companies operating in, upon, across, over, under, and through the areas shown by dashed lines and labeled "UTILITY EASEMENT" on the plat of this subdivision for the purpose of installing, construction, inspecting, operating, replacing, renewing, removing, repairing, cleaning, and maintaining storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, hydrants, pipes, connections, catch basins, wire, conduit, and without limitation, such other installations as may be required to furnish public utility service to or through the attached area, and such other appurtenances and additions thereto as said Utilities may deem necessary, together with the right of access across the lots and real estate included in the attached document for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to said Utilities to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers or, without limitation, utility installations in, on, upon, or across, under or through said "UTILITY EASEMENT." No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping (including trees and shrubs) shall be placed on said "UTILITY EASEMENT" that then or in the future interfere with the aforesaid uses and rights. Where a "UTILITY EASEMENT" is used for water, storm, or other utility installations shall be subject to the prior approval of the said Utilities so as not to interfere

with or cause damage to these systems. Maintenance of said easements shall remain the responsibility of the property Owners. Property Owners shall be responsible for the costs associated with removing unauthorized obstacles from the "UTILITY EASEMENT."

A permanent non-exclusive easement is hereby reserved for and granted Madison County, Illinois, in, upon, across, over, under, and through the areas shown by dashed lines and labeled "DRAINAGE EASEMENT" as defined on the final plat of this subdivision for the purpose of installing, constructing, inspecting, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining ditches, swales, catch basins, culverts, and without limitation, such other installations as may be required to furnish drainage of surface water from, to, or through the attached area, and such other appurtenances and additions thereto as said jurisdiction may deem necessary, together with the right of access across the lots and real estate included in the attached document for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to said County to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said drainage ways, in, on, upon, or across, under or through said "DRAINAGE EASEMENT." No permanent buildings, swimming pools, retaining walls, surfaces, or earth fill, shall be placed on said "DRAINAGE EASEMENT" that then or in the future interfere with the aforesaid uses and rights. Maintenance of said easements shall remain the responsibility of the property Owners. Property Owners shall be responsible for the costs associated with removing unauthorized obstacles from the "DRAINAGE EASEMENT" as defined on the final plat for this subdivision.

12. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its Owners for all common areas including mowing, maintenance of street and entrance landscaping, Subdivision fences, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot Owners, and for any other duties, powers, and responsibilities of the Homeowners Association.

Cedar Ridge Development LLC, affiliated companies may not be assessed a Homeowners fee for any finished, unsold lot it owns or any lot with improvements such as model homes or inventory homes for sale. This clause is irrevocable unless unanimously agreed to by Cedar Ridge Development LLC, affiliated companies or the individual Principals of Cedar Ridge Development, LLC.

Annual assessments shall be established by majority vote of the Lot Owners as described in voting procedures of Section 14 below, Homeowners Association. Any unpaid assessment 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 of any such lien.

Maintenance of common areas, landscape easements, flower planting programs, mowing, irrigation, snow removal and other features in the Subdivision shall be the responsibility of the Developer until such time the Homeowners Association assumes those responsibilities as

indicated in Section 14. The landscape easements shall be designated on the plat of record of the Subdivision. The Developer shall, during and after development of the Subdivision, implement and continue programs for landscaping, grass cutting and planting flowers within landscape easements.

The cost for all maintenance, repair, replacement or the addition of related items named above for the benefit and enjoyment of the Subdivision shall be paid first from Homeowners fees and any shortfall will be the responsibility of the Developer until 50% of lots are sold. After 50% of lots are sold, all such expenses shall be borne by the Homeowners annual fees or any special assessments if necessary. Any extraordinary repair or maintenance expenses may also be subject to special assessment of Homeowners. After all lots are sold, the maintenance programs will be continued and the responsibility of the Homeowners Association.

14. **HOMEOWNERS ASSOCIATION.** After **sixty five percent (65%)** of the total Lots in the Subdivision have been sold by Developer or after ten (10) years from the date of beginning of dwelling occupancy, whichever occurs first, the "**Cedar Ridge Homeowners Association**" shall be established as a not-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in these Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, detention basins, and Subdivision appurtenances shall be conveyed by Developer to the Homeowners Association.

Upon establishment of the Cedar Ridge Homeowners Association as described above, a governing board shall be elected by the voting membership. The initial board shall consist of five (5) members. The remaining members shall be elected for a one year term. The rotation of elected members is in place to ensure some consistency of members from year to year.

The Homeowners Association shall from time to time adopt bylaws for its constitution, operation, and deliberations, in conformity with these Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. The Homeowners Association shall have the right, concurrent with any other Owner and with Developer, to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Robert's 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.

14.1 Should the Homeowners Association fail to maintain the common areas, detention basins, or any other Homeowners Association responsibility for a period of thirty (30) days after receiving written notice from MADISON COUNTY, MADISON COUNTY shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association.

15. **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 **twenty (20) years from the date of recording hereof**, at which time the Restrictions shall automatically be extended for successive periods of 10 years, unless by a vote of all of the Owners of at least two-thirds (2/3) of the lots, it is agreed

to change said Covenants and Restrictions in whole or part; until the last Lot in the Subdivision is sold by the undersigned, these Restrictions may be rescinded or amended by the undersigned. Thereafter, these Restrictions may be rescinded or amended at any time prior to **twenty (20) years from the date of recording hereof**, or thereafter, by approving vote of all Owners of at least 2/3 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 Homeowners Association hereinbelow established, in the Recorder's Office in 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 of authority is hereby given, to any other person owning any of the above described real property, and to the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these 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 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.

IN WITNESS WHEREOF the undersigned has set his hand this _____ day of _____, 2024.

Cedar Ridge Development, LLC

By: _____
(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Signature)

EXHIBIT A

Parcel 1

A tract of land in the Northeast Quarter of Section 36, Township 5 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows:

Beginning at an iron rod at the Northwest corner of the East Half of the Northeast Quarter of Section 36; thence South 88 degrees 37 minutes 26 seconds East along the North line of Section 36 a distance of 594.59 feet to the Northwest corner of that tract conveyed to Harper by deed recorded in Book 3269 on Page 491, Madison County Records; thence South 0 degrees 06 minutes 20 seconds East and parallel with the East line of said Section 1920.00 feet to the Southwest corner of that tract conveyed to Barton by deed recorded in Book 3298 on Page 1090; thence South 0 degrees 02 minutes 46 seconds East 363.03 feet to an iron rod at the Northwest corner of that tract conveyed to Bucky by deed recorded in Book 3560 on Page 307; thence South 0 degrees 10 minutes 17 seconds East 329.73 feet to the Southwest corner of said Bucky tract and the South line of the Northeast Quarter of Section 36; thence North 89 degrees 11 minutes 00 seconds West along said South line 206.78 feet to the Southeast corner of that tract conveyed to Galinski by deed recorded in Book 3142 on Page 1872; thence North 0 degrees 03 minutes 50 seconds West and parallel with the West line of said half quarter Section 897.55 feet to an iron rod at the Northeast corner of said Galinski Tract; thence North 89 degrees 12 minutes 40 seconds West 389.60 feet to the Northwest corner corner of said Galinski Tract; thence North 0 degrees 03 minutes 50 seconds West along the West line of said half quarter section 1721.65 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Parcel 2

The North one-fourth of the West one-half of the Northeast Quarter of Section 36 Township 5 North, Range 8 West of the Third Principal Meridian. Situate in Madison County, Illinois.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

PPN: 15-1-09-36-00-000-002

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