

2007159

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL

RECORDED ON
06/08/2004 09:23:20AM

REC FEE: \$34.00
PAGES: 15

BOOK _____ PAGE _____

RESTRICTIVE COVENANTS FOR SILVERCREEK CROSSING

A Subdivision located in the City of Waterloo, County of Monroe, State of Illinois

WHEREAS, the maker of this Indenture, Vogt Builders, Inc., (hereinafter referred to as the Developer), by Mark L. Vogt, President, owns a subdivision in the City of Waterloo, County of Monroe And State of Illinois, known as SILVERCREEK CROSSING, which is described in the plat thereof recorded in Plat Envelope 2- 180B in the Recorder's Office on Monroe County, Illinois, the legal description of which is attached hereto as Exhibit 1, which is hereby incorporated by reference and made a part hereof; and,

WHEREAS, Developer owns real property adjacent to and located North and West of SILVERCREEK CROSSING, which it intends to plat in the future as one or more subdivisions to be known as First, Second or Third Additions to SILVERCREEK CROSSING, and Developer intends to file Restrictive Covenants on said Additions, which will incorporate the terms of the Restrictive Covenants for SILVERCREEK CROSSING and make all phases, original and additions, subject to the same Restrictive Covenants; and Developer herein refers to a Homeowners' Association which will be one organization for the subdivision and all Additions thereto with the duty to perform certain functions in the subdivision and all Additions thereto; and,

WHEREAS, it is hereby intended to impose upon all of the lots in the subdivision of SILVERCREEK CROSSING and all Additions thereto, except one lot, certain conditions, restrictions, reservations and limitations, which shall run with the land, and shall be binding upon, and inure to the benefit of all purchasers of lots and tracts of land in said Subdivision and all Additions thereto herein after sometimes referred to as "Lot Owners", whether or not the said restrictions be incorporated in the conveyance of any said lot or tract of land.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the Lot Owners of the aforesaid lots, it is hereby declared and provided that all of the lots

and tracts of land in SILVERCREEK CROSSING and any Additions thereto, except lot ~~4~~⁹, shall be subject to the conditions, restrictions, reservations, covenants and limitations as hereinafter set forth in their entirety (hereinafter sometimes called "restrictions" or "covenants"), to wit:

1. These covenants and restrictions are to run with the land and are binding on all of the lots, all of the parties and all persons claiming under them, except for lot ~~4~~⁹ of SILVERCREEK CROSSING, which is specifically excluded from these restrictions and covenants. When this document refers to all lots in said Subdivision and any Additions thereto, it is the intention of the Developer that said language does not include said Lot ~~4~~⁹. It is also intended by the Developer that since these covenants and restrictions do not include Lot ~~4~~⁹ of SILVERCREEK CROSSING, the owner of Lot ~~4~~⁹ will not be a member of the Homeowner's Association and shall have no vote in that Association and shall not be assessed by the Association as an owner in said Subdivision

2. All lots in all phases of the Subdivision known as SILVERCREEK CROSSING, including all additions thereto shall be known and described as residential lots and they shall further be limited to single family dwellings only. No structures shall be erected, altered, placed or permitted to remain on any of the lots other than dwelling units, with attached garages, where practicable, and a limit of one (1) utility out-building. All structures erected in said Subdivision and all Additions thereto shall be in conformity with the zoning regulations of the City of Waterloo, State of Illinois, or any authority having jurisdiction thereof. The rendering of commercial services or the sale or manufacture of products from any structure is prohibited. Only intermittent, casual and irregular professional office-type services may be rendered from any dwelling, and no sign advertising same shall be permitted. No accessory building is allowed before the primary residence is constructed and completed, and no such building shall be used or occupied for any residential, commercial, or industrial use. The size, materials and location of any utility out-building are to be submitted for approval and must be approved in writing by the Developer prior to its construction. Only one (1) utility out-building is permitted per full lot except gazebos and bathhouses that are excluded in calculating this limitation. All utility out-buildings shall be of a complimentary nature to the residential building and shall not be placed on any lot in the side or front yards or any closer to the property line than the set back lines reflected on the aforesaid plat.

3. At no time shall a trailer, basement, tent, shack, barn, or other outbuildings of a temporary nature erected on a lot, be used as a temporary or permanent residence. No buildings shall be permitted with any exterior part constructed of rolled roofing, rolled siding or so-called tarpaper siding. No basement proper or foundation of any building and no exterior portion of any building proper shall be constructed of concrete blocks.

4. Notwithstanding any provision herein contained, Developer reserves the right to maintain a sign or signs of any size or construction advertising the development until all lots are sold. Furthermore, the Developer reserves the right to erect permanent signs or monuments at the entrances to the subdivision which shall be maintained by the Developer until the Homeowners' Association shall be established as set forth in paragraph 24 below, the Homeowners' Association shall be responsible for the upkeep, maintenance, repair and replacement of said signs or monuments.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other house pets, provided said house pets are not raised, bred or kept for any commercial purpose. All house pets (dogs, cats, etc.) shall be kept in a fenced in area, in doors, or properly leashed to prevent them from running freely on said premises.

6. No lot owner, successor or assignee shall further subdivide any lot in any way except with the express written permission of the Developer.

7. All lots shall be graded and sloped so that a water run off drainage course shall be maintained along the side lot lines, equally spaced on both adjoining lots and along the lots where drainage easements are indicated on the plat of the subdivision. In addition, all grading along and within any and all street right of ways will maintain a grade slope of not more than two percent (2%). This paragraph is to accommodate future sidewalk installation if required by the City of Waterloo or any other governing body. In the event that the lot owner fails to provide the grading and sloping as indicated herein, the Developer, and after the Homeowners' Association is established, the Homeowners' Association, shall be allowed to grade and slope those areas so there is no obstruction or interference with the free flow of surface water along the side lot lines and within the drainage easements. In the event the Developer or Homeowners' Association is required to grade and slope the lot for the owner thereof, the lot owners shall be responsible for and pay the Developer or Homeowners' Association the costs incurred thereby. The Developer or Homeowners' Association may bill the lot owner directly or include those costs as a part of the assessment made pursuant to paragraph 26 below. Notwithstanding anything provided to the contrary, the Developer or Homeowners' Association shall not be required to maintain the storm sewer collector sites or storm sewer pipes after those utilities have been dedicated to the City of Waterloo.

8. Buildings shall be heated only with clean-burning, approved-types of heating systems.

9. No building proper shall be located on any lot nearer the street than twenty-five (25) feet from the front or side lot lines. No building or structure or part of a building or structure shall be located on any lot nearer than ten (10) feet from the side lot lines, or nearer than twenty-five (25) feet from the rear lot line. For the purposes of this

covenant, eaves and steps shall be considered as a part of the building and shall not be constructed so as to violate the above limitations or encroach upon any other lot.

10. a. No structure of any kind, including the residence, shall be erected, placed, altered or razed on any lot until the Developer has approved in writing the plans and specifications and location of the structure. Developer will review the plans for the purpose of maintaining harmony and design of the structures in an effort to maintain the high standards of the development. The developer shall consider the quality of design, materials and harmony of external design with existing structures and the location with respect to topography, easements and finished grade elevations. All work on any structure shall be constructed under the direct supervision of Vogt Builders, Inc. or a contractor approved by Vogt Builders, Inc., and such work shall be completed within twelve (12) months after commencement of construction.

b. All single-family dwellings must contain the following minimum square footage, not including garages, porches, breezeways, verandas and terraces:

- (1) Ranch style, one floor—1,000 square feet;
- (2) Split foyer, split level or tri-level-1,500 square feet; and
- (3) One and one-half (1½) story or two story-1,500 square feet

c. No residence shall be constructed with less than a two-car attached garage with a size of at least 400 square feet. Carports are prohibited. All lot owners are required to park all vehicles owned by them on their driveway or in their garages and shall not park on city streets for more than a temporary period of time. Parking on City Street is permitted for guests of lot owners, but only for a temporary period of time.

d. No underground homes, mobile homes, or modular homes shall be constructed or placed on any lot for temporary or permanent habitation.

e. Each lot owner shall cause the lot to be seeded or sodded with grass and landscaped within one (1) year of the completion of the dwelling structures.

11. No fences, walls or other similar structure shall be constructed, built, erected or maintained in the subdivision unless approved by the Developer in writing. The location of all fencing must be approved by the City of Waterloo. No fence shall be permitted in the front yard of any lot. No fences, walls or other structures are permitted to block or obstruct easements including drainage and utility easements. All fences shall be of a quality and design compatible with the general décor of the Subdivision. No lot owner shall be entitled to damages or indemnity for damages caused by the removal of fences not previously approved by Developer in writing. No permanent fence or wall shall be constructed or erected within any easements unless approved by the Developer and/or the City of Waterloo in writing. In the event of removal of such fence for maintenance or other proper purpose, the cost of removal and/or replacement of such

fence or other improvement shall be the sole responsibility of the property owner. In the event of the removal of or damage to any hedge, shrub, fence, or similar plant or structure located within an easement by Developer, Homeowners' Association or utility for a proper and legitimate purpose, no liability for damages shall be assessed against those properly authorized to make such removal and property owner shall have no right, claim, cause of action or damages as a result of said removal.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. "Utilities" are defined as and include, but are not limited to, electric, water, storm sewer, sanitary sewer, gas, telephone, and cable television. "Drainage" easements are defined as areas set aside to permit the free flow or collection of surface waters so as to prevent or limit damage to buildings and other structures. The drainage and utility easements are to be used exclusively for public utilities, storm sewers and surface water drainage purposes. The Developer or Homeowners' Association shall have the exclusive power to grant to others the right to install and maintain private easements in, over, under and along said drainage and utility easements, as well as over said roads, mains, pipes, lines and other means for transmission of water, gas, electricity, telephone service, cable television service and other public or private utilities, sewer and drainage uses, and shall exercise its power for the benefit of said Subdivision, the owners of the lots therein and the benefit of others. No structure, planting or other material shall be placed or permitted to remain within these easements, which may damage or interfere with the installation and maintenance of utilities, or may change, obstruct or retard the flow of surface water through drainage channels in the easements. The drainage and utility easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. The Developer and Homeowners' Association, after it is established, reserve and are given the express right to maintain, repair, regrade and reseed the drainage and utilities easements reflected on the plat of said subdivision at the sole cost of the lot owner.

13. Nothing shall be done to said lots which will constitute an interference with the natural flow of surface water run off from an adjacent lot or any part of the Subdivision, without prior approval of the Developer or Homeowners' Association. All downspouts of any building shall be directed to the street gutter line, except for downspouts at the rear of the building lots or where a drainage easement exists at the side or rear of the lot.

14. No sod or earth may be removed from the Subdivision without the prior written consent of the Developer.

15. All driveways shall be constructed and maintained with a layer of base rock and finished with concrete or asphalt material.

16. a. No noxious, offensive or illegal activity shall be performed or carried on upon any lot, and nothing shall be done therein or thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No lot shall be used for storage of wrecked, junked, permanently disabled or unregistered motor vehicles or used for keeping or storing anything that may make the property unsightly.

b. All garage doors shall be kept closed except when it is necessary for ingress to or egress from the garages.

c. No vacant lot shall be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks, (except small pick-up trucks less than one (1) ton in size), shall be stored in any garage, on any driveway of residences or on the street overnight.

d. No tractors, recreational vehicles, campers, trailers or boats shall be parked or stored outside the residential garage or utility out-building for more than thirty (30) days in any calendar year.

17. a. No lot owner shall permit accumulation of any trash, garbage, or other debris on a lot. All trash, garbage and other debris shall be stored in sanitary, closed refuse containers in such a manner that the storage is not conducive to the attraction or breeding of insects, rodents, or vermin. All refuse and/or waste shall be disposed of on a weekly basis.

b. No lot owner shall permit grass or weeds to grow on a vacant or occupied lot exceeding ten (10) inches in height. If there is a violation of this restriction, the Developer or Homeowners' Association may arrange mowing of said grass, weeds or brush, which expense the Lot Owner shall pay. This charge may be added to the Homeowners' Association assessment as provided below when made for that year. Said charges shall become a lien upon the property as provided in paragraph 26 below.

18. a. The land and all improvements shall be maintained by the lot owner, in good condition and repair. All lawns are to be kept properly cut and trimmed.

b. Developer reserves the right to sow or plant grass, hay or other crops on land of lot owners until such time as lot owners begin construction of a home. Said grass, hay or crops shall be at the total expense of Developer and Developer shall retain all rights to the full yield of said crops.

c. The Developer shall retain all rights to sow or plant such ground crops and to pasture such actual or potentially usable pastureland as deemed advisable by the Developer to maintain the soil and appearance of the land. Developer shall relinquish its right to crops damaged or removed in the immediate construction area of a lot upon the start of construction by the lot owners. However, lot owners agree to exercise fair and reasonable caution to prevent damage or removal of any planted crops and to permit Developer to harvest and receive the remainder of any crop on said lot.

d. After building and construction commences, lot owners assume the responsibility for maintenance and care of their property in accordance with the general standards prescribed for the development. Developer is not required to cultivate or harvest crops on lots after sale of said lot and the lot owner shall after sale be responsible for maintenance of their lots according to the covenants and restrictions herein provided.

19. No public or private swimming pool shall be located in any front yard, side yard or closer than fifteen (15) feet from any lot line. All pools shall be enclosed with a security fence and shall be approved by the Developer as provided in paragraph 11.

20. a. No satellite antenna dishes over 30 inches in diameter are allowed in the subdivision.

b. Solar panels may be installed on a building or freestanding in the rear yard of a lot. However, such panels shall be installed only after written approval of the Developer. Developer shall not unreasonably withhold approval if the solar panels are compatible with the general décor of the house and neighborhood. The Developer may require landscaping or fencing to hide the solar panels as a condition to its permission for installation.

21. Flammable fuels such as gas, including L.P. gas, and oil may only be stored upon the lots in appropriate, safe containers. Any flammable fuel in excess of five (5) gallons shall be buried below the surface of the ground in appropriate underground tanks.

22. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, pipes, minerals excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

23. All light used for the illumination of yards, signs, parking areas, swimming pools or for any other purpose shall be arranged in such a manner that the main beam of light is directed away from adjacent residential properties. Style and design of exterior lighting fixtures must be approved by the Developer in writing before installation.

24. a. Whenever the phrases "Homeowners' Association" or "Association" are used herein, same shall be defined as the entity organized by and consisting of the owners of lots within SILVERCREEK CROSSING, including any Additions thereto, for the purposes of assuming the rights and liabilities delegated to it in this document and to be delegated to it in the Restrictive Covenants for any Addition to SILVERCREEK CROSSING. Said Homeowners' Association, or its successor, shall be the sole entity exercising the powers of, and assuming the duties of the "Homeowners' Association" or "Association" as those phrases are

herein used. The phrase "member" used herein shall be defined as and include all persons owning a lot in SILVERCREEK CROSSING and any Additions thereto. The phrase "committee member" shall be defined as and include any person who is part of a group that controls the operation and functions of the Association and shall include and be synonymous with "member of the Board of Directors", "manager" of a limited liability company or "managing partner" in a partnership. "Committee" shall be defined as the group of persons who controls the operation and functions of the Association and shall include and be synonymous with the following terms: Board of Directors of a Corporation, group of managers in a limited liability company or managing partners in a partnership.

b. The Homeowners' Association shall be established after 75% of the lots in SILVERCREEK CROSSING and any Additions thereto have been sold. The developer shall notify the members (lot owners) of the date and time of the organizational meeting of the Homeowners' Association after the appropriate number of lots in the subdivision and any Additions thereto have been sold. At the organizational meeting, the members shall choose the type of entity to be established to perform the duties of the Association. The members shall also elect from its membership by a simple majority vote of the members present at the meeting, the committee members, officers and staff necessary to enforce its obligations hereunder and shall transact any other business to come before the meeting.

c. Unless otherwise decided at the organizational meeting, the ruling body of the Association shall consist of a 5-member committee to oversee the performance of its duties. The Association shall elect as one of the committee members, at least one officer of the Developer. The Association shall keep at least one officer of the Developer as a committee member until Developer sells all lots in the subdivision and any Additions thereto, at which time the developer will no longer be entitled to have one of its officers as a member. Notwithstanding the last sentence, if an officer of the developer is also an owner, he/she shall not be disqualified to be a member of the Association committee as a result of his/her position with the Developer. The costs of the organizational meeting shall be borne by and paid by the Association. The organizational costs of the Association shall be equally apportioned to the membership through the assessment process as provided below.

d. The owners of each lot in SILVERCREEK CROSSING and any Additions thereto shall be entitled to membership in the Association. The purchasers of each lot shall be entitled to a membership in the Homeowners' Association at the time of purchase. Each lot, sold and unsold, of the subdivision and any Additions thereto shall constitute only one vote in all matters of voting. In determining the number of votes entitled to be counted at any meeting of the Association, the owner or co-owner(s) of each lot shall be entitled to one vote per lot. If any parcel is owned by more than one person, the co-owners shall decide

among themselves who shall exercise the vote of said parcel and they shall certify the name of the delegate to the Homeowners' Association.

25. a. The real estate designated in the plats of SILVERCREEK CROSSING or any Additions thereto as storm water "Detention Area", shall be conveyed by the Developer to the Homeowners' Association after it is organized. The Homeowners' Association shall be responsible for the upkeep, maintenance, repair, regrading and resodding of the storm water detention areas. The Homeowners' Association shall also be responsible for maintaining the grading and sloping of the areas designated on the plat of all phases of the subdivision and any Additions thereto as drainage easements so as to prevent the lot owners from obstructing or interfering with the free flow of surface waters. The lot owners have the primary responsibility for the upkeep, maintenance, and repair of the drainage easements over their land. The Homeowner's Association shall enforce the provisions of these restrictive covenants so that the lot owners do not obstruct or interfere with the free flow of surface water. The Homeowners' Association is not responsible for the maintenance of the storm sewer facilities after they are dedicated to the City of Waterloo. The Homeowners' Association shall also be responsible for maintaining the monument or sign located near the entrance to the subdivision.

b. The Developer, and after establishment of the Homeowners' Association, the Homeowners' Association, shall be responsible for all the duties set forth within this agreement.

26. a. The Developer, and after the Homeowners' Association has been established, the Homeowners' Association, shall be entitled to collect an initial assessment from the purchaser of each lot in said subdivision to recover the costs the Developer or Homeowners' Association has incurred or will incur to maintain the storm water Detention Areas and its other responsibilities hereunder. The initial assessment may be charged at the time of closing on the purchase and shall be prorated to the date of closing. The amount of the initial assessment for each lot shall be determined by the Developer or Homeowners' Association and shall be equal to the costs and expenses of the Developer or Homeowners' Association as defined below in sub-paragraph c, multiplied by a fraction, the numerator of which is equal to one and the denominator of which is equal to the number of lots in the subdivision and all Additions thereto. That product is then divided by 365, and then that quotient is multiplied by the number of days from January 1 of the year of closing to the date of closing.

b. The Developer, and the Homeowners' Association, after the Homeowners' Association is organized, shall levy an annual assessment on each lot in said subdivisions and all Additions thereto, whether sold or unsold, commencing January 1, 2001. The lot owners' shall pay said annual assessment, and the assessment shall be due and payable within 30 days after the date of

assessment. The annual assessment for each lot shall be equal to the anticipated costs and expenses of the Homeowners' Association, as defined in subparagraph c below multiplied by a fraction, the numerator of which is equal to 1, and the denominator of which is equal to the number of lots in the subdivision and all Additions thereto. The assessments will be due and owing to the developer before and the Homeowners' Association after the Homeowners' Association is established. Any unpaid assessments will draw interest from the due date at the highest legal rate permitted under the laws of the State of Illinois.

c. The assessment made for the subdivision and any Additions thereto as a whole shall be equal to the anticipated costs and expenses of the Homeowners' Association and the costs and expenses the Developer or Homeowners' Association will incur in performing the duties of the Homeowners' Association set forth hereunder, including, but no limited to, fees, insurance, salaries, equipment, rentals and supplies. Said costs and expenses shall include those costs and expenses incurred for any legitimate purpose for which the Homeowners' Association was created, including expenses for maintenance and snow removal of the streets until the streets are dedicated to the City of Waterloo. The assessments are intended after the initial assessment, to represent the costs and expenses of the Homeowners' Association for the next 12-month period.

d. The Developer, and after the Homeowners' Association has been established, the Homeowners' Association, shall be entitled to collect and the lot owners shall be required to pay the assessment set forth in this paragraph 26. The annual Assessment will be levied on or about January 1 of each year beginning January 1, 2001, and the same shall be due and payable on or before January 30 of each year. Assessments will be due and owing to the Developer or Homeowners' Association or like organization, and unpaid assessments will draw interest from the date it is first overdue at the highest legal rate permitted under the laws of the State of Illinois.

e. Each assessment shall constitute a lien on said assessed lot, and each assessment shall be paid within thirty (30) days of assessment. If an assessment is not paid within thirty (30) days of the assessment due date, the Developer (or Homeowners' Association, if organized) shall have the right to:

- 1) Record a Statement of Lien with the Recorder of Deeds of Monroe County, Illinois;
- 2) Institute a suit against owners (s) for all amounts due; and
- 3) Foreclosure upon the lien as in the case of other liens.

f. In the event that any assessment is not paid when due and the Developer and/or Homeowners' Association obtain legal representation to collect the assessment, the lot owner who has failed to pay said assessment shall pay, in addition to the amount of said assessment and interest thereon, all costs, attorneys' fees and expenses incurred to enforce and collect said assessment, and said costs, attorney's fees and expenses shall also be a lien upon the lot involved and enforceable as such.

g. In the event the Homeowners' Association fails to pursue the collection of any assessment after a reasonable time, then any other party having an interest in the subject premises or any parcel thereof may do the same for the benefit of the Homeowners' Association.

27. If any person except Developer shall violate or threaten to violate any of the provisions of this instrument or any easements, conditions, restrictions, reservations or limitations herein contained, it shall be lawful for any person or persons owning any interest in the real property situation in said Subdivision and any Additions thereto to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, in order to prevent him or them from so doing. In addition to any other relief to which they are entitled the person or persons bringing said action for enforcement of the terms of this instrument shall, if they are successful, recover their costs and reasonable attorneys fees for prosecuting such action, including witness fees, deposition fees, investigation fees, and surveying fees. However, in no event shall Developer be held in violation of these covenants or be responsible for the payment of the foregoing fees and costs.

28. Any person possessing an interest in any parcel in the subject premises shall have the right in any lawful manner to enforce the easements, conditions, restrictions, reservations and limitations provided herein.

In consideration of the sale of any parcel in this development, the purchaser and all subsequent lot owners agree to hold the Developer harmless from any and all claims for damages or alleged damages, of any nature whatsoever, caused by any owners, renters, occupants, or anyone.

The Homeowners' Association, as agent of the lot owners, under an irrevocable agency, coupled with an interest, is also vested with the right, in its own behalf, and in behalf of all owners and parties interested in the subject premises, to enforce all of the easements, conditions, restrictions, reservations and limitations herein contained.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.

29. The Developer reserves the right, and it is covenanted and agreed that the Developer may vacate the recorded plat or any part thereof so long as the right, title and interest in and to the land in the portion of said plat to be vacated is owned by the Developer.

30. Each and every covenant herein is a separate agreement and the invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no way affect any of the other provisions contained herein, and all other provisions shall remain in full force and effect.

31. All of the rights of the Developer, herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, shall be freely assignable, and any assignee shall succeed to all of the rights of any assignor thereof.

32. All of the provisions of this document are covenants running with the land at law, as well as in equity, and are binding upon and inure to the benefit of the heirs, successors and assigns of:

- a. The Developer;
- b. All present and future persons owning or having any interest in any portion of the premises; and
- c. The Homeowners' Association.

33. These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

- a. So long as Developer is still the owner of fifty (50) percent of the lots in the Subdivision and all Additions thereto, Developer retains the right to make any and all changes at its sole and absolute discretion.
- b. When more than fifty (50) percent of the lots in said Subdivision and all Additions thereto have been sold, the decisions shall be enacted by the affirmative vote of at least three-fourths (3/4) of the property owners in the subdivision, with the owner of each lot being given one (1) vote, including those still owned by Developer.
- c. After the Developer, or its assigns, heirs or successors have conveyed the last parcel of the Subdivision and all Additions thereto, the decision shall be enacted by the affirmative vote of at least three-fourths (3/4) of the voting property owners, with the owner of each lot being give one (1) vote.
- d. No amendment or elimination of these restrictions relating to the storm water detention areas or to drainage shall be effective without prior approval by the governing body of the City of Waterloo.

34. The provisions of this document shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Developer and Homeowners' Association, and all present and future persons or parties owning an interest or having an interest in any portion of the Subdivision and all Additions thereto, as platted. Whenever the phrase "Homeowners' Association" is used herein, same shall apply to the successor, by merger or otherwise, of same.

IN WITNESS WHEREOF, Vogt Builders, Inc., by and through its President, Mark L. Vogt, has caused its hand and seal to be affixed this 8th day of June, 2004.

VOGT BUILDERS, INC.

By: 
MARK L. VOGT, President

ATTEST: 
MARK L. VOGT, Secretary

EXHIBIT 1

Part of the Southwest Quarter of the Northeast Quarter and also part of the Southeast Quarter of the Northeast Quarter all in Section 35, Township 2 South, Range 10 West of the 3rd P.M. Monroe County, Illinois, being more particularly described as follows:

COMMENCING at the old stone which marks the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 35; thence at an assumed bearing of North $89^{\circ}-22'-58''$ West, along the South line of the Southwest Quarter of the Northeast Quarter of said Section 35, a distance of 184.80 feet to an iron bar marking the Southwest corner of 0.70 acre parcel also known as Tax Lot 10 of said Section 35 as shown in "Surveyor's Official Plat Record A" at page 39 in the Recorder's Office of Monroe County, Illinois, said point also being the POINT OF BEGINNING of the herein described tract; thence continuing North $89^{\circ}-22'-58''$ West a distance of 491.98 feet; thence North $00^{\circ}-37'-02''$ East a distance of 130.10 feet; thence North $02^{\circ}-36'-55''$ East a distance of 50.13 feet; thence North $00^{\circ}-39'-27''$ East a distance of 142.32 feet; thence South $89^{\circ}-20'-33''$ East a distance of 40.00 feet; thence North $00^{\circ}-39'-27''$ East a distance of 572.00 feet; thence North $89^{\circ}-20'-33''$ West a distance of 18.00 feet; thence North $00^{\circ}-39'-27''$ East a distance of 130.00 feet; thence South $89^{\circ}-20'-33''$ East a distance of 594.00 feet; thence North $00^{\circ}-39'-27''$ East a distance of 5.00 feet; thence South $89^{\circ}-20'-33''$ East a distance of 50.00 feet; thence South $00^{\circ}-39'-27''$ West a distance of 5.00 feet; thence South $89^{\circ}-20'-33''$ East a distance of 196.33 feet; thence South $00^{\circ}-05'-38''$ East a distance of 224.89 feet to an iron bar; thence South $89^{\circ}-54'-22''$ West a distance of 199.30 feet to an iron bar; thence South $00^{\circ}-05'-38''$ East a distance of 445.75 feet to an iron bar; thence South $38^{\circ}-40'-21''$ East a distance of 183.27 feet to an iron bar on a Northerly line of Tax Lot 6-D of Section 35 as shown in the "Surveyor's Official Plat Record A" at page 39 in the Recorder's Office of Monroe County, Illinois; thence North $85^{\circ}-06'-49''$ East, along the said Northerly line of Tax Lot 6-D, a distance of 245.76 feet to an iron pin; thence South $40^{\circ}-22'-58''$ East a distance of 139.27 feet to a point on the Westerly Right-of-Way line of a highway known as F.A.S. Route No. 855 and State Aid Route 7; thence Southwesterly along a curve to the left along the said Westerly Right-of-Way line, having a radius of 1735.40 feet, an arc length of 124.03 feet, and a chord which bears South $43^{\circ}-55'-17''$ West, a chord distance of 124.00 feet to a point; thence North $89^{\circ}-09'-16''$ West a distance of 26.40 feet to a point; thence Southwesterly along a curve to the left along the said Westerly Right-of-Way line, having a radius of 1755.40 feet, an arc length of 50.24 feet, and a chord which bears South $40^{\circ}-29'-18''$ West, a chord distance of 50.24 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 35; thence North $89^{\circ}-09'-16''$ West, along the South line of the Southeast Quarter of the Northeast Quarter of said Section 35, a distance of 69.83 feet to the most Easterly corner of Tax Lot 6-B of said Section 35 as shown in "Surveyor's Official Plat Record A" at page 39 in the Recorder's Office of Monroe County, Illinois; thence North $62^{\circ}-20'-26''$ West, along the Westerly line of Tax Lot 6-D of said Section 35, a distance of 76.76 feet to an iron pin; thence North $34^{\circ}-53'-32''$ West,

along the Westerly line of Tax Lot 6-D of said Section 35, a distance of 79.23 feet to an iron pin; thence North $28^{\circ}-05'-00''$ West, along the Westerly line of Tax Lot 6-D of said Section 35, a distance of 120.54 feet to an iron pin; thence South $76^{\circ}-34'-09''$ West a distance of 66.25 feet to an iron pin; thence South $74^{\circ}-00'-28''$ West a distance of 196.56 feet to an iron pin marking the Northwest corner of said Tax Lot 10; thence South $01^{\circ}-22'-58''$ East a distance of 132.00 feet to the POINT OF BEGINNING, and containing 17.08 acres, more or less.

Subject to easements, restrictions, and conditions of record.