

Return to:
Village of Shiloh
1 Park Drive
Shiloh, IL 62269



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A02752248

MICHAEL T. COSTELLO

RECORDER OF DEEDS

ST. CLAIR COUNTY

BELLEVILLE, IL

07/07/2022 12:17:01PM

RHSP FEE: 9.00

TOTAL FEE: \$39.00

PAGES: 10

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made as of the 6th day of July, 2022 by Ambrosia Land Investments LLC, an Illinois limited liability company (hereinafter referred to as the "Declarant").

39-
WHEREAS, Declarant is the sole owner in fee simple of certain parcels of real property situated in St. Clair County, Illinois, which are particularly described on Exhibits A-1, A-2, A-3 and A-4 and shown on Exhibits B-1 and B-2 attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Property"); and

WHEREAS, Declarant desires the Village of Shiloh, Illinois (hereinafter referred to as the "Village") to grant certain zoning changes for that part of Property described on Exhibit A-4 and certain other real estate owned by Declarant which lies adjacent to the Property, and the Village is willing to grant said zoning changes provided that Declarant imposes use restrictions on certain portions of the Property.

NOW, THEREFORE, in consideration of the Village granting certain zoning changes, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby imposes on the Property the following restrictions:

1. The recitals set forth hereinabove are material to this Declaration and are hereby incorporated in this Declaration as though they were fully set forth in this paragraph 1.
2. No portion of the Property described on Exhibit A-1 shall be used for adult sexually oriented businesses or services of any type, including but not limited to stores which sell sexually oriented products, massage parlors, and nude or semi-nude dancing establishments.
3. No portion of the Property described on Exhibits A-2, A-3 and A-4 shall be used for:

- a. Adult sexually oriented businesses or services of any type, including but not limited to stores which sell sexually oriented products, massage parlors, and nude or semi-nude dancing establishments.
- b. Salvage or junk yards, or recreational vehicle parks.
- c. Concrete or asphalt facilities.

4. No portion of the Property described on Exhibits A-2 and A-4 shall be used for individual public storage facilities designed for renting or leasing individual storage spaces to which the occupants thereof have access for storing or removing their personal property.

5. With respect to the Property described on Exhibit A-4, no portion thereof shall be used for an auto body and automobile collision repair business which makes repairs to automobiles caused by motor vehicle accidents, and no warehouse shall be constructed in the west 200 feet thereof lying east of and adjacent to the easterly right of way line of Greenmount Road.

6. All of the restrictions, covenants and provisions herein contained shall be in full force and effect from the date of first recording of this Declaration and shall continue in perpetuity. The restrictions, covenants and provisions herein set forth shall run with the title to the Property and shall be binding upon all grantees, heirs, administrators, executors, successors and assignees of any party ever owning the Property or any part or parts thereof, or any interest therein.

7. The restrictions, covenants and provisions created by this Declaration are for the benefit of the Declarant, its successors and assigns, and the Village. Each and every grantee, by accepting any conveyance of, or interest in the Property, or any part or parts thereof, thereby binds himself, herself or itself, as the case may be, and all the heirs, assigns, successors, agents and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions, covenants and provisions of this Declaration. If any violation of the restrictions, covenants and/or provisions of this Declaration or failure of observance thereof or failure of compliance therewith, be not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by Declarant, its successors or assigns, or the Village, to the offending owner or owners, or the person or persons in possession of the Property, it shall be lawful, in order that such violation be cured or corrected, or to recover damages therefor, for the Declarant, its successors or assigns, or the Village, to institute and prosecute any proceedings at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance as aforesaid, including the owner or owners of the Property or any part or parts thereof.

The failure to promptly institute procedures for enforcement of these restrictions shall not operate as an estoppel against the enforcement of the violated portion of these restrictions or for any other portion thereof. In the case any one or more of the restrictions, covenants or provisions of this Declaration prove to be unenforceable or invalid, in whole or in part, the enforceability, validity or binding effect of the other restrictions, covenants and provisions of this Declaration shall in no way be affected thereby, but they shall nevertheless remain in full force and effect.

In the event of any litigation arising out of or in connection with this Declaration, Declarant, its successors or assigns, and the Village shall be entitled to recover from the non-prevailing party to such litigation their reasonable attorneys' fees and costs.

8. Declarant, its beneficiaries, successors and assigns reserve the right to at any time alter, amend, modify or otherwise revoke any of the restrictions, covenants or other provisions contained herein, but only with the written consent and approval of the Village as evidenced by an Amendment to Declaration of Restrictive Covenants signed by the then owner or owners of the Property or portion thereof affected and by the Village, and recorded at the St. Clair County Recorder's Office.

9. This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration of Restrictive Covenants as of the day and year first above written.

AMBROSIA LAND INVESTMENTS LLC

By: Steve R. Wilke
Steve R. Wilke, its duly authorized Member

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Steve R. Wilke, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of Ambrosia Land Investments LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of July, 2022.



Brenda A Kern
Notary Public

Permanent Parcel Numbers:

Exhibit A-1: 09-07-0-300-046
09-07-0-300-030
09-07-0-300-031
09-07-0-300-032
09-07-0-300-033

Exhibit A-2: 09-07-0-300-047

Exhibit A-3: 09-07-0-300-049

Exhibit A-4: 09-07-0-300-050

This Instrument Prepared by:

Kurt S. Schroeder
Greensfelder, Hemker & Gale, P.C.
821 West Highway 50
Suite 303
O'Fallon, Illinois 62269

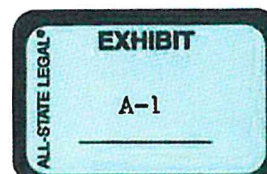
Lots 1 through 5, inclusive, of "Wilke Planned Unit Subdivision," reference being had to the plat thereof recorded in Plat Book 97 on Page 36 in the St. Clair County records, being a subdivision of part of the Southwest Quarter of Section 7, Township 1 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois.

ALSO

A tract of land being part of the Southwest Quarter of Section 7, Township 1 North Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

Beginning at the northwest corner of Lot 1 of "Wilke Planned Unit Subdivision," reference being had to the plat thereof recorded in Plat Book 97 on Page 36 in the St. Clair County records; thence South 79 degrees 07 minutes 29 seconds West, along the southerly right of way line of County Highway 44 (a.k.a. Lebanon Avenue), a distance of 34.84 feet; thence South 10 degrees 52 minutes 31 seconds East, 148.63 feet to the southwest corner of the aforementioned Lot 1 of "Wilke Planned Unit Subdivision;" thence North 02 degrees 19 minutes 01 seconds East, along the west line of said Lot 1, a distance of 152.66 feet to the Point of Beginning and containing 2,589 square feet.

Subject to easements, rights, and restrictions of record or existence if any.



SHERBUT-CARSON-CLAXTON, LLC
CIVIL ENGINEERS - LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

J.G. Sherbut, P.E., P.L.S (1979-2004)
Keith G. Carson, P.L.S.

4 Meadow Heights Professional Park
Collinsville, Illinois 62234
(618) 345-5454
FAX 345-3017
Email: Info@Sherbutpc.com

David B. Claxton, P.E., P.L.S.

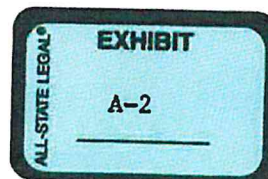
Land Description
for Ambrosia Land Investments, LLC
Lot A, 1.68 Acres

March 7, 2022

A tract of land being part of the Southwest Quarter of Section 7,
Township 1 North Range 7 West of the Third Principal Meridian, St.
Clair County, Illinois, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 of "Wilke Planned Unit
Subdivision," reference being had to the plat thereof recorded in Plat
Book 97 on Page 36 in the St. Clair County records; thence South 79
degrees 07 minutes 29 seconds West, along the southerly right of way
line of County Highway 44 (a.k.a. Lebanon Avenue), a distance of 34.84
feet to the Point of Beginning of the tract described herein; thence
continuing South 79 degrees 07 minutes 29 seconds West, along said
southerly right of way line of County Highway 44, a distance of 230.17
feet to a point; thence South 10 degrees 53 minutes 23 seconds East,
226.94 feet; thence South 01 degrees 08 minutes 20 seconds East,
105.74 feet; thence North 79 degrees 05 minutes 23 seconds East,
205.24 feet to a point in the west line of Lot 3 of the aforementioned
"Wilke Planned Unit Subdivision;" thence North 02 degrees 19 minutes
01 seconds East, along said west line, 187.34 feet to the southwest
corner of the aforementioned Lot 1 of "Wilke Planned Unit
Subdivision;" thence North 10 degrees 52 minutes 31 seconds West,
148.63 feet to the Point of Beginning and containing 1.68 acres.

Subject to easements, rights, and restrictions of record or existence
if any.



SHERBUT-CARSON-CLAXTON, LLC
CIVIL ENGINEERS - LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

J.G. Sherbut, P.E., P.L.S. (1979-2004)
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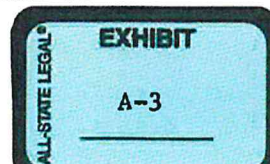
Land Description
for Ambrosia Land Investments, LLC
Outlot C, 8.23 Acres

March 7, 2022

A tract of land being part of the Southwest Quarter of Section 7, Township 1 North Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 of "Wilke Planned Unit Subdivision," reference being had to the plat thereof recorded in Plat Book 97 on Page 36 in the St. Clair County records; thence South 79 degrees 07 minutes 29 seconds West, along the southerly right of way line of County Highway 44 (a.k.a. Lebanon Avenue), a distance of 265.01 feet; thence South 10 degrees 53 minutes 23 seconds East, 226.94 feet; thence South 01 degrees 08 minutes 20 seconds East, 105.74 feet to the Point of Beginning of the tract described herein; thence South 53 degrees 31 minutes 12 seconds West, 229.93 feet; thence South 01 degrees 07 minutes 10 seconds East, 628.67 feet; thence North 89 degrees 18 minutes 13 seconds East, 145.00 feet; thence South 01 degrees 07 minutes 10 seconds East, 112.30 feet; thence North 89 degrees 18 minutes 13 seconds East, 658.59 feet to the southeast corner of Lot 5 of the aforementioned "Wilke Planned Unit Subdivision;" thence North 43 degrees 41 minutes 27 seconds West, along the southerly line of said Lot 5, a distance of 179.43 feet; thence South 87 degrees 38 minutes 33 seconds West, along the southerly line of said Lot 5, a distance of 220.00 feet; thence North 20 degrees 21 minutes 27 seconds West, along the southerly line of said Lot 5, a distance of 100.00 feet; thence South 54 degrees 38 minutes 33 seconds West, along the southerly line of said Lot 5, a distance of 62.32 feet to the southwest corner thereof; thence North 01 degrees 09 minutes 37 seconds West, along the west line of said Lot 5, a distance of 521.86 feet to a point; thence North 02 degrees 19 minutes 01 seconds East, along the west line of said Lot 5, and along the west line of Lot 3 of the aforementioned "Wilke Planned Unit Subdivision," a distance of 206.64 feet; thence South 79 degrees 05 minutes 23 seconds West, 205.24 feet to the Point of Beginning and containing 8.23 Acres.

Subject to easements, rights, and restrictions of record or existence if any.



SHERBUT-CARSON-CLAXTON, LLC
CIVIL ENGINEERS - LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

J.G. Sherbut, P.E., P.L.S (1979-2004)
Keith G. Carson, P.L.S.

4 Meadow Heights Professional Park
Collinsville, Illinois 62234
(618) 345-5454
FAX 345-3017
Email: Info@Sherbutpc.com

David B. Claxton, P.E., P.L.S.

Land Description
for Ambrosia Land Investments, LLC
Revised Lot D, 7.59 Acres

May 16, 2022

A tract of land being part of Lot 4 in the Southwest Quarter of Section 7, Township 1 North Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 7; thence North 89 degrees 18 minutes 13 seconds East, along the south line of said Southwest Quarter of Section 7, a distance of 45.00 feet to the easterly right of way line of "North Greenmount Road;" thence North 01 degrees 07 minutes 10 seconds West, along said right of way line, 52.58 feet to its intersection with the north line of a tract conveyed to Michael John Hiemer and Daniel Carl Hiemer by a deed recorded as Document No. A02295757 in the St. Clair County records; thence continuing North 01 degrees 07 minutes 10 seconds West, along said right of way line, 442.28 feet to the Point of Beginning of the tract described herein; thence North 89 degrees 18 minutes 13 seconds East, 615.00 feet; thence North 01 degrees 07 minutes 10 seconds West, 449.85 feet; thence South 89 degrees 18 minutes 13 seconds West, 100.00 feet; thence North 01 degrees 07 minutes 10 seconds West, 112.30 feet; thence South 89 degrees 18 minutes 13 seconds West, 445.00 feet to the easterly right of way line of the aforementioned "North Greenmount Road;" thence in a southerly direction, along said easterly right of way line of "North Greenmount Road," the following 3 courses and distances; 1) South 01 degrees 07 minutes 10 seconds East, 22.50 feet; 2) South 48 degrees 16 minutes 30 seconds West, 92.20 feet; 3) South 01 degrees 07 minutes 10 seconds East, 479.13 feet to the Point of Beginning and containing 7.59 acres.

Subject to easements, rights, and restrictions of record or existence if any.

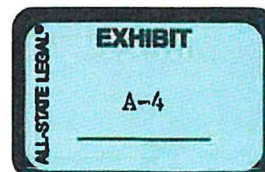


EXHIBIT B1 PARCEL NUMBER MAP

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SHILOH, ST. CLAIR COUNTY, ILLINOIS

Parcel Number 09-07.0-300-046

Parcel # 09-07.0-300-048

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Parcel # 09-07.0-300

THIS DRAWING DOES NOT SHOW UNDERGROUND UTILITIES. TO VERIFY THE LOCATIONS OF ANY UNDERGROUND UTILITIES WHICH MAY EXIST, CONTACT JULIE. (1-800-892-0123).

It is not necessary that the ALE contain complete information regarding (a) source, (b) destination, (c) recipient, (d) content, (e) subject or (f) any other information. For complete information a file system collection may include source, and for all files may include subject or any other information.

EXHIBIT B-1 PARCEL NUMBER MAP

AMBROSIA LAND INVESTMENTS, LLC

SHERBUT-CARSON-CLAYTON, LLC
14 MEADOW HEIGHTS PROFESSIONAL PARK
COLLINGSVILLE, ILLINOIS 62234
PH. (815) 343-3434

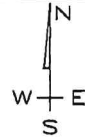
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PROJECT NO. 2414
MALE: 1"=100'
DATE: 8/18/22
DRAWN BY:
CHECKED BY:
DATE ENDED:
REVISIONS:

SHEET 1 OF 1

EXHIBIT B-2 AERIAL PARCEL NUMBER MAP

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SHILOH, ST. CLAIR COUNTY, ILLINOIS



PARCEL NUMBER
09-07.0-300-046



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● DENOTES FOUND HIGH PIV OR PIPE
● DENOTES FOUND CONC. MONUMENT
H DENOTES MEASURED DISTANCE
R DENOTES RECORD DISTANCE
+ DENOTES STREET FENCE T-POST
--- DENOTES RIGHT-OF-WAY LINE (PUBLIC STREET)

THIS DRAWING DOES NOT SHOW UNDERGROUND UTILITIES. TO VERIFY THE LOCATIONS OF ANY UNDERGROUND UTILITIES WHICH MAY EXIST, CONTACT JULLAE (1-800-882-0133).

IT IS NOT WARRANTED THAT THE PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, ENCUMBRANCES, RESTRICTIONS, OR OTHER MATTERS AFFECTING THE RIGHTS OF ANY LAND OR INTERESTS THEREIN. THE USER OF THIS MAP SHOULD BE AWARE THAT THE PLAT IS A REPRESENTATION OF THE RECORD AND THAT THE USER SHOULD BE AWARE THAT THE PLAT IS A REPRESENTATION OF THE RECORD AND THAT THE USER SHOULD BE AWARE THAT THE PLAT IS A REPRESENTATION OF THE RECORD.

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GRAPHIC SCALE

EXHIBIT B-2 AERIAL PARCEL MAP

AMBROSIA LAND INVESTMENTS, LLC

SHERBUT-CARSON-CLAXTON, LLC
14 MEADOW HEIGHTS PROFESSIONAL PARK
COLLINGSVILLE, ILLINOIS 62234
PH (618) 345-5454

PROJECT NO. 2414
SCALE: 1"=100'
DATE: 6/18/23
DRAWN BY:
CHECKED BY:
DATE CHECKED:
REVISIONS:
SHEET 1 OF 1