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STATE OF ILLINOIS  
MADISON COUNTY  
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DANIEL R. DONOHOO  
RECORDER

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FOR RECORDING PURPOSES ONLY

FOR ARBOR LAKE DEVELOPMENT, LLC

65/88

38.00  
Guaranty  
Title

**DECLARATION OF RESTRICTIONS  
FOR "ARBOR LAKE" SUBDIVISION**

Arbor Lake Development Co., LLC ("Developer"), the Owner of the following described real estate:

[SEE ATTACHED EXHIBIT A.], to be platted as "Arbor Lake 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").

1. **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.

2. **BUILDING LOCATION.** No house shall be located closer to any street or side or rear lot line than permitted by the ordinances of the CITY OF EDWARDSVILLE. 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 ten (10) feet from any side lot line, or closer than thirty (30) 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. 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.

3. **PLANS AND SPECIFICATIONS.**

3.1 An Architectural Committee is hereby established, which shall initially be comprised of the Managers of the undersigned Arbor Lake Development Co., LLC (hereinafter called the "Architectural Committee" or "AC"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor 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.

3.2 The Architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Restrictions. The Architectural Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed 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 Architectural Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Committee shall hold office until all Lots in the Subdivision are sold. However, the Architectural Committee may, at their discretion, assign this responsibility to the Homeowners Association who will then elect a new Architectural Committee as described below. 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 Architectural Committee 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 Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Committee whose term expires.

#### 4. DWELLING SIZE AND MISCELLANEOUS.

4.1 No one-story dwelling shall be permitted on any Lot 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 one-and-one half story or two story dwelling shall be permitted on any Lot which has less than **two thousand five hundred (2,500)** square feet of such floor space, with at least **one thousand three hundred (1,300)** square feet of such space on the first level in a one and one-half story dwelling, or a two story dwelling (any clerestory square footage may be counted as both first-floor and second-floor space).

4.3 No split-foyer dwelling shall be permitted without unanimous consent of the AC.

4.4 No temporary or permanent antenna or antennae will be allowed to be mounted on the ground. Small, exterior satellite dishes attached to the dwelling house shall be permitted if installed on the rear of the house.

4.5 No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located in the front yard of any lot, which shall be delineated by a line drawn from the front of the house, parallel to the front of the house (the wall closest to the street), extended out to the side lot lines. No above ground pools will be permitted. Type and style of basketball courts must be approved by the Architectural Committee/Homeowners Association prior to installation. The Architectural Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

4.6 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.

4.7 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 fully capable of housing a minimum of three automobiles. 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 Architectural Committee.

4.11 No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries, and light pickup and panel trucks, 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 on any Lot in 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. No exterior paved parking area, other than the driveway, may be located in the front yard. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways, and turnarounds shall be portland cement concrete. Any exceptions to these materials must be approved by the developer before installation. In addition, each owner is required to install a stamped concrete entry apron for the first five feet of the driveway beginning at the back of the street curb. The approved concrete stamp form is Mayan Cobblestone (#BST5100). The Concrete color is Autumn Oak (#L0850) and release agent color is Walnut. There are no exceptions to this requirement without prior written approval of the Architectural Committee.. Concrete stamp installer must be approved by Developer.

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

4.15 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 place 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 design, modular or mobile homes, or underground homes are allowed, nor any design inconsistent with the general architectural theme of the subdivision. By contracting to purchase or by purchasing a lot in the subdivision, the owner(s) thereof agree(s), unreservedly, to grant to the AC the power of approval as to architectural design and theme; 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. Brick, brick veneer, masonry (EIFS may be acceptable), or stone (natural or cement product) is required on at least 50% of the entire exterior wall surface of the 1<sup>st</sup> floor of a ranch or one-story home. This requirement can be met by covering the equivalent of the entire front and one side of the dwelling in brick, brick veneer, masonry or stone and 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 1 ½-story home, the requirement can be met by combining on the front and or sides the equivalent of making the entire front and first floor of one side brick, brick veneer, masonry or stone. In addition, 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 the top of the first floor level at a minimum. The Architectural Committee, in its sole and absolute discretion, may approve an exception to this requirement, in which case, any exception will require that some brick, brick veneer, masonry or stone, will be mandatory for the front and both sides of the home. Brick requirements will be reviewed for each home by the AC, which will have absolute authority and discretion in approving said brick requirement.

4.16 The balance of the exterior walls may be finished with lap-style fiber cement siding, insulated vinyl siding (i.e. solid core siding such as Crane Board, CedarBoard by Certaineed or Structure insulated siding by Alcoa), or a combination thereof approved by the Architectural Committee. No vinyl or aluminum siding shall be permitted. No wood siding shall be permitted. 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 AC 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, roofing materials, fencing, walls, and walkways.

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

4.18 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.

4.19 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 100 sq. ft. in size and shall be at least 10 feet from any property lines.

4.20 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 City ordinances. No wall, fences or fencing over five (5) feet in height shall be allowed on any Lot, nor shall any wall, fences, or fencing be located closer than one foot to any Lot line. No walls or fences may be placed in easement areas. 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 Architectural Committee. No wood, vinyl, chain link, wire or other metal wall, fence or fencing shall be permitted. Any fences constructed on lots 1 through 9, 38 and 39 which border Ridgeview Road must be approved by the Architectural Committee. Owner shall submit plot plan with location of fencing clearly delineated on submittal. It is a requirement that any fences crossing the back yard of these lots parallel Ridgeview Road with the location of said fencing to be consistent from lot to lot and in no way disturb the berm and landscaping therein. All walls, fences, and fencing must be submitted to, and approved by the Architectural Committee prior to construction, and

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

4.22 All houses shall be landscaped within 90 days of completion, across the front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials which shall be approved by the Architectural Committee. All lawn ornaments, garden structures and appurtenances must be approved by the Architectural Committee. Front and side yards shall be sod, but rear yards may be seeded. The landscape package shall have a minimum value of two thousand U.S. Dollars (\$2,000.00) and include a minimum of two shade trees in the front yard. Said trees must be a minimum of 1 ½" caliper and must be from the oak, maple or ash family. In addition, lots 70 through 85 are required to install a minimum of three evergreen trees (i.e. pine, spruce, hemlock) with a minimum height of six feet across the back of said lot in close proximity to the property line. The intended purpose of the evergreen trees is to provide natural screening material for the rear yard. Landscape plans should include the number and location of these trees and is subject to the approval of the Developer.

4.23 The entrance sign and landscaping and all common areas shall be maintained by the Homeowners Association. The berms on the rear property line of lots 1 through 10, lots 33 through 39 and lots 85 through 87 shall not be disturbed in any fashion by lot owner. The berm on the rear property line of lots 1 through 9 and lots 38 and 39 that border Ridgeview Road will be mowed and maintained by the Homeowners Association.

5. **ROOFS.** All roofs must be constructed with pitch of not less than **6/12**. Shingles must be architectural grade shingles or better and have a textured design and appearance, and be constructed of fiberglass, asphalt shingle, or wood materials. No three (3) tab shingles will be allowed. Any questions on Architectural shingles meeting requirements will be addressed to the Architectural Committees.

6. **MAILBOXES; YARD LIGHTS.** All Lot Owners will be required to install **matching mailboxes and address blocks, as selected by the Developer for installation at time of completion of residence and prior to occupancy. Cost of the mailbox and address stones including installation will be the expense of the owner.** If mailbox must be replaced, the box installed in its place shall be of the same type and design, and shall be purchased by the Lot 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 the City of Edwardsville. 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.

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 90 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. 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.

8.5 It shall be the responsibility of each owner to excavate at each driveway location down to the sanitary sewer and replace any excavated soil with select granular backfill (3/4" clean rock) to grade to prevent any potential settling problems.

8.6 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 four (4) feet wide, of concrete not less than four inches thick, with number six reinforcing mesh through the length of a driveway.

8.7 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 Arbor Lake 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 AC 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 sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for 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 the City of Edwardsville, Madison County, Illinois and to those public utility companies operating the city of Edwardsville, 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, altering, enlarging, removing, repairing, cleaning, and maintaining sanitary sewers, storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, all manholes, 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 City and 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 City and

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 sanitary sewers, other utility installations shall be subject to the prior approval of the said City so as not to interfere with or causes 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 to the City of Edwardsville, Madison County, Illinois, in upon across, over, under, and through the areas shown by dashed lines and labeled "DRAINAGE EASEMENT" on the 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 City 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 City 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, fences, surfaces, earth fill, or landscaping (including trees and shrubs) 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."

12. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for all common areas including maintenance of street and entrance landscaping, Subdivision fences, berms, detention basins, lake or streams (including dam maintenance, inspections, fees or permits as required) 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. A \$150.00 deposit on the annual assessments shall be made at the closing of the purchase of each Lot, pro-rated on a 12 month calendar basis, and said assessment shall be due and payable on January 1 of each succeeding year. Arbor Lake Development Co., LLC or affiliated companies may not be assessed more than \$25.00 for each finished, unsold lot it owns. Annual assessments shall be established by majority vote of the Lot owners, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot, at the first meeting of the Homeowners Association. Arbor Lake Development Co., LLC shall be entitled to one vote for each finished, unsold lot it owns. 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.

13. **LAKE COMMON AREAS; LAKE LOTS.**

13.1 The lake, detention, dam area and lake commons area shall be, other than for their required detention purpose, used for recreational purposes only. The common areas adjoining the lake shall be available for use by all lot owners of the subdivision. Individual lots adjoining the lake shall be for the exclusive use and enjoyment of the individual lot owners.

13.2 Except for lake maintenance, no boat motors of any type shall be permitted or allowed. No boat docks or launches shall be permitted. No boats, canoes, kayaks or other water vessels shall be stored on the shoreline or in the yards of any lot, but will be required to be stored inside when not in use. The lake waters shall not be used for irrigation purposes by any lot owner within the subdivision.

13.3 Shoreline contours shall not be altered, nor an adjoining lot size increased by the filling thereof, and no retaining walls, seawalls or other shoreline treatment shall be permitted by any individual lot owner without the express consent of the Developer and/or Homeowners Association.

13.4 No lot owner shall cause nor permit to be caused any condition which shall cause pollution to the lake waters or which will affect the wildlife or recreational use thereof. The owner of any lot who shall cause, directly or indirectly, or who shall allow or permit such pollution shall be solely responsible for promptly correcting any such condition upon receipt of written notice identifying such violation, at their cost and expense, together with the cost of returning said lake to its prior condition. Any such violation that is not timely and prudently remedied shall be subject to enforcement.

14. **HOMEOWNERS ASSOCIATION.** After **seventy-five percent (75%)** 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 "ARBOR LAKE 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. The owners of each Lot shall collectively own one share in the Homeowners Association. 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 the CITY OF EDWARDSVILLE, the CITY OF EDWARDSVILLE 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 28<sup>th</sup> day of December 2006.

**Arbor Lake Development Co., LLC**

By: Kevin H. Jones  
(Signature)

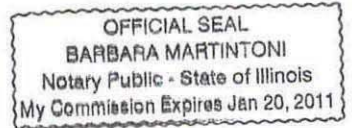
Kevin H. Jones  
(Print Name)

Member  
(Print Title)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MADISON )

I, the undersigned, a Notary Public of the State of Illinois, certify that Kevin H. Jones, personally known to me to be the member of **Arbor Lake Development Co., LLC**, and personally known 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 and delivered the instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Dated Dec. 28, 2006, 2007.



Barbara Martintoni  
Notary Public