

COVENANTS AND RESTRICTIONS

FOR "THE OAKS" SUBDIVISION (RESIDENTIAL LOTS 1-109 & D-1, D-2, D-3 & D-4 ONLY)

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, THE OAKS OF EDWARDSVILLE, INC., and THE OAKS DEVELOPMENT, INC. an Illinois Corporation ("Developer"), is the Owner of the following described real estate, to wit:

See Exhibit A for legal description.

NOW THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, proportion thereof, for use and sale, subject to the following covenants, conditions, and restrictions and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. **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 persons claiming under them, until March 1, 2024 at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the Owners of at least 67 percent of the lots, it is agreed to change said Covenants and Restrictions in whole or in part. These Covenants and Restrictions may be rescinded or amended by the undersigned, in whole or in part, until 67 lots in the subdivision are sold or five years after the first lot is sold, whichever comes first. Each lot shall have one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to March 1, 2024 or thereafter, by approving vote of all of the Owners of at least 67 percent of the Lots, which shall be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 Homeowner's Association herein below established, in the Recorder's office of Madison County, Illinois. The officers of the developer will be the Architectural Control Committee for each lot in the subdivision until an occupancy permit has been issued on such lot, this is not subject to rescission or amendment unless agreed to by the developer (see item #4). 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 and authority is hereby given, to any other person or person owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and 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 anyone of these Covenants or 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.

2. **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, not to exceed two stories in height, excluding the basement, plus an attached garage.

3. **SIDEWALKS.** The Owner of each Lot shall construct a sidewalk (or sidewalks), on such Lot, when and as required by the City of Edwardsville, at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks), and deliver a letter from the City of Edwardsville approving said sidewalk (or sidewalks) within 60 days of demand, then the Homeowner's Association may complete said sidewalk (or sidewalks) and bill the cost thereof to said Lot Owners; if not paid within 30 days, a lien may be filed, which will then attach to said Lot in the same manner as Section 20 below.

The City of Edwardsville requires that all sidewalks be maintained in accordance with the City of Edwardsville's then current subdivision control ordinance by, and at the cost of, the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided; the City may make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. The City of Edwardsville shall have the power and authority to maintain an action to foreclose upon said lien.

Within 36 months of approval and acceptance of responsibility by the City of Edwardsville for maintenance of streets and utilities within a development phase of the subdivision, The Oaks of Edwardsville, Inc. shall commence installation of sidewalks on any Lots then owned by it within such development stage, and such installation shall be completed within 12 months of commencement.

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than twenty (20) feet on any corner side lot line (adjacent to the Street), 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 lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

5. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers or the appointees of the undersigned The Oaks Development, Inc., and The Oaks of Edwardsville, Inc. The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement of any site preparation or construction on any Lot and also to the City of Edwardsville for obtaining proper permits, to wit

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

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control 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 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 Control 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 officers of the developer or its appointees will serve as the Architectural Control Committee until the developer specifies, or the sale of a total of 67 lots, whichever comes first. Commencing no later than with the sale of a total of 68 lots in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot that has had an occupancy permit issued on it. However, the officers of the developer shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these covenants and restrictions on each lot until an occupancy permit has been issued for that lot. At the first such meeting, two members of the Architectural Control 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 Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

6. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted, on any Lot, which has less than 1450 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half or two story dwelling shall be permitted, on any Lot which has less than 1800 square feet of such floor with at least 900 square feet of such space on the first level, (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

Lots 1-109

Ranch 1,450 Sq. Ft.

2 Story 1,800 Sq. Ft.

Minimum 1st Floor Sq. Ft. 900 Sq. Ft.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No above ground pools will be permitted. Basketball goals will be allowed provided they are freestanding of the residential structure. Type and style of basketball goals must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

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 anyone or more automobiles, for any period of time.

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.

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. No campers, trucks, mobile equipment, vans, boats, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.

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.

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 Control Committee.

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.

Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but shall be located at least 20 feet from any Lot line.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

7. ANTENNA AND SATELLITE DISH REQUIREMENTS. No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish type, style and location must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. GARAGE REQUIREMENTS. Each Lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. 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 Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete, brick or stone and subject to the City of Edwardsville's requirements.

Driveways must be located in agreement with the City of Edwardsville's then current ordinances.

Only residential driveways for lots 81, 82, 83, 84, 85, 86, 87, 88, 89 shall access directly

to Redwood Drive. No other residential driveway may access directly to Redwood Drive or Colleen Drive.

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

9. **BRICK and EXTERIOR WALL REQUIREMENTS.** The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, 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. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **Brick, brick veneer, or stone. is required on at least 25% of the front exterior wall surface** (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished hardboard type siding, aluminum siding, premium grade vinyl siding, cement board, or a combination thereof approved by the Architectural Control Committee. All exterior portion 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.

10. FENCE REQUIREMENTS.

A. Drainage Easements: A permanent, non-exclusive easement has been reserved for and granted to the City of Edwardsville, Madison County, Illinois, in, upon, across, over, under, and through the areas shown and labeled "Drainage Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, ditches, swales, catch basins, culverts, piping, and without limitation such other installations as may be required to provide for drainage of surface water from, to, or through the subdivision, 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 in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said City to cut down, trim, or remove any soil, silt, trees, shrubs, other plants or appurtenances or structures 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 (excluding street trees) 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"

Any wall, fence or fencing constructed or erected within or upon any type of easement other than a drainage easement shall comply with the provisions. of Section 10(C) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

B. Utility Easements: A permanent: non-exclusive easement has been reserved for and granted to the City of Edwardsville, Madison County, Illinois, and to those public utility companies operating in the City of Edwardsville, in, upon,

across, over, under, and through the areas shown and labeled "Utility Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, 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 subdivision, 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 in the subdivision for the necessary personnel and equipment to do any or all 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 (excluding street trees) 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 cause damage to these systems. Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"

- C. Other Fence Construction: No wall, fence, 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 between a line or lines intersecting that side of the house and parallel with that street. No wall, fence or fencing over 5 feet in height shall be allowed on any Lot (without permission of the Architectural Control Committee), nor shall any wall, fence or fencing be located closer than one foot to any Lot line. All walls, fences and fencing shall be wood, vinyl coated, or professionally constructed wrought iron construction and shall be white in color and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence or fencing shall be permitted. All walls, fences, and fencing must be submitted to, and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of the foregoing Sections 10(A) 10(B) or 10 (C) shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as a waiver of any subsequent violation or vary the terms of these provisions.

If the City of Edwardsville's zoning ordinances on fencing around in ground swimming

pools is changed and these covenants as they currently exist will not meet the changed zoning requirement then the covenants will automatically be changed to adopt the minimum change required to bring them in compliance with the new zoning ordinance.

11. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) ARCHITECTURAL GRADE SHINGLES OR BETTER.** Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. **NO 3 TAB SHINGLES ARE PERMITTED.** All roofs must have a **MINIMUM OF A 6/12 PITCH.**

12. **MAIL BOX AND YARD LIGHT.** All mail boxes must be white, metal in construction, and must match in style throughout the neighborhood.

Yard lights may be replaced with a post and fixture that matches the exterior décor of the house with which it is associated adhering to the following color palates: white, brass, black, grey (pewter), or oil rubbed bronze. (amended on 3/19/2015)

13. **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 type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

14. **SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the rear wall of the dwelling unit will be landscaped with grass sod. The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

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.

15. **CONSTRUCTION OF RESIDENCES. MAINTENANCE OF PROPERTY.** 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 clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

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

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 adjoining property or public right of way. Neither shall the owner or occupant of any Lot or parcel of land in the Subdivision alter the topography, grade, or elevation of a Lot or parcel of land so as to trap or dam flowing water or alter any area of natural drainage so as to prevent the flow of water across the lot or parcel of land so owned or occupied. 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 down spouts run-off shall be connected to storm sewers whenever permitted by municipal

regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lot or lots.

All dwelling units must be completed with twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the City of Edwardsville is issued.

16. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

17. **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.

18. **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.

19. **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, fence, landscaping or any other structure of any kind (excluding street trees) 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.

20. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of subdivision common areas and common areas used as green space, detention basin, street, boulevards and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by these Covenants and Restrictions, or established by the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having one vote to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessments 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 so 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 status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Lot or Lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Lot or Lots. The owners of each Lot shall collectively own one share in the Homeowners Association.

The Oaks of Edwardsville, Inc. shall be entitled to cast one vote for each lot that it owns in the subdivision. The Oaks of Edwardsville, Inc. will be assessed annually a maximum of \$50.00 per finished unsold lot it owns.

21. **HOMEOWNERS ASSOCIATION.** By September 1, 2005, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of The Oaks of Edwardsville, Inc. The homeowners association shall be a not-for profit corporation. The planned name of the Homeowners Association is The Oaks of Edwardsville Homeowners Association, (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, boulevards, easements, common areas and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2007. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts 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.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the City of Edwardsville in writing, 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 or both.

Commercial lots A, B, and C as recorded as part of the Final Plat of The Oaks subdivision will become members of The Oaks of Edwardsville, Inc Homeowners Association, and may be assessed annually no more than \$100.00 per finished unsold lot it owns.

The initial homeowners association dues will be \$100.00 per lot per year. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 of each year. The Oaks of Edwardsville, Inc. may be assessed annually no more than \$50.00 per finished unsold lot it owns.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned has set it~ hand and seal this 23rd day of March, A.D. 2004.

THE OAKS OF EDWARDSVILLE, INC.

BY:

Robert L. Plummer,
President/Secretary

**STATE OF ILLINOIS
COUNTY OF MADISON**

The undersigned, a Notary Public, in and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT ROBERT L. PLUMMER, personally known to me to be the President/Secretary of the Corporation which signed the foregoing document, and 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 severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial seal this 23rd day of March, A.D. 2004.

Notary Public

Prepared by and Mail to
Ronald D. Lowery
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025
618-656-5701 Ext. 127

"OFFICIAL SEAL"
Marilyn K. Beyer
Notary Public, State of Illinois
My commission Exp. 11/30/2007

EXHIBIT A

We, The Oaks Development Inc., as to Lots A, Band C, and The Oaks of Edwardsville, Inc., as to the remainder of the subdivision, being the Owners of tracts of land located in the South half of Section 7 and the North half of Section 18, Township 4 North, Range 7 West of the Third Principal Meridian, within the Corporate Limits of the City of Edwardsville, Madison County, Illinois, more fully described as follows:

Commencing at a stone marking the northeast corner of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 18; thence South 00 degrees 08 minutes 52 seconds East along the east line of said quarter, quarter, quarter section a distance of 159.39 feet to a point on the south right-of-way line of Illinois Route 143 and the Point of Beginning of the following described tract:

thence continuing South 00 degrees 08 minutes 52 seconds East from said beginning point along said east line a distance of 1187.80 feet to a point on the south line of the North half of the North half of Section 18; thence South 88 degrees 52 minutes 10 seconds West along said south line a distance of 1264.55 feet; thence continuing South 88 degrees 52 minutes 27 seconds West along said south line a distance of 598.00 feet; thence North 00 degrees 32 minutes 54 seconds West a distance of 659.23 feet; thence South 88 degrees 49 minutes 29 seconds West a distance of 131.65 feet to point on the east line of Dunlap Lake subdivision (Plat Book 21, page 72); thence North 00 degrees 29 minutes 54 seconds West along said east line a distance of 709.34 feet to a point on the south line of Section 7; thence North 89 degrees 28 minutes 59 seconds East along said south line a distance of 19.95 feet to the east right-of-way line of St. Mary's Drive; thence North 00 degrees 29 minutes 54 seconds West along said east line a distance of 1229.58 feet to the south right-of-way line of Illinois Route 143; thence South 56 degrees 42 minutes 49 seconds East along said right-of-way line a distance of 190.07 feet to a point of curve; thence southeasterly continuing along said right-of-way line and along a curve to the right having a radius of 28,647.89 feet through a central angle of 1 degrees 23 minutes 40 seconds an arc distance of 697.16 feet (South 56 degrees 00 minutes 10 seconds East, 697.15 feet chord measure); thence South 35 degrees 46 minutes 51 seconds West a distance of 415.30 feet; thence South 20 degrees 20 minutes 50 seconds West a distance of 62.06 feet to a point of curve; thence southerly along a curve to the left having a radius of 371.00 feet, through a central angle of 36 degrees 19 minutes 41 seconds an arc distance of 235.23 feet (South 2 degrees 10 minutes 59 seconds West, 231.31 feet chord measure) to a point of tangent; thence South 15 degrees 58 minutes 51 seconds East a distance of 99.99 feet to a point of curve; thence southerly along a curve to the right having a radius of 535.00 feet, through a central angle of 15 degrees 28 minutes 57 seconds an arc distance of 144.57 feet (South 8 degrees 14 minutes 23 seconds East, 144.13 feet chord measure) to a point of tangent; thence South 2 degrees 21 minutes 55 seconds West a distance of 100.13 feet to a point of curve; thence southeasterly along a curve to the left having a radius of 345.00 feet, through a central angle of 90 degrees 40 minutes 04 seconds an arc distance of 545.95 feet (South 45 degrees 49 minutes 51 seconds East, 490.74 feet chord measure) to a point of tangent; thence North 88 degrees 50 minutes 07 seconds East a distance of 567.97 feet to a point of curve; thence easterly along a curve to the right having a radius of 305.00 feet, through a central angle of 16 degrees 56 minutes 26 seconds an arc distance of 90.18 feet (South 82 degrees 41 minutes 40 seconds East, 89.85 feet chord measure); thence North 00 degrees 35 minutes 06 seconds West a distance of 362.75 feet; thence North 12 degrees 46 minutes 11 seconds East a distance of 350.92 feet to the south right-of-way line of Illinois Route 143; thence South 54 degrees 44 minutes 08 seconds East along said right-of-way line a distance of 177.54 feet to a point of curve; thence southeasterly along said right-of-way and along a curve to the left having a radius of 5759.58 feet, through a central angle of 3 degrees 05 minutes 30 seconds an arc distance of 310.78 feet (South 56 degrees 16 minutes 53 seconds East, 310.74 feet chord measure) to the Point of Beginning. Containing 60.335 acres have caused the said tract to be surveyed and subdivided in the manner shown, and said subdivision is to be hereinafter known as The Oaks, except as noted.

DECLARATION OF COVENANTS AND RESTRICTIONS

The Declarant, The Oaks of Edwardsville, Inc, and The Oaks Development, Inc is the owner in fee simple of certain real property, hereinafter called "Restricted Property," lying, being, and situated in the County of Madison, State of Illinois, and described as follows; to wit:

Lot D-3 (1.19 Acre) and Lot D-4 (.50 Acre) Wetlands, as recorded on the Final Plat of The Oaks subdivision. located in the South 1/2 section 7 and the North 1/2 section 18, T.4 N., R 7 W. of the 3rd P.M., Edwardsville, Madison County, Illinois. (As per Plat recorded Cabinet 63, page 230).

The "Restricted Property" herein is, or will become, a wetland under the regulatory jurisdiction of the St. Louis District of the U.S. Army Corps of Engineers (hereinafter referred to as the U.S. Army Corps of Engineers), pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant is the applicant for a US. Army Corps of Engineers nationwide permit number NW-39 for Regulatory file number 200104780, to place fill in wetlands in accordance with plans which form a part of the US. Army Corps of Engineers permit, Regulatory File number 200104780 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetlands pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant and the US Army Corps of Engineers have reached an agreement whereby the Declarant will be permitted to place fill in wetlands in accordance with the terms and conditions of US. Army Corps of Engineers permit, Regulatory file number 200104780, and; that in consideration for the permittee to place fill material in wetlands, the Declarant will mitigate the adverse environmental effects resulting from the placement of fill material in wetlands by creating approximately 0.52 acres of wetlands adjacent to Wetland Area C (as defined in SCI Wetland delineation date June 2, 2001 or Lot D-3 as recorded on the Final Plat). Wetland Area C, and the 0.52 acres of created wetlands, when completed will be what is described herein as the "Restricted Property" and dedicating the realty described as the "Restricted Property" for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in wetlands would not have been granted but for the performance of the mitigation measures contained in the said permit, including the dedication of the "Restricted Property" for this use as environmental mitigation, and; that a certified copy of this document, as recorded in the Office of the County Recorder for Madison County, Illinois, must be submitted to the US. Army Corps of Engineers within 60 days of execution of permit, Regulatory file number 200104780 and; the said permit is issued in consideration for the performance of the mitigation measures contained in the said permit, including the execution and recording of this Declaration of Covenants and Restrictions.

NOW, THEREFORE: the Declarant for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make-the following covenants and creates the following-restrictions on the "Restricted Property", for the purpose set forth herein:

COVENANTS OF DECLARANT:

1. The Declarant shall not obstruct the view of "Restricted Property" in its natural, scenic, and open condition;
2. The Declarant does hereby insure the right of the U.S. Army Corps of Engineers, in a reasonable manner and at reasonable time, to enforce by proceedings at law or in equity the covenants hereinafter set forth. The U.S. Army Corps of Engineers does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this declaration by any prior failure to act;
3. The Declarant does hereby agree to allow the U.S. Army Corps of Engineers the right to enter "Restricted Property" at all reasonable times for the purpose of inspecting "Restricted Property" to determine if the Declarant, or its heirs or assigns, is complying with the covenants and purposes of this declaration.
4. Without the prior written consent from the U.S. Army Corps of Engineers under the terms of the aforesaid U.S. Army Corps of Engineers Permit number 200104780, the Declarant shall abide by the following covenants:
 - a. There shall be no dredged or fill material placed on "Restricted Property" except as necessary for completion of the approved mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit, Regulatory file number 200104780, or for public safety or essential utility services. However, any public safety or essential utility service project must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - b. There shall be no commercial, industrial, agricultural, residential or recreational developments, buildings, or structures including signs, billboards, other advertising material, or other structures built or placed on "Restricted Property" except as necessary to the U.S. Army Corps of Engineers permit, Regulatory file number 200104780, or for educational or interpretive purposes. However, any projects for educational or interpretive purposes must be approved upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - c. There shall be no removal or destruction of trees and plants, mowing, draining, plowing, mining, removal of topsoil, sand rock, gravel, minerals, or other materials, on "Restricted Property" except as necessary for completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit, Regulatory file number 200104780, or for required tree height restrictions to meet airport safety measures. Pursuant to the mitigation plan, any forest management plan must be approved by

the U.S. Army Corps of Engineers, Illinois Department of Conservation, and U.S. Fish and Wildlife Services.

- d. There shall be no grazing of cattle, sheep, horses, or other livestock on "Restricted Property".
- e. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on "Restricted Property", except as necessary for completion of the mitigation plan as provided pursuant to the US. Army Corps of Engineers permit, Regulatory file number 200104780.

This Declaration of covenants and Restrictions may be changed, modified or revoked only upon written approval of the US Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Declarant reserves for itself, its heirs and assigns, all rights as owner of "Restricted Property", including the right to use the property for all purposes not inconsistent with this grant.

This Declaration of Covenants and Restrictions is created in consideration for the Declarant being allowed to place fill in wetlands in accordance with the terms and conditions of the U.S. Army Corps of Engineers permit, Regulatory file number 200104780.

The terms and conditions of this Declaration of Covenants and Restrictions shall, as of the date of execution of this document, bind the Declarant to the extent of its legal and/or equitable interest in "Restricted Property", and; this Declaration, and the covenants and restrictions contained herein, shall run with the land both as to benefit and to burden and shall be binding on the Declarant and its heirs, successors, and assigns forever.

The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of "Restricted Property" or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of "Restricted Property" shall set for the terms and conditions of this document either by reference to this document or set forth in full text. .

IN Witness, said Declarant has caused its name to be signed to these presents this _____ day of _____ 2004.

(Name of Corporation or Individual)