

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

March 9, 2018

NOTICE

MEETING OF THE COMBINED PLANNING AND ZONING BOARD

The Combined Planning and Zoning Board meeting has been scheduled for **Tuesday, March 13, 2018, at 6:00 p.m.**

- I. Items to be Reviewed
 - PLAN COMMISSION:**
 - A. Old Business
 - 1. Approval of February 13, 2018 Minutes
 - 2. Recommend Change in Preliminary Plat Approval for Subdivision from three to five years
 - B. New Business
 - 1. Preliminary Plat Approvals for Lone Oak Trails Second Addition and Timberwolf Estates Second Addition

BOARD OF APPEALS:

- A. Old Business:
- B. New Business:
- C. General Concerns:
- D. Public Participation
- E. Adjourn

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

Combined Planning and Zoning Board
Tuesday, February 13, 2018 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Combined Planning and Zoning Board was called to order at 6:00 p.m. on Tuesday, February 13, 2018, in the Municipal Center by Chairperson Steve Woodward. Members present were Chairperson Steve Woodward, Kevin Groth, Rita Green (absent), David Parrish, Gary Mack (6:08 p.m.), Mike Heap, Lee Smith, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Bob Vollmer, Kayla and Ken Rosenberg.

PLAN COMMISSION:

A. Old Business:

1. Approval of January 9, 2018 Minutes: Gary Mack motioned to approve the January 9, 2018 minutes and David Parrish seconded the motion. All voting yea, the motion carried.
2. Recommend Change in Preliminary Plat Approval for Subdivision from three to five years: Village Administrator Tony Funderburg advised in order to change the subdivision code, we need to hold a public hearing. That has been scheduled for the normal March meeting.

B. New Business:

1. Vollmer Construction and Development, LLC's Request to Rezone 800 Southgate Drive from B-1 to MR-2: Chairperson Woodward read notice and swore in those individuals wishing to speak. Mr. Vollmer advised they are under contract to purchase 800 Southgate contingent on this rezoning request. They intend to build a six-family apartment building similar to the ones that exist on Southgate Drive. Mr. Vollmer advised they could have fit a seventh apartment but wanted enough space for the parking. All apartments will be 2 bedrooms and 1 bath units. The style will be more updated and similar in size and structure as the surrounding buildings.

Village Administrator Tony Funderburg advised he and Mayor Speiser met with Bill and Bob Vollmer. They discussed where this building would fit best, and we agreed on this area. Steve said the original intent of the zoning that area as business was the Plan Commission felt the shopping center area would extend more business around it and that didn't happen. Steve stated there is MR-2 across the street and this would not be spot zoning. Kevin Groth asked if this will be a 2-story building, and Bob said yes or possibly 2-1/2 stories. The building will be well under the height requirements.

Lee Smith motioned to recommend to the Village Board the parcel at 800 Southgate be rezoned from B-1 to MR-2 and Mike Heap seconded the motion. **ROLL CALL VOTE:** Lee Smith – yes; Mike Heap – yes; Rita Green – absent; Kevin Groth – yes; David Parrish – abstain; Gary Mack – yes; Steve Woodward – yes. With 5 yes votes, 1 abstention, 1 absent, the motion carries.

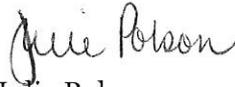
Kevin Groth motioned to close the hearing at 6:09 p.m. and Gary Mack seconded the motion. All voting yea, the motion carried.

Combined Planning and Zoning Board Minutes
Tuesday, February 13, 2018
Page 1 of 2

Tony stated Bob and Bill Vollmer will most likely be back next month with the original approved plats for Lone Oak and Timberwolf for review and approval.

BOARD OF APPEALS:

- A. Old Business: None.
- B. New Business: None.
- C. General Concerns: Steve asked Lee about the land the firehouse purchased, and Lee said that is off the radar screen. They have no plans to sell the property. Tony commented he and John are watching the entrance to the daycare on Rt. 15. We don't know if they have approval from IDOT for the highway entrance. We want to make sure the pipe is sized correctly for the flow of water. Lee brought up Toms, and Tony advised the company is telling us they aren't closing. We can't say what their intentions are. Once we confirm what is going on then, we can move forward.
- D. Public Participation: See above.
- E. Adjourn: *Lee Smith motioned to adjourn the meeting at 6:21 p.m. and Gary Mack seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

NOTICE OF HEARING BEFORE THE
COMBINED PLANNING AND ZONING BOARD
AMEND SUBDIVISION CODE
18-02

TO WHOM IT MAY CONCERN:

Public Notice is hereby given to all persons in the Village of Freeburg, St. Clair County, Illinois, that a public hearing will be held on **Tuesday, March 13, 2018 at 6:00 p.m.**, in the Municipal Center, 14 Southgate Center, Freeburg, Illinois. This meeting is to review a proposed amendment to Section 34-2-1(F)(6) of the Preliminary Plat section of the Subdivision Code of the Village of Freeburg which will change the final approval of the last part of the plat from three to five years.

Information is on file and available for examination in the office of the below named Board, Freeburg Municipal Center, 14 Southgate Center, Freeburg, Illinois.

All persons are invited to attend said hearing and be heard.

Dated at Freeburg, Illinois, this 15th day of February, 2018.

Steve Woodward, Chairman
Combined Planning and Zoning Board

Commissioner of the appropriate township, and the public utilities involved. In the case of the platted tracts wherein any lots have been sold, the written vacation instrument must also be signed by all the owners of lots in said tracts.

(Ord. 716, passed 3-16-87) (Sec. 154.86)

Statutory reference:

Vacation of plats, see ILCS Ch. 765, Act 205, §§ 6 - 8

34-5-8 MAINTENANCE OF IMPROVEMENTS.

(A) The subdivider/developer shall maintain all the improvements in the subdivision until they have been accepted by and dedicated to the Village or other appropriate entity.

(B) Prior to dedication, the subdivider/developer shall post a maintenance bond with the Village Clerk in the form approved by the Village Attorney. Said bond shall be in the amount determined by the Village Engineer to be sufficient to guarantee the satisfactory condition of the required improvements for a period of **two (2) years** from the date of their acceptance and dedication. If, at any time during the **two (2) year** period, the improvements are found to be defective, they shall be repaired/replaced at the subdivider's/ developer's expense. If the subdivider/developer fails or refuses to pay such costs within **ninety (90) days** after demand is made upon him by the Administrator, the Village shall use the maintenance bond to make the necessary repairs/replacements. If the cost of the repairs/replacements exceeds the bond amount, the subdivider/developer shall be liable for the excess. At the end of the **two (2) year** period, the maintenance bond shall be released.

(Ord. 716, passed 3-16-87) (Sec. 154.87)

34-5-9 SCHEDULES AND BONDS.

(A) Schedule A. Checklist for Preliminary Plan.

Lone Oak Trails (Name of Subdivision)
2/23/2018 (Date of submission)
 _____ (Due date of recommendation - 60 days)

(NOTE: To properly execute this checklist, the subdivider or his engineer shall:

- (A) Insert the required information.
- (B) Denote compliance with applicable ordinances by placing his initials in all spaces where applicable.
- (C) Denote those items which the subdivider considers "not applicable" to this particular subdivision by the abbreviation "N.A.").

- GSH 1. Six copies of preliminary plan submitted.
- GSH 2. Plans conform to Section 34-2-2.
- GSH 3. Plan scale is not less than 1" to 100'.
- K 4. Minimum profile scale is 1" to 100' horizontal and 1" to 10' vertical.
- K 5. A title sheet is included with each set of preliminary plans.
- GSH 6. Name of proposed subdivision shown.

* Part of Improvement Plans to be submitted at a later date

- GS11 7. Location given by town, range, section or other legal description.
- GS11 8. Name and address of owner, trust, corporation, or subdivider having control of project is shown.
- GS11 9. Name and seal of registered engineer or surveyor who prepared topographic survey is shown.
- GS11 10. Name and address of the designer of the plan is shown.
- GS11 11. North direction is shown.
- GS11 12. Date of preparation and date of revision, if any, is shown.
- GS11 13. A location map is included indicating:
 - GS11 a. A scale of not less than 1" to 1,000'.
 - GS11 b. Boundary lines of adjoining land within an area bounded by the nearest arterial streets or other natural boundaries.
 - GS11 c. Use of surrounding land.
 - GS11 d. Ownership of the surrounding land.
 - GS11 e. Alignment of existing streets.
 - GS11 f. Section and corporate lines.
- GS11 14. Boundary lines of proposed subdivision are clearly shown.
- GS11 15. Total approximate acreage is shown.
- GS11 16. Existing zoning classification is indicated.
- GS11 17. The following existing items, if within the boundaries of the subdivision, or located 100' or less outside the boundaries are shown:
 - GS11 a. Previously platted streets and other right-of-way, with improvements, if any, indicating:
 - GS11 1. location
 - GS11 2. widths
 - GS11 3. names
 - NA b. Railroad rights-of-way, indicating:
 - _____ 1. location
 - _____ 2. dimensions
 - NA c. Utility rights-of-way, indicating:
 - _____ 1. location
 - _____ 2. widths
 - _____ 3. type
 - _____ a. sewer
 - _____ b. water
 - _____ c. electric
 - _____ d. other
 - NA d. Parks and other open spaces indicating:
 - _____ 1. location
 - _____ 2. area
 - GS11 e. Easements, indicating:
 - GS11 1. location
 - GS11 2. width
 - GS11 3. purpose
 - GS11 f. Permanent buildings and structures, indicating:
 - GS11 1. location
 - GS11 2. setback lines
 - GS11 3. names of owners

- GSH g. Section and corporate lines
- GSH h. Sanitary sewers, indicating:
 - GSH 1. location
 - GSH 2. size
 - GSH 3. manholes
 - GSH 4. invert elevations at manholes
- GSH i. Water mains, indicating:
 - GSH 1. location
 - GSH 2. size
 - GSH 3. valves, indicating:
 - NA a. valve manhole, or
 - NA b. valve box
 - GSH 4. fire hydrants and auxiliary valves
- GSH j. Culverts, indicating:
 - GSH 1. type
 - GSH 2. location
 - GSH 3. size
 - GSH 4. invert elevation
- GSH k. Storm sewers, indicating:
 - GSH 1. location
 - GSH 2. size
 - GSH 3. catch basins
 - GSH 4. invert elevations
- NA l. Watercourses, indicating:
 - _____ 1. type
 - _____ 2. high water width and elevation
 - _____ 3. width of easement
 - _____ 4. location of easement
- NA m. Marshes, indicating:
 - _____ 1. location
 - _____ 2. dimensions
 - _____ 3. soil bearing capacity
- NA n. Rock outcrops, indicating:
 - _____ 1. location
 - _____ 2. dimensions
- GSH o. Monuments and survey markers, indicating:
 - GSH 1. location
 - GSH 2. type
- GSH 18. Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, indicating:
 - GSH a. Existing contours at vertical intervals of not more than 2'.
 - GSH b. Proposed contours at vertical intervals of not more than 2'.
 - GSH c. Bench mark, indicating:
 - GSH 1. location
 - GSH 2. description
 - GSH 3. elevation
- NA 19. Soil bearing data is given, if required by the Superintendent of Public Works, indicating:

- _____ a. Location of tests
- _____ b. Depth of tests
- _____ c. Soil bearing capacity
- _____ d. Moisture content

GSH 20.

The following proposed items, if within the boundaries of the subdivision or located 100' or less outside of the boundaries, are shown:

- GSH a. Layout of streets, indicating:
 - NA 1. Arterial streets, indicating:
 - _____ a. 80' right-of-way width
 - _____ b. 50' roadway width
 - GSH 2. Collector streets, indicating:
 - GSH a. 60' right-of-way width
 - GSH b. 40' roadway width, back to back of curbs
 - GSH 3. Local streets, indicating:
 - GSH a. 50' right-of-way width
 - GSH b. 36' roadway width, back to back of curbs
 - GSH 4. Cul-de-sac streets, indicating:
 - GSH a. 50' right-of-way width
 - GSH b. 26' roadway width, back to back of curbs 30' B/C - B/C
 - GSH c. The length does not exceed 500' unless there are less than 16 lots abutting the cul-de-sac street.
 - GSH d. Terminus is circular, or nearly so, and right-of-way is at least 120' 100' in diameter.
 - GSH e. Terminus roadway width is 80' in diameter. 90' B/C - B/C
 - NA 5. Marginal access street, indicating:
 - _____ a. 50' right-of-way width
 - _____ b. 24' roadway width back to back of curbs
 - GOOD 6. Through street shown extended to boundaries of subdivision
 - GSH 7. Storm water runoff pattern on paving
- GSH b. Names of streets
 - GSH 1. Not duplicating the name of any street heretofore used in the village: or its environs, unless the street is an extension of an already existing street, in which case, the name shall be used.
- X c. Street improvement plan showing location of all new street improvements, including those to the center line of previously dedicated rights-of-way, abutting the subdivision, in accordance with present village standards.
- GSH d. Utility easements:
 - GSH 1. Located at the rear of each lot and other necessary locations

Part of Improvement Plans to be submitted at a later date

Part of Improvement Plans
to be submitted at ~~#~~ e.
a later date

- GSA 2. Not less than 10' in width on each lot
- GSA 3. Purpose is indicated
- GSA 4. Storm water runoff is indicated
- e. Centerline profiles of all streets showing gradients not less than 0.4 percent and not more than:
 - _____ 1. 5.0% on collector streets
 - _____ 2. 7.0% on minor streets
- NA f. Pedestrian ways, when required, indicating:
 - _____ 1. Location at approximately the center of blocks in excess of 900' in length
 - _____ 2. Width not less than 12'
 - _____ 3. Shrub or tree hedge at side boundary lines
- GSA g. Block layout, indicating:
 - GSA 1. Blocks do not exceed 1200' in length
 - NA 2. Additional access ways to parks, schools, etc., are shown in accordance with the Combined Planning and Zoning Board's requirements
 - GSA 3. Blocks fit readily into the overall plan of the subdivision, with due consideration given to:
 - GSA a. topographical conditions
 - GSA b. lot planning
 - GSA c. traffic flow pattern
 - NA d. public open space areas
 - NA 4. Block numbers
 - NA 5. Blocks intended for commercial, industrial or institutional use are so designated.
- GSA h. Lot layout, indicating:
 - GSA 1. Lot dimensions
 - GSA 2. Lot areas, not less than those stipulated in the appropriated district regulations of the zoning code (Areas may be listed by Schedule)
 - GSA 3. Building setback lines shown and properly dimensioned
 - GSA 4. Proposed land use
 - GSA 5. Lot numbers
 - GSA 6. Corner lots are sufficiently larger than interior lots to allow maintenance of building setback lines on both street frontages and still allow a buildable width equal to that of the smallest interior lot in the block
 - GSA 7. All lots abut a publicly dedicated street for a distance of not less than the minimum width of the lot
 - GSA 8. Lots are as nearly rectangular in shape as is practicable
 - GSA 9. Lots are not less than the provision of the zoning code
 - GSA 10. Lot lines are substantially at right angles to the street lines and radial to curved street lines

- GJH 11. Double frontage lots only where:
 - GJH a. lots back upon an arterial street and front on an access street
 - NA b. topographic or other conditions make subdividing otherwise unreasonable
 - _____ c. lots can be made an additional 20' deeper than average
 - NA d. a protective screen planting is indicated on one frontage
- NA 12. Lots abutting or traversed by a watercourse, drainage way, channel way, channel, or stream, indicate:
 - _____ a. additional width and depth to provide an acceptable building site
 - _____ b. width of easement is at least 15' wider on each side of water at high water level
- GJH 13. Due regard for natural features, such as:
 - GJH a. trees
 - ~~NA~~ b. watercourses
 - GJH c. historic items
 - GJH d. other similar conditions
- NA i. Areas intended to be dedicated for public use, indicating:
 - _____ 1. Plan conforms to general development plan of the village
 - _____ 2. Purpose
 - _____ 3. Acreage
- GJH j. Source of domestic water supply, indicating:
 - GJH 1. Connection to existing water mains
 - NA 2. Location of site for community water plant
- GJH k. Provision for sewage disposal, indicating:
 - GJH 1. Connection to existing sanitary sewer mains
 - NA 2. Location of site for community sewage disposal plant
- NA l. School sites, indicating:
 - _____ 1. Location
 - _____ 2. Dimensions
 - _____ 3. Acreage
- GJH m. Topographic information, indicating:
 - GJH 1. Proposed changes in elevation of land showing that any flooding would be relieved
 - GJH 2. Adequate installation of storm sewers would remove the possibility of flooding
- GJH n. Sanitary Sewer layout, indicating:
 - GJH 1. Location
 - GJH 2. Size
 - ~~NA~~ 3. Invert elevations at manholes
 - GJH 4. Manhole locations

Invert data on improvement plans.

- GSA o. Watermain layout, indicating:
 - GSA 1. Location
 - GSA 2. Size
 - GSA 3. Looped pattern where practicable
 - GSA 4. Fire hydrants, spaced apart not more than 400'

- GSA p. Storm sewer layout, indicating:
 - GSA 1. Location
 - GSA 2. Catch basins at not more than 600' intervals
 - GSA 3. Storm water is not carried across or around any intersection
 - GSA 4. Surface water drainage pattern for individual lot and block

- GSA q. Street light layout, indicating:
 - NA 1. Locations and typical street light detail, or
 - GSA 2. Statement by subdivider that street lights will be installed in accordance with village standards

Developer to provide

- # GSA 21. An outline of proposed covenants accompanies the plans, indicating the intention of the subdivider to have the covenants recorded with the final plat.

- GSA 22. GSA a. Protective against obstruction against drainage easements. Typical street cross-section showing base construction, surfacing, concrete curb and sidewalk in accordance with the land improvements code.

- GSA 23. Indication that sidewalks will be installed along all lot lines coincidental with street rights-of-way.

- GSA 24. Indication on drawing or by certificate that subdivider is aware of his responsibility for installation of street signs and for seeding and tree planting in all parkways.

Completed by Greg Hahn / Rhutzel and Associates, Inc. (Name)

PO Box 97 Freeburg (Address)

Reviewed by: _____ (Zoning Administrator)

_____ (Date)

Considered by Combined Planning and Zoning Board on _____ (Date)

_____ (Chairman)

(B) **Checklist for Engineering Plans.**

_____ (Name of Subdivision)

_____ (Date of Submission)

_____ (Due Date of Recommendation - 45 Days)

(NOTE: To properly execute this checklist, the subdivider or his engineer shall:

- (A) Insert the required information.
- (B) Denote compliance with applicable ordinance by placing his initials in all spaces where applicable.
- (C) Denote those items which the subdivider considers "not applicable" to this particular subdivision by the abbreviation, "N.A.")

- 1. Plans have been submitted within twelve (12) months of the date of approval by the Village Board of the Preliminary Plan.

STATE OF ILLINOIS)
COUNTY OF ST. CLAIR) SS
FILED FOR RECORD
IN THE RECORDER OF DEEDS OFFICE

After recording, return to:

Noble-Vollmer Realty
2810 Frank Scott Parkway West
Suite 712
Belleville, IL 62223-5007

Sample
only

04 JUL 29 AM 10:12

Michael T. Bettler

RECORDER

Above for recording information only

RESTRICTION INDENTURE FOR LONE OAK TRAILS ^{Second} FIRST ADDITION

WHEREAS, there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 29th day of July, 2004 in Book of Plats 104, Page 65, a real estate subdivision plat known as "LONE OAK TRAILS FIRST ADDITION," being a subdivision of the premises shown thereon, said premises being located in St. Clair County, Illinois.

AND WHEREAS, said plat, and the premises shown thereon, are hereby incorporated by reference.

AND WHEREAS, the maker of this Indenture, hereinafter subscribed, is the owner of the premises comprising the subdivision, with the right to convey the said premises, or any part or parts thereof.

AND WHEREAS, the maker of this Indenture desires to impose on the said premises certain conditions, easements, reservations, limitations, and restrictions.

NOW, THEREFORE, in consideration of the mutual advantages to accrue to the undersigned, as well as to the future owners of the premises, this Restriction Indenture hereby imposes on the premises constituting "LONE OAK TRAILS FIRST ADDITION" said certain easements, conditions, reservations, restrictions and limitations, which are hereby made a part of the plat of said subdivision hereinbefore referred to, to-wit:

1. BUILDING LINES

No building or structure, nor any part thereof, may be erected or maintained in the space between any building line shown on the said plat and the public thoroughfare which is adjacent to the front or side of any lot. No dwelling, nor any part thereof may be erected or maintained nearer to any line defining the limits of ownership of the adjacent property than the minimum distance allowed by the Village of Freeburg Subdivision Control Ordinance. This provision shall only apply to exterior walls. No fence or fences shall be permitted on any lot which extends any farther forward than five (5) feet from the back corner of the residence.

2. EASEMENTS

All easements, as shown on this plat, shall be, and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewers, signage, water retention, and other subdivision essentials and facilities. Within these easements no trees, plantain or other vegetation, material or refuse shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct water, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels located in the easements. No building or structure, nor any part thereof, or other interfering obstruction may be erected, constructed, or maintained within, on or over any easement, as shown on this plat, or which may hereafter be established. It is expressly declared and provided, however, that the said owners of the land comprising this subdivision at the time of its recording, reserve, and retain unto themselves, and so long as it remains in the ownership of any one or more of the lots, the right and privilege to eliminate any one or more of the easements, or any part or parts thereof, but there shall, at the time, be provided (for each lot affected thereby and for the building or structure which may then or thereafter be erected thereon) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall also be established such additional easement, or easements, if any, as may thereby be made necessary. Such elimination or establishment of any easement, easements, or any part or parts thereof shall become effective upon the execution by the said owners of an instrument appropriate thereto, which shall be duly acknowledged and filed for record in the said Recorder's Office. All future owners of said lots shall properly care for the appearance of, and keep free from unsightly accumulations, weeds, debris, and other waste matter; any failure to comply with this provision shall constitute a nuisance within the meaning of this Indenture. Other than the platted streets created by the Developers hereinafter named, no easement or right of access shall be granted or permitted across, through, or over any lot, the effect of which would be to provide access for vehicular or other traffic into or out of said subdivision or the streets or roads thereof; nor shall any lot be used in any manner to provide such access. Nothing contained in this easement section or in any other portion of these Subdivision Restrictions shall prohibit the Developers hereinafter named from utilizing any easement or lot for the purpose of providing access and utilities to any land that adjoins said subdivision or the streets or roads thereof.

3. NUISANCE

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 a nuisance to the neighborhood. The drying of clothes and other materials shall not be permitted outside of an enclosed area except in the rear yard of the dwelling. Additionally, at no time shall any antenna, satellite, or microwave dish be installed on any lot, excepting any DSS Digital Satellite System or similar system using a fixed 18 inch or fixed 24 inch satellite antenna.

No trade or business or professional activity shall be carried on upon any building site. No business vehicles, including trucks (larger than 3/4 ton pick-up) or any similar vehicles used for business purposes shall be parked on any public way or on any property unless same are parked within an enclosed garage. This prohibition shall not apply to the vehicles of service or utility establishments, mercantile, or construction business while engaged in the rendering of service or performance of their business to and with the inhabitants of the premises or

for the premises themselves. Parking of automobiles on any lot other than on a driveway provided thereon, shall be prohibited, except that any parking lots that are provided and approved by the Architectural Control Committee shall be allowable, and parking thereon shall not be prohibited. Repair of automobiles and building of boats or trailers shall be prohibited unless said repair and building is accomplished in an enclosed garage.

Boats, junked or abandoned vehicles, boat trailers, camping equipment, or mobile campers or trailers shall be prohibited from being parked on any private or public property. Nothing shall be done thereon which may become an annoyance or a nuisance to the neighborhood. No trailer, basement, tent, shack, garage, barn or other out-building shall be at any time used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence; no trailers of the residential and/or the commercial type, either empty, filled or otherwise, shall be maintained or permitted to remain on any portion of the premises for any length of time, including streets, alleys, easements, and driveways, excepting such trailers as are reasonably necessary for the moving in or from any home for the necessary and reasonable length of time required for such moving operations, and building supply trailers used by any contractor working in and about the development of said Subdivision.

Motorized cycles or carts not requiring registration with the State of Illinois (excluding construction, landscaping or maintenance equipment) shall be prohibited from using the access roads or subdivision roads on the subject premises.

4. MODEL HOMES

Construction of model homes is expressly permitted as long as they conform to the restrictions contained herein.

5. COAL, OIL, GAS AND OTHER MINERALS

All coal, oil, gas and other minerals underlying the premises, and all rights in favor of same, are reserved to owner. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6. SIGNS

Other than entry signs for the subdivision, no signs (except security system or similar inconspicuous signage with a surface area of less than one hundred (100) square inches per sign), advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one (1) "For Sale" sign (not to exceed 2 feet x 2 feet in dimension) on a lot; or (ii) signs erected or displayed by maker, maker's agents or brokers or by a successor builder-developer in connection with the development of the subdivision and the sale and/or construction of improvements on the lots.

7. MAINTENANCE

Once construction on any lot has been commenced, all construction of improvements on that lot must be completed within nine (9) months from the day the construction improvements commenced. No construction debris (i.e.; concrete, rock, etc.) may be disposed of or stored

on any lot or vacant ground. All excess dirt from basement or foundation excavation must be stored on the respective lot under construction and may not be spread across or stored on vacant lots. The land and all improvements shall be maintained by the owners in good condition and repair throughout the period of construction and thereafter. All lot owners shall be required to cause the respective lots to be mowed at least every thirty (30) days during the months of May through October inclusive, of each year, so as to prevent an overgrowth of weeds and grass. All lot owners shall be required to maintain the detention facilities and detention areas that are located on their respective lots not less often than every thirty (30) days. Failure to observe the maintenance requirements set forth in these Restrictions shall be subject to enforcement as provided in paragraph 22 of these Restrictions.

8. FENCES

No fences, screens, or similar exterior structures shall be constructed on any lot except as approved by the Architectural Control Committee. The Architectural Control Committee shall not approve any fence, screen, or similar exterior structure unless constructed solely of wrought iron, PVC, or wood, except for nails, bolts and other hardware. No fences may be erected on any lot which extends any farther forward than five (5) feet from the back corner of the residence. No fence may exceed four (4) feet in height.

9. DRIVEWAYS-SIDEWALKS

All driveways and additions thereto shall be of Portland Cement or Bituminous Pavement. Lots ~~27, 28, 64, 65, 66, 67, 68, 85, 86, 87, 88, 89, 90, 91, and 92~~ will be required to install sidewalks per Freeburg Subdivision Code.

EXACT LOT #S TO COME

10. ARCHITECTURAL CONTROL

No building, fence, wall, structure, or any visible T.V. antenna, except any DDS Digital Satellite System or similar system using a fixed 18 inch or fixed 24 inch satellite antenna, or landscaping shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, data as to materials, color and texture of all exteriors, including roof coverings, fences and walls have been approved by the hereinafter referred to Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, size of building, type of materials, and general suitability to the attractive appearance of the subdivision. All pools and pool houses shall be considered on a case by case basis. Approval shall be as provided below.

11. ARCHITECTURAL CONTROL COMMITTEE

The maker of this Indenture hereby names **MARLA A. VOLLMER** and **WILLIAM M. VOLLMER** as the Architectural Control Committee for the subdivision. Either or both members of the Architectural Control Committee may act hereunder with full and complete authority to act as the Architectural Control Committee provided for in this Indenture. In the event of the death or resignation of either member of the committee, the surviving committee member may designate or name any owner of property in the subdivision as successor or successors on said committee, or may continue acting independently as the Architectural Control Committee.

No building shall be erected, placed or altered on any lot until the construction plans and specifications of the structure have been approved in writing by any member of the Architectural Control Committee as to the quality of workmanship, the materials, the harmony of external design with existing structures, and general conformity with this Restriction Indenture. A complete set of blueprints shall be left with the Architectural Control Committee until construction is completed. The committee's approval or disapproval as required in these covenants shall be in writing. If at any time the committee has ceased to exist as such, and has failed to designate successors, a majority of the lot owners may designate a new Architectural Control Committee consisting of two (2) lot owners in said subdivision. In no event shall it be determined that the Architectural Control Committee has ceased to exist as such during the lifetimes of **MARLA A. VOLLMER** and **WILLIAM M. VOLLMER** without and until a written statement to that effect from them bearing their signatures has been obtained.

12. MINIMUM DWELLING SIZE/OTHER REQUIREMENTS

~~Lots 3 thru 18, inclusive, are zoned for two-family (duplex) residences. The Architectural Control Committee shall not approve any single-story duplex unless each unit has not less than Nine Hundred (900) square feet of living area exclusive of garages, basements, breezeways, open porches, or attics. The Architectural Control Committee shall not approve any multi-level duplex unless each unit has not less than One Thousand Two Hundred (1200) square feet of living area exclusive of garages, basements, breezeways, open porches or attics. Each duplex unit must have at least a one (1) car attached garage that is fully enclosed and includes a garage door or doors. All single-story duplexes shall have not less than One Hundred percent (100%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent approved by the Architectural Control Committee. All multi-story duplexes shall have not less than Fifty percent (50%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent approved by the Architectural Control Committee.~~

EXACT LOT #s TO COMP

~~On lots 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 85, 86, 87, 88, 89, 90, 91, and 92, the following requirements shall apply:~~

The Architectural Control Committee shall not approve any single story dwelling unless it has not less than One Thousand Six Hundred (1600) square feet of living area exclusive of garages, basements, breeze-ways, open porches or attics. The Architectural Control Committee shall not approve any multi-level dwelling unless it has not less than One Thousand Eight Hundred (1800) square feet of living area exclusive of garages, basements, breeze-ways, open porches or attics. The Architectural Control Committee shall not approve any dwelling unless said dwelling has a minimum roof pitch of 5/12. Each dwelling must have at least a two (2) car attached garage that is fully enclosed and includes a garage door or doors. All dwellings shall have not less than Fifty percent (50%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent except that, this masonry requirement on multi-story dwellings only, may be waived in lieu of a combination of covered porches, dormers, decorative windows, building offsets, additional square footage, or other improvements that in the

opinion of the Architectural Control Committee make the dwelling aesthetically comparable to the neighboring multi-story dwellings. The Architectural Control Committee shall consider the overall quality, harmony, aesthetics, curb appeal, market value and similar factors when determining whether to approve or disapprove any plan submitted.

13. RESIDENTIAL AREA COVENANTS

All lots in this subdivision shall be used exclusively for residential purposes only.

14. MOBILE HOMES/OUTBUILDINGS/GARAGES

No mobile home, double-wide mobile home, trailer, trailer house, pre-fabricated home, modular home, or modular house, may be located at any time on any lot in said subdivision. All residences shall have at least a Two (2) car garage. All garages on any lot shall be attached and be of construction and architectural type identical to the residence thereon. No carports may at any time be constructed or maintained on any lot. No outbuildings or shed type structure will be approved if such outbuildings are larger than eight feet by ten feet. All outbuilding plans must be approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, size of building, type of materials, and general suitability to the attractive appearance of the subdivision.

15. FUEL STORAGE TANKS

No gas or oil fuel storage tank shall be permitted on any lot.

16. DURATION

Each and all of the restrictions and covenants herein contained shall continue and be in full force and effect for a period of thirty-five (35) years from the date of first recording of this Restriction Indenture. The restrictions and covenants herein set out shall run with the land in **"LONE OAK TRAILS FIRST ADDITION"** and shall be binding upon all grantees, heirs, administrators, executors, successors and assignees of any party ever owning any lot or any part of any lot or any interest therein in **"LONE OAK TRAILS FIRST ADDITION"**.

17. ENFORCEABILITY

The restrictions created by this Restrictions Indenture benefit and burden only the land described in **"LONE OAK TRAILS FIRST ADDITION"**. Notwithstanding the sharing of present or future facilities by other land, whether developed by the owner or owners of **"LONE OAK TRAILS FIRST ADDITION"** or otherwise, the general plan created by the Restrictions hereby created extends only to the land described in **"LONE OAK TRAILS FIRST ADDITION"** and there is no intention to benefit any persons other than those having an interest in real estate lying within the boundaries of **"LONE OAK TRAILS FIRST ADDITION"**. The existence of easement rights or covenant benefits by persons owning land or having an interest in land adjoining and outside the land described in **"LONE OAK TRAILS FIRST ADDITION"** does not confer upon them any right whatsoever to enforce the restrictions hereby created.

18. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes; provided no dog shall be permitted to run at large and shall be confined to the immediate premises of the owner by a leash or other reasonable measure of security. No steel enclosure, chain link cage or pen, outside kennel or pet house shall be permitted at any time.

19. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such wastes shall be kept within the building thereon. Waste materials shall not be burned on the premises.

20. COMPLETION REQUIREMENTS

Any residence or other structure constructed on any lot or lots must be entirely complete within nine (9) months from the date on which construction thereof is begun.

21. FAILURE TO COMPLY WITH ENFORCEABILITY AND VALIDITY

Each and every grantee, by accepting any conveyance of, or interest in any of said lots, or any part of parts thereof, thereby binds himself, or herself (as the case may be) and all the heirs, assigns, successors, and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this Indenture. If any violation of the restrictions and provisions of this Indenture or failure or 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 any one or more owners of said lots, or any part thereof, to the offending owner or owners, or the person or persons in possession thereof, it shall be lawful, in order that such violation be cured or corrected, or to recover damages therefor, for the owner, or owners, of any one or more of said lots, or any part or parts thereof, 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 involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided, however, that the makers of this Indenture, or the owners of the lands comprising this subdivision at the time of its recording or recordings, shall not, under any circumstances, be held responsible or liable for any violation or alleged violation of any covenant or covenants contained herein. Additionally, no covenant or covenants or no obligation or obligations contained herein shall be applicable to the makers of this Indenture, or to the owners of the lands comprising this subdivision at the time of its recording or recordings, or for the enforcement of the restrictions and provisions of this Indenture as against any person, or persons, who may hereafter own or control any one or more of said lots, or any part or parts thereof, and while each owner shall have the right to enforce the provisions of this Indenture against others and other owners, no owner or other person shall have the right to enforce covenants or obligations contained herein or otherwise against the makers of this Indenture, or against the owners of the lands comprising this subdivision at the time of its recording or recordings.

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 case any one or more of the restrictions and provisions of this Indenture prove to be unenforceable or invalid, the enforceability, validity, or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby, but they shall nevertheless, remain in full force and effect.

22. RESTRICTION ENFORCEMENT

The restrictions and covenants hereby created may be enforced either at law or in equity by any one or any number of persons who may, from time to time, be the owner of lots covered and bound by this Restriction Indenture.

23. RESERVATION OF RIGHTS

The maker of this Indenture hereby names **ROSA DEVELOPERS, LLC** as the Developers of "**LONE OAK TRAILS FIRST ADDITION**" at the time of the recording of the initial plat and expressly reserves to them the right to alter, amend, modify, or otherwise revoke any of the obligations and /or covenants herein contained, and expressly declares that there is not in existence a general development scheme for this subdivision, and that no general development scheme for this subdivision will at anytime in the future be adhered to or be enforceable against the maker of this Indenture or the Developers of the lands comprising this subdivision at the time of its recordings or at any time thereafter.

IN WITNESS WHEREOF, this Restriction Indenture has been executed at Belleville, Illinois, for the uses and purposes therein set forth.

Dated this 20th day of July, A.D., 2004 .

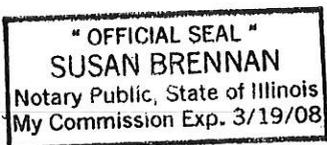
ROSA DEVELOPERS, LLC

By William M. Vollmer
Managing Member

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

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM M. VOLLMER, personally known to me to be the Managing Member of ROSA DEVELOPERS, LLC, whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that as such Managing Member, he signed, sealed and delivered the said instrument of writing as the free and voluntary act of WILLIAM M. VOLLMER as Managing Member of ROSA DEVELOPERS, LLC, and not his act individually.

GIVEN under my hand and notarial seal, this 20th day of July, A.D., 2004.



Susan Brennan
Notary Public



Commissioner of the appropriate township, and the public utilities involved. In the case of the platted tracts wherein any lots have been sold, the written vacation instrument must also be signed by all the owners of lots in said tracts.

(Ord. 716, passed 3-16-87) (Sec. 154.86)

Statutory reference:

Vacation of plats, see ILCS Ch. 765, Act 205, §§ 6 - 8

34-5-8 MAINTENANCE OF IMPROVEMENTS.

(A) The subdivider/developer shall maintain all the improvements in the subdivision until they have been accepted by and dedicated to the Village or other appropriate entity.

(B) Prior to dedication, the subdivider/developer shall post a maintenance bond with the Village Clerk in the form approved by the Village Attorney. Said bond shall be in the amount determined by the Village Engineer to be sufficient to guarantee the satisfactory condition of the required improvements for a period of **two (2) years** from the date of their acceptance and dedication. If, at any time during the **two (2) year** period, the improvements are found to be defective, they shall be repaired/replaced at the subdivider's/ developer's expense. If the subdivider/developer fails or refuses to pay such costs within **ninety (90) days** after demand is made upon him by the Administrator, the Village shall use the maintenance bond to make the necessary repairs/replacements. If the cost of the repairs/replacements exceeds the bond amount, the subdivider/developer shall be liable for the excess. At the end of the **two (2) year** period, the maintenance bond shall be released.

(Ord. 716, passed 3-16-87) (Sec. 154.87)

34-5-9 SCHEDULES AND BONDS.

(A) Schedule A. Checklist for Preliminary Plan.

Timberwolf Estates (Name of Subdivision)

2/23/2018 (Date of submission)

_____ (Due date of recommendation - 60 days)

(NOTE: To properly execute this checklist, the subdivider or his engineer shall:

- (A) Insert the required information.
- (B) Denote compliance with applicable ordinances by placing his initials in all spaces where applicable.
- (C) Denote those items which the subdivider considers "not applicable" to this particular subdivision by the abbreviation "N.A.").

- CSH 1. Six copies of preliminary plan submitted.
- CSH 2. Plans conform to Section 34-2-2.
- CSH 3. Plan scale is not less than 1" to 100'.
- # 4. Minimum profile scale is 1" to 100' horizontal and 1" to 10' vertical.
- # 5. A title sheet is included with each set of preliminary plans.
- CSH 6. Name of proposed subdivision shown.

** Part of Improvement Plans to be submitted at a later date*

- CSA 7. Location given by town, range, section or other legal description.
- CSA 8. Name and address of owner, trust, corporation, or subdivider having control of project is shown.
- CSA 9. Name and seal of registered engineer or surveyor who prepared topographic survey is shown.
- CSA 10. Name and address of the designer of the plan is shown.
- CSA 11. North direction is shown.
- CSA 12. Date of preparation and date of revision, if any, is shown.
- CSA 13. A location map is included indicating:
 - CSA a. A scale of not less than 1" to 1,000'.
 - CSA b. Boundary lines of adjoining land within an area bounded by the nearest arterial streets or other natural boundaries.
 - CSA c. Use of surrounding land.
 - CSA d. Ownership of the surrounding land.
 - CSA e. Alignment of existing streets.
 - CSA f. Section and corporate lines.
- CSA 14. Boundary lines of proposed subdivision are clearly shown.
- CSA 15. Total approximate acreage is shown.
- CSA 16. Existing zoning classification is indicated.
- CSA 17. The following existing items, if within the boundaries of the subdivision, or located 100' or less outside the boundaries are shown:
 - CSA a. Previously platted streets and other right-of-way, with improvements, if any, indicating:
 - CSA 1. location
 - CSA 2. widths
 - CSA 3. names
 - NA b. Railroad rights-of-way, indicating:
 - _____ 1. location
 - _____ 2. dimensions
 - NA c. Utility rights-of-way, indicating:
 - _____ 1. location
 - _____ 2. widths
 - _____ 3. type
 - _____ a. sewer
 - _____ b. water
 - _____ c. electric
 - _____ d. other
 - NA d. Parks and other open spaces indicating:
 - _____ 1. location
 - _____ 2. area
 - CSA e. Easements, indicating:
 - CSA 1. location
 - CSA 2. width
 - CSA 3. purpose
 - CSA f. Permanent buildings and structures, indicating:
 - CSA 1. location
 - CSA 2. setback lines
 - CSA 3. names of owners

- GJA g. Section and corporate lines
- GJH h. Sanitary sewers, indicating:
 - GJH 1. location
 - GJH 2. size
 - GJH 3. manholes
 - GJA 4. invert elevations at manholes
- GJA i. Water mains, indicating:
 - GJA 1. location
 - GJH 2. size
 - GJA 3. valves, indicating:
 - NA a. valve manhole, or
 - NA b. valve box
 - GJA 4. fire hydrants and auxiliary valves
- GJA j. Culverts, indicating:
 - GJH 1. type
 - GJH 2. location
 - GJH 3. size
 - GJA 4. invert elevation
- GJA k. Storm sewers, indicating:
 - GJA 1. location
 - GJA 2. size
 - GJA 3. catch basins
 - GJH 4. invert elevations
- NA l. Watercourses, indicating:
 - _____ 1. type
 - _____ 2. high water width and elevation
 - _____ 3. width of easement
 - _____ 4. location of easement
- NA m. Marshes, indicating:
 - _____ 1. location
 - _____ 2. dimensions
 - _____ 3. soil bearing capacity
- NA n. Rock outcrops, indicating:
 - _____ 1. location
 - _____ 2. dimensions
- GJA o. Monuments and survey markers, indicating:
 - GJA 1. location
 - GJA 2. type
- GJA 18. Topographic data is given in feet above mean sea level within the tract and to a distance of 100' beyond, indicating:
 - GJA a. Existing contours at vertical intervals of not more than 2'.
 - GJH b. Proposed contours at vertical intervals of not more than 2'.
 - GJA c. Bench mark, indicating:
 - GJA 1. location
 - GJH 2. description
 - GJH 3. elevation
- NA 19. Soil bearing data is given, if required by the Superintendent of Public Works, indicating:

- _____ a. Location of tests
- _____ b. Depth of tests
- _____ c. Soil bearing capacity
- _____ d. Moisture content

GSH 20.

The following proposed items, if within the boundaries of the subdivision or located 100' or less outside of the boundaries, are shown:

- GSH a. Layout of streets, indicating:
 - NA 1. Arterial streets, indicating:
 - _____ a. 80' right-of-way width
 - _____ b. 50' roadway width
 - NA 2. Collector streets, indicating:
 - _____ a. 60' right-of-way width
 - _____ b. 40' roadway width, back to back of curbs
 - GSH 3. Local streets, indicating:
 - GSH a. 50' right-of-way width
 - GSH b. 36' roadway width, back to back of curbs
 - GSH 4. Cul-de-sac streets, indicating:
 - GSH a. 50' right-of-way width
 - GSH b. 26' roadway width, back to back of curbs 30' BK-BK
 - GSH c. The length does not exceed 500' unless there are less than 16 lots abutting the cul-de-sac street.
 - GSH d. Terminus is circular, or nearly so, and right-of-way is at least 120' in diameter. 100'
 - GSH e. Terminus roadway width is 80' in diameter. 90' BK-BK
 - NA 5. Marginal access street, indicating:
 - _____ a. 50' right-of-way width
 - _____ b. 24' roadway width back to back of curbs
 - GSH 6. Through street shown extended to boundaries of subdivision
 - GSH 7. Storm water runoff pattern on paving
- GSH b. Names of streets
 - GSH 1. Not duplicating the name of any street heretofore used in the village: or its environs, unless the street is an extension of an already existing street, in which case, the name shall be used.
- ~~_____~~ c. Street improvement plan showing location of all new street improvements, including those to the center line of previously dedicated rights-of-way, abutting the subdivision, in accordance with present village standards.
- GSH d. Utility easements:
 - GSH 1. Located at the rear of each lot and other necessary locations

Improvement plans to be submitted at a later date

Part of improvement plans
to be submitted at * a later date

- GSH 2. Not less than 10' in width on each lot
- GSH 3. Purpose is indicated
- GSH 4. Storm water runoff is indicated
- * e. Centerline profiles of all streets showing gradients not less than 0.4 percent and not more than:
 - _____ 1. 5.0% on collector streets
 - _____ 2. 7.0% on minor streets
- NA f. Pedestrian ways, when required, indicating:
 - _____ 1. Location at approximately the center of blocks in excess of 900' in length
 - _____ 2. Width not less than 12'
 - _____ 3. Shrub or tree hedge at side boundary lines
- GSH g. Block layout, indicating:
 - GSH 1. Blocks do not exceed 1200' in length
 - NA 2. Additional access ways to parks, schools, etc., are shown in accordance with the Combined Planning and Zoning Board's requirements
 - GSH 3. Blocks fit readily into the overall plan of the subdivision, with due consideration given to:
 - GSH a. topographical conditions
 - GSH b. lot planning
 - GSH c. traffic flow pattern
 - NA d. public open space areas
 - NA 4. Block numbers
 - NA 5. Blocks intended for commercial, industrial or institutional use are so designated.
- GSH h. Lot layout, indicating:
 - GSH 1. Lot dimensions
 - GSH 2. Lot areas, not less than those stipulated in the appropriated district regulations of the zoning code (Areas may be listed by Schedule)
 - GSH 3. Building setback lines shown and properly dimensioned
 - GSH 4. Proposed land use
 - GSH 5. Lot numbers
 - GSH 6. Corner lots are sufficiently larger than interior lots to allow maintenance of building setback lines on both street frontages and still allow a buildable width equal to that of the smallest interior lot in the block
 - GSH 7. All lots abut a publicly dedicated street for a distance of not less than the minimum width of the lot
 - GSH 8. Lots are as nearly rectangular in shape as is practicable
 - GSH 9. Lots are not less than the provision of the zoning code
 - GSH 10. Lot lines are substantially at right angles to the street lines and radial to curved street lines

- GJA 11. Double frontage lots only where:
- GJA a. lots back upon an arterial street and front on an access street
 - NA b. topographic or other conditions make subdividing otherwise unreasonable
 - NA c. lots can be made an additional 20' deeper than average
 - NA d. a protective screen planting is indicated on one frontage

- GJA 12. Lots abutting or traversed by a watercourse, drainage way, channel way, channel, or stream, indicate:
- GJA a. additional width and depth to provide an acceptable building site
 - GJA b. width of easement is at least 15' wider on each side of water at high water level

- GJA 13. Due regard for natural features, such as:
- GJA a. trees
 - GJA b. watercourses
 - GJA c. historic items
 - GJA d. other similar conditions

- NA i. Areas intended to be dedicated for public use, indicating:
- _____ 1. Plan conforms to general development plan of the village
 - _____ 2. Purpose
 - _____ 3. Acreage
- GJA j. Source of domestic water supply, indicating:
- GJA 1. Connection to existing water mains
 - NA 2. Location of site for community water plant
- GJA k. Provision for sewage disposal, indicating:
- GJA 1. Connection to existing sanitary sewer mains
 - NA 2. Location of site for community sewage disposal plant
- NA l. School sites, indicating:
- _____ 1. Location
 - _____ 2. Dimensions
 - _____ 3. Acreage
- GJA m. Topographic information, indicating:
- GJA 1. Proposed changes in elevation of land showing that any flooding would be relieved
 - GJA 2. Adequate installation of storm sewers would remove the possibility of flooding
- GJA n. Sanitary Sewer layout, indicating:
- GJA 1. Location
 - GJA 2. Size
 - GJA 3. Invert elevations at manholes
 - GJA 4. Manhole locations

*Part of improvement plans
to be submitted at a
later date*

- GJA o. Watermain layout, indicating:
 - GJA 1. Location
 - GJA 2. Size
 - GJA 3. Looped pattern where practicable
 - GJA 4. Fire hydrants, spaced apart not more than 400'
- GJA p. Storm sewer layout, indicating:
 - GJA 1. Location
 - GJA 2. Catch basins at not more than 600' intervals
 - GJA 3. Storm water is not carried across or around any intersection
 - GJA 4. Surface water drainage pattern for individual lot and block
- _____ q. Street light layout, indicating:

Developer to provide

- GJA 21. An outline of proposed covenants accompanies the plans, indicating the intention of the subdivider to have the covenants recorded with the final plat.
 - _____ a. Protective against obstruction against drainage easements.
- GJA 22. Typical street cross-section showing base construction, surfacing, concrete curb and sidewalk in accordance with the land improvements code.
- GJA 23. Indication that sidewalks will be installed along all lot lines coincidental with street rights-of-way.
- GJA 24. Indication on drawing or by certificate that subdivider is aware of his responsibility for installation of street signs and for seeding and tree planting in all parkways.

Completed by Greg Hahn / Rhutwell and Associates (Name)
P.O. Box 97, Freeburg (Address)

Reviewed by: _____ (Zoning Administrator)

_____ (Date)

Considered by Combined Planning and Zoning Board on _____ (Date)

_____ (Chairman)

(B) **Checklist for Engineering Plans.**

_____ (Name of Subdivision)

_____ (Date of Submission)

_____ (Due Date of Recommendation - 45 Days)

(NOTE: To properly execute this checklist, the subdivider or his engineer shall:

- (A) Insert the required information.
 - (B) Denote compliance with applicable ordinance by placing his initials in all spaces where applicable.
 - (C) Denote those items which the subdivider considers "not applicable" to this particular subdivision by the abbreviation, "N.A.")
- _____ 1. Plans have been submitted within twelve (12) months of the date of approval by the Village Board of the Preliminary Plan.

STATE OF ILLINOIS
ST. CLAIR COUNTY

After recording, return to:

05 JUL 19 AM 10:17

Noble-Vollmer Realty
2810 Frank Scott Parkway West
Suite 712
Belleville, IL 62223-5007

Michael T. Coatta

RECORDER

SAMPLE
ONLY

Above for recording information only

RESTRICTION INDENTURE FOR TIMBERWOLF ESTATES-^{SECOND}FIRST ADDITION

WHEREAS, there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 19th day of July, 2005 in Book of Plats 105, Page 99, a real estate subdivision plat known as "**TIMBERWOLF ESTATES-FIRST ADDITION**," being a subdivision of the premises shown thereon, said premises being located in St. Clair County, Illinois.

AND WHEREAS, said plat, and the premises shown thereon, are hereby incorporated by reference.

AND WHEREAS, the maker of this Indenture, hereinafter subscribed, is the owner of the premises comprising the subdivision, with the right to convey the said premises, or any part or parts thereof.

AND WHEREAS, the maker of this Indenture desires to impose on the said premises certain conditions, easements, reservations, limitations, and restrictions.

NOW, THEREFORE, in consideration of the mutual advantages to accrue to the undersigned, as well as to the future owners of the premises, this Restriction Indenture hereby imposes on the premises constituting "**TIMBERWOLF ESTATES-FIRST ADDITION**" said certain easements, conditions, reservations, restrictions and limitations, which are hereby made a part of the plat of said subdivision hereinbefore referred to, to-wit:

1. BUILDING LINES

No building or structure, nor any part thereof, may be erected or maintained in the space between any building line shown on the said plat and the public thoroughfare which is adjacent to the front or side of any lot. No dwelling, nor any part thereof may be erected or maintained nearer to any line defining the limits of ownership of the adjacent property than the minimum distance allowed by the Village of Freeburg Subdivision Control Ordinance. This provision shall only apply to exterior walls. No fence or fences shall be permitted on any lot which extends any farther forward than five (5) feet from the back corner of the residence.

25-2

2. EASEMENTS

All easements, as shown on this plat, shall be, and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewers, signage, water retention, and other subdivision essentials and facilities. Within these easements no trees, plantain or other vegetation, material or refuse shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct water, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels located in the easements. No building or structure, nor any part thereof, or other interfering obstruction may be erected, constructed, or maintained within, on or over any easement, as shown on this plat, or which may hereafter be established. It is expressly declared and provided, however, that the said owners of the land comprising this subdivision at the time of its recording, reserve, and retain unto themselves, and so long as it remains in the ownership of any one or more of the lots, the right and privilege to eliminate any one or more of the easements, or any part or parts thereof, but there shall, at the time, be provided (for each lot affected thereby and for the building or structure which may then or thereafter be erected thereon) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall also be established such additional easement, or easements, if any, as may thereby be made necessary. Such elimination or establishment of any easement, easements, or any part or parts thereof shall become effective upon the execution by the said owners of an instrument appropriate thereto, which shall be duly acknowledged and filed for record in the said Recorder's Office. All future owners of said lots shall properly care for the appearance of, and keep free from unsightly accumulations, weeds, debris, and other waste matter; any failure to comply with this provision shall constitute a nuisance within the meaning of this Indenture. Other than the platted streets created by the Developers hereinafter named, no easement or right of access shall be granted or permitted across, through, or over any lot, the effect of which would be to provide access for vehicular or other traffic into or out of said subdivision or the streets or roads thereof; nor shall any lot be used in any manner to provide such access. Nothing contained in this easement section or in any other portion of these Subdivision Restrictions shall prohibit the Developers hereinafter named from utilizing any easement or lot for the purpose of providing access and utilities to any land that adjoins said subdivision or the streets or roads thereof.

3. NUISANCE

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 a nuisance to the neighborhood. The drying of clothes and other materials shall not be permitted outside of an enclosed area except in the rear yard of the dwelling. Additionally, at no time shall any antenna, satellite, or microwave dish be installed on any lot, excepting any DSS Digital Satellite System or similar system using a fixed 18 inch or fixed 24 inch satellite antenna.

No trade or business or professional activity shall be carried on upon any building site. No business vehicles, including trucks (larger than 3/4 ton pick-up) or any similar vehicles used for business purposes shall be parked on any public way or on any property unless same are parked within an enclosed garage. This prohibition shall not apply to the vehicles of service or utility establishments, mercantile, or construction business while engaged in the rendering of service or performance of their business to and with the inhabitants of the premises or

for the premises themselves. Parking of automobiles on any lot other than on a driveway provided thereon, shall be prohibited, except that any parking lots that are provided and approved by the Architectural Control Committee shall be allowable, and parking thereon shall not be prohibited. Repair of automobiles and building of boats or trailers shall be prohibited unless said repair and building is accomplished in an enclosed garage.

Boats, junked or abandoned vehicles, boat trailers, camping equipment, or mobile campers or trailers shall be prohibited from being parked on any private or public property. Nothing shall be done thereon which may become an annoyance or a nuisance to the neighborhood. No trailer, basement, tent, shack, garage, barn or other out-building shall be at any time used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence; no trailers of the residential and/or the commercial type, either empty, filled or otherwise, shall be maintained or permitted to remain on any portion of the premises for any length of time, including streets, alleys, easements, and driveways, excepting such trailers as are reasonably necessary for the moving in or from any home for the necessary and reasonable length of time required for such moving operations, and building supply trailers used by any contractor working in and about the development of said Subdivision.

Motorized cycles or carts not requiring registration with the State of Illinois (excluding construction, landscaping or maintenance equipment) shall be prohibited from using the access roads or subdivision roads on the subject premises.

4. MODEL HOMES

Construction of model homes is expressly permitted as long as they conform to the restrictions contained herein.

5. COAL, OIL, GAS AND OTHER MINERALS

All coal, oil, gas and other minerals underlying the premises, and all rights in favor of same, are reserved to owner. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6. SIGNS

Other than entry signs for the subdivision, no signs (except security system or similar inconspicuous signage with a surface area of less than one hundred (100) square inches per sign), advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any lot; provided, however, that nothing herein shall prohibit (I) Owners from placing one (1) "For Sale" sign (not to exceed 2 feet x 2 feet in dimension) on a lot; or (ii) signs erected or displayed by maker, maker's agents or brokers or by a successor builder-developer in connection with the development of the subdivision and the sale and/or construction of improvements on the lots.

7. MAINTENANCE

Once construction on any lot has been commenced, all construction of improvements on that

lot must be completed within nine (9) months from the day the construction improvements commenced. No construction debris (i.e., concrete, rock, etc.) may be disposed of or stored on any lot or vacant ground. All excess dirt from basement or foundation excavation must be stored on the respective lot under construction and may not be spread across or stored on vacant lots. The land and all improvements shall be maintained by the owners in good condition and repair throughout the period of construction and thereafter. All lot owners shall be required to cause the respective lots to be mowed at least every thirty (30) days during the months of May through October inclusive, of each year, so as to prevent an overgrowth of weeds and grass. All lot owners shall be required to maintain the detention facilities and detention areas that are located on their respective lots not less often than every thirty (30) days. Failure to observe the maintenance requirements set forth in these Restrictions shall be subject to enforcement as provided in paragraph 22 of these Restrictions.

8. FENCES

No fences, screens, or similar exterior structures shall be constructed on any lot except as approved by the Architectural Control Committee. The Architectural Control Committee shall not approve any fence, screen, or similar exterior structure unless constructed solely of wrought iron, PVC, or wood, except for nails, bolts and other hardware. No fences may be erected on any lot which extends any farther forward than five (5) feet from the back corner of the residence. No fences may exceed four (4) feet in height.

9. DRIVEWAYS-SIDEWALKS

All driveways and additions thereto shall be of Portland Cement or Bituminous Pavement. Lots ~~-85, 86, 87, 88, 89, 90, and 91~~ TO COME will be required to install sidewalks per Freeburg Subdivision Code.

10. ARCHITECTURAL CONTROL

No building, fence, wall, structure, or any visible T.V. antenna, except any DDS Digital Satellite System or similar system using a fixed 18 inch or fixed 24 inch satellite antenna, or landscaping shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, data as to materials, color and texture of all exteriors, including roof coverings, fences and walls have been approved by the hereinafter referred to Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, size of building, type of materials, and general suitability to the attractive appearance of the subdivision. All pools and pool houses shall be considered on a case by case basis. Approval shall be as provided below.

11. ARCHITECTURAL CONTROL COMMITTEE

The maker of this Indenture hereby names **MARLA A. VOLLMER** and **WILLIAM M. VOLLMER** as the Architectural Control Committee for the subdivision. Either or both members of the Architectural Control Committee may act hereunder with full and complete authority to act as the Architectural Control Committee provided for in this Indenture. In the event of the death or resignation of either member of the committee, the surviving committee member may designate or name any owner of property in the subdivision as

successor or successors on said committee, or may continue acting independently as the Architectural Control Committee.

No building shall be erected, placed or altered on any lot until the construction plans and specifications of the structure have been approved in writing by any member of the Architectural Control Committee as to the quality of workmanship, the materials, the harmony of external design with existing structures, and general conformity with this Restriction Indenture. A complete set of blueprints shall be left with the Architectural Control Committee until construction is completed. The committee's approval or disapproval as required in these covenants shall be in writing. If at any time the committee has ceased to exist as such, and has failed to designate successors, a majority of the lot owners may designate a new Architectural Control Committee consisting of two (2) lot owners in said subdivision. In no event shall it be determined that the Architectural Control Committee has ceased to exist as such during the lifetimes of **MARLA A. VOLLMER** and **WILLIAM M. VOLLMER** without and until a written statement to that effect from them bearing their signatures has been obtained.

12. MINIMUM DWELLING SIZE/OTHER REQUIREMENTS

On lots ~~16 through 28~~, inclusive, and on lots ~~126 through 137~~, inclusive, the Architectural Control Committee shall not approve any single story dwelling unless said dwelling has not less than One Thousand Seven Hundred Fifty (1750) square feet of living area exclusive of garages, basements, breeze-ways, open porches, or attics. All single-story dwellings shall have not less than One Hundred percent (100%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent approved by the Architectural Control Committee. The Architectural Control Committee shall not approve any One and One-Half (1½) or Two (2) story or multi-level dwellings unless said dwelling has not less than Two Thousand (2000) square feet of living area exclusive of garages, basements, breeze-ways, open porches, or attics. All multi-story dwellings shall have not less than One Hundred percent (100%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent except that, this masonry requirement on multi-story dwellings only, may be waived in lieu of a combination of covered porches, dormers, decorative windows, building offsets, additional square footage, or other improvements that in the opinion of the Architectural Control Committee make the dwelling aesthetically comparable to the neighboring multi-story dwellings. All dwellings on lots ~~16 through 28~~ inclusive, and on lots ~~126 through 137~~ inclusive, shall have a minimum roof pitch of 5/12.

On lots ~~73, 74, 75, 76, 77, 78, 85, 86, 87, 88, 89, 90, and 91~~ the Architectural Control Committee shall not approve any single story dwelling unless said dwelling has not less than One Thousand Eight Hundred Fifty (1850) square feet of living area exclusive of garages, basements, breeze-ways, open porches, or attics. The Architectural Control Committee shall not approve any multi-level dwelling unless said dwelling has not less than Two Thousand Two Hundred (2200) square feet of living area exclusive of garages, basements, breeze-ways, open porches, or attics. All dwellings on lots ~~73, 74, 75, 76, 77, 78, 85, 86, 87, 88, 89, 90, and 91~~ inclusive, shall have a minimum roof pitch of 6/12. On lots ~~73, 74, 75, 76, 77, 78, 85, 86, 87, 88, 89, 90, and 91~~ inclusive, all single-story dwellings shall have not less than One Hundred percent (100%) of the front exterior walls exposed to the weather composed

of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent approved by the Architectural Control Committee. All multi-story dwellings shall have not less than One Hundred percent (100%) of the front exterior walls exposed to the weather composed of brick, brick veneer, rock, permastone, stucco, Dryvit, or other equivalent except that, this masonry requirement on multi-story dwellings only, may be waived in lieu of a combination of covered porches, dormers, decorative windows, building offsets, additional square footage, or other improvements that in the opinion of the Architectural Control Committee make the dwelling aesthetically comparable to the neighboring multi-story dwellings.

The Architectural Control Committee shall consider the overall quality, harmony, aesthetics, curb appeal, market value and similar factors when determining whether to approve or disapprove any plan submitted.

13. RESIDENTIAL AREA COVENANTS

All lots in this subdivision shall be used exclusively for residential purposes only.

14. MOBILE HOMES/OUTBUILDINGS/GARAGES

No mobile home, double-wide mobile home, trailer, trailer house, pre-fabricated home, modular home, or modular house, may be located at any time on any lot in said subdivision. No outbuildings or shed type structure will be approved if such outbuildings are larger than eight feet by ten feet. All outbuilding plans must be approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, size of building, type of materials, and general suitability to the attractive appearance of the subdivision. All residences shall have at least a Two (2) car garage. All garages on any lot shall be attached and be of construction and architectural type identical to the residence thereon. No carports may at any time be constructed or maintained on any lot.

15. FUEL STORAGE TANKS

No gas or oil fuel storage tank shall be permitted on any lot.

16. DURATION

Each and all of the restrictions and covenants herein contained shall continue and be in full force and effect for a period of thirty-five (35) years from the date of first recording of this Restriction Indenture. The restrictions and covenants herein set out shall run with the land in **"TIMBERWOLF ESTATES-FIRST ADDITION"** and shall be binding upon all grantees, heirs, administrators, executors, successors and assignees of any party ever owning any lot or any part of any lot or any interest therein in **"TIMBERWOLF ESTATES-FIRST ADDITION"**

17. ENFORCEABILITY

The restrictions created by this Restrictions Indenture benefit and burden only the land described in **"TIMBERWOLF ESTATES-FIRST ADDITION"** Notwithstanding the sharing of present or future facilities by other land, whether developed by the owner or owners of **"TIMBERWOLF ESTATES-FIRST ADDITION"** or otherwise, the general

plan created by the Restrictions hereby created extends only to the land described in "TIMBERWOLF ESTATES-FIRST ADDITION" and there is no intention to benefit any persons other than those having an interest in real estate lying within the boundaries of "TIMBERWOLF ESTATES-FIRST ADDITION." The existence of easement rights or covenant benefits by persons owning land or having an interest in land adjoining and outside the land described in "TIMBERWOLF ESTATES-FIRST ADDITION" does not confer upon them any right whatsoever to enforce the restrictions hereby created.

18. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes; provided no dog shall be permitted to run at large and shall be confined to the immediate premises of the owner by a leash or other reasonable measure of security. No steel enclosure, chain link cage or pen, outside kennel or pet house shall be permitted at any time.

19. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such wastes shall be kept within the building thereon. Waste materials shall not be burned on the premises.

20. COMPLETION REQUIREMENTS

Any residence or other structure constructed on any lot or lots must be entirely complete within nine (9) months from the date on which construction thereof is begun.

21. FAILURE TO COMPLY WITH ENFORCEABILITY AND VALIDITY

Each and every grantee, by accepting any conveyance of, or interest in any of said lots, or any part of parts thereof, thereby binds himself, or herself (as the case may be) and all the heirs, assigns, successors, and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this Indenture. If any violation of the restrictions and provisions of this Indenture or failure or 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 any one or more owners of said lots, or any part thereof, to the offending owner or owners, or the person or persons in possession thereof, it shall be lawful, in order that such violation be cured or corrected, or to recover damages therefor, for the owner, or owners, of any one or more of said lots, or any part or parts thereof, 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 involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided, however, that the makers of this Indenture, or the owners of the lands comprising this subdivision at the time of its recording or recordings, shall not, under any circumstances, be held responsible or liable for any violation or alleged violation of any covenant or covenants contained herein. Additionally, no covenant or covenants or no obligation or obligations contained herein shall be applicable to the makers of this Indenture, or to the owners of the lands comprising this subdivision at the time of its recording or recordings, or for the enforcement of the

restrictions and provisions of this Indenture as against any person, or persons, who may hereafter own or control any one or more of said lots, or any part or parts thereof, and while each owner shall have the right to enforce the provisions of this Indenture against others and other owners, no owner or other person shall have the right to enforce covenants or obligations contained herein or otherwise against the makers of this Indenture, or against the owners of the lands comprising this subdivision at the time of its recording or recordings.

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 case any one or more of the restrictions and provisions of this Indenture prove to be unenforceable or invalid, the enforceability, validity, or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby, but they shall nevertheless, remain in full force and effect.

22. RESTRICTION ENFORCEMENT

The restrictions and covenants hereby created may be enforced either at law or in equity by any one or any number of persons who may, from time to time, be the owner of lots covered and bound by this Restriction Indenture.

23. RESERVATION OF RIGHTS

The maker of this Indenture hereby names **ROSA DEVELOPERS, LLC** as the Developers of "**TIMBERWOLF ESTATES-FIRST ADDITION**" at the time of the recording of the initial plat and expressly reserves to them the right to alter, amend, modify, or otherwise revoke any of the obligations and /or covenants herein contained, and expressly declares that there is not in existence a general development scheme for this subdivision, and that no general development scheme for this subdivision will at anytime in the future be adhered to or be enforceable against the maker of this Indenture or the Developers of the lands comprising this subdivision at the time of its recordings or at any time thereafter.

IN WITNESS WHEREOF, this Restriction Indenture has been executed at Belleville, Illinois, for the uses and purposes therein set forth.

Dated this 12th day of July, A.D., 2005 .

ROSA DEVELOPERS, LLC

By William M. Vollmer
Managing Member

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

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM M. VOLLMER, personally known to me to be the Managing Member of ROSA DEVELOPERS, LLC, whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that as such Managing Member, he signed, sealed and delivered the said instrument of writing as the free and voluntary act of WILLIAM M. VOLLMER as Managing Member of ROSA DEVELOPERS, LLC, and not his act individually.

GIVEN under my hand and notarial seal, this 12th day of July, A.D., 2005

Susan Brennan
Notary Public

