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Tx:4302811

**DECLARATION OF RESTRICTIONS
FOR "HAWTHORNE HILLS"
PLANNED UNIT DEVELOPMENT (PUD)**

2017R04580
STATE OF ILLINOIS
MADISON COUNTY
02/08/2017 9:07 AM
AMY M. MEYER, RECORDER
REC FEE: 40.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE: 9.00
OF PAGES: 16

HAWTHORNE HILLS DEVELOPMENT, LLC
("Developer"), the Owner of the following described real estate:

[SEE ATTACHED EXHIBIT A.], to be platted as
"Hawthorne Hills Subdivision";

SITUATED IN MADISON COUNTY, ILLINOIS;

Hereafter, "the Subdivision";

does hereby impose upon said real estate the following Restrictions,
and does hereby declare that the said real estate shall hereafter be
owned, conveyed and developed in accordance with and subject to
the provisions hereof ("Restrictions").

WHEREAS, Declarants believe that the best interests of the
Subdivision will be served by the covenants, conditions and
restrictions set forth below and that said covenants,
conditions and restrictions are necessary to maintain the
value of the property located within said Subdivision; and

WHEREAS, Declarants further believe that said covenants,
conditions and restrictions will serve to present the
Subdivision as a desirable residential neighborhood and to
maintain and enhance the value of the homes to be developed
therein;

1. **LAND USE AND BUILDING TYPE.** No building
area shall be used except for residential purposes other than Outlots
A and B of the Planned Unit Development. Outlot A is designated
as a daycare facility and Outlot B is designated for parking. No
building shall be erected, altered, placed or permitted to remain on
any residential building area other than one detached single-family
dwelling ("House"), not to exceed one story in height, excluding the
basement, plus attached garage capable of housing two vehicles at a
minimum.

2. **BUILDING LOCATION.** No villa shall be located closer to any street or rear
property line than permitted by the final plat. The front set back is twenty (20) feet and the rear
set back is fifteen (15) feet. No structure shall be located closer than fifteen (15) feet between
dwellings.

49.00 Pcf

DUPLICATE FROM PROPERTY OF MADISON COUNTY RECORDER

For purposes of the setback requirements herein, terraces, decks, patios, porches, and retaining walls, which are not permanently roofed over, flagpoles, statuary, cornices, sills, eaves, gutters, downspouts, and ornamental features projecting eighteen inches (18") or less into a yard, shall not be considered a part of the building; terraces, porches, patios, decks, or other similar structures, which are permanently roofed-over, shall comply with all setback requirements.

3. BUILDER, PLANS AND SPECIFICATIONS.

3.1 Lantz Jones, LLC (Lantz Jones) or its assigns, will be the exclusive builder of all villas within the Hawthorne Hills Planned Unit Development. As such, Lantz Jones will provide plans that meet or exceed all architectural requirements and therefore excluded from submittal and approval requirements of this paragraph. Should Lantz Jones choose to abdicate their right as exclusive builder, all villa plans must be submitted to an Architectural Control Committee (hereinafter called the "ACC"), hereby established, which shall initially be comprised of the officers or appointees of the undersigned HAWTHORNE HILLS DEVELOPMENT, LLC. If Lantz Jones abdicates their right as exclusive builder of the villas, any prospective builder must be approved by the Developer. The Developer shall have the absolute authority to approve or disapprove the Owner's selection of the contractor/builder. If the Owner has purchased a Lot and the Developer does not approve the Owner's selection of the contractor/builder, and the Owner does not agree to select an alternative contractor, the Developer shall have the absolute right, but shall not be obligated or required, to purchase back the Lot of the Owner at its sale price, the Owner waiving any claim to expenses of any kind incurred for improvement, and/or interest, appreciation in market value or any other expenses incurred by the Owner of any such Lot. Also, if the Owner's plan of construction is disapproved, the Developer shall have the right to cancel the Lot sales contract and pay back to the Owner the Owner's deposit on the Lot, less any expenses incurred including time incurred by Developer, with no interest, appreciation in value of such Lot, expenses for improvement or of any other kind, incurred by the Owner being charged to the Developer. In addition, each approved contractor/builder constructing a residence in the Hawthorne Hills Subdivision for an Owner of a lot in the subdivision, shall be obligated to adhere to certain conditions, requirements and criteria as established from time to time by the Developer for such contractor to follow during the construction of a residence in the subdivision, including, but not limited to, requirements for workmen's compensation insurance, personal injury and property damage liability insurance according to minimum requirements of coverage to be determined and established by the Developer. Construction activities within the subdivision shall not begin prior to 7:00 a.m. each working day and must cease by 6:00 p.m. unless authorization is received from the ACC to operate outside that timeframe.

The following documents shall be submitted to the ACC for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;

- C. Exterior materials and color selections;
- D. Name of General Contractor and Construction Company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the building area.
- F. Landscaping plan;
- G. Grading plan.

Additional items or clarifications may be requested by the ACC.

The ACC reserves the right to require Owner to provide a plot plan prepared by an engineering firm acceptable to the ACC that establishes the elevation and the location of the dwelling. Plot plan must be approved by ACC before construction can begin. The cost of these services shall be the responsibility of the lot Owner.

The ACC shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Restrictions including the authority to make exceptions to exterior materials for the dwelling including, but not limited to, the masonry requirements as described below. No improvements whether original or replacement, shall be constructed on any lot without the prior approval of the ACC established herein. All improvements, whether original or replacement shall comply with the Architectural Controls set forth herein, unless otherwise approved by the ACC.

It is fully realized that wide discretion is given to the ACC's judgement relating to whether or not a given residence fits the general architectural style of the Subdivision. The purpose of this discretion is not to restrict architectural innovation, nor to ensure that all residences are similar, but is intended to give the ACC complete and open discretion in relation to the design of residences so that they complement one another. By contracting to purchase, or the purchasing of a villa in the Subdivision, the Owner(s) agree(s) unreservedly, to grant the ACC the power of approval as to architectural design or style and materials used, and this restriction shall not be subject to action by an Owner(s) to set it aside, the purchase of a villa in the Subdivision, as aforesaid, constituting a waiver of any objection to this restriction.

The ACC 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 villa in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the ACC 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 ACC shall have two (2) weeks to respond to any submittal or request. Said two weeks shall expire at 5:00 p.m. on the 14th (fourteen (14) calendar days) day following the receipt of submittal or request exclusive of weekends or holidays. Submittal can be provided by email, USPS or in person. If the ACC fails to respond within the timeframe described above, submittal will be considered approved and construction may move forward.

The above named initial members of the ACC shall hold office until all villas in the Subdivision are sold. In case of the death, dissolution or resignation of said initial members while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the ACC until all of the villas in the Subdivision are sold.

No improvements, whether original or replacement, shall be constructed except in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations.

To the extent that any conflict exists between the terms and conditions of this declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by application of the more stringent provision, providing the higher or better quality result. However, the more stringent cannot violate any codes, laws or ordinances.

4. DWELLING SIZE AND MISCELLANEOUS.

- 4.1 All one-story villas shall not be less than **one thousand five hundred (1,500)** square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies.
- 4.2 No split-foyer or A frame dwellings shall be allowed, nor any design or architecture inconsistent with the general architectural style of the Subdivision.
- 4.3 No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any lot. Small, exterior satellite dishes attached to the dwelling house shall be permitted if installed on the rear of the house, not visible from the street and not to exceed 24 inches in diameter.
- 4.4 No recreational apparatus of any kind will be permitted in the yards of the villas building areas. In ground swimming pools may be allowed if approved by the ACC. Detailed plans must be submitted to the ACC for review and approval before construction begins. Swimming pools shall not be located in the front or side yard of any lot, which shall be delineated by a line drawn from the front of the house, parallel to the front of the house (the wall closest to the street), extended out to the side lot lines. No above ground pools will be permitted. The ACC shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.
- 4.5 Yards: Front yard means the open space, lying between the front lot line and a line parallel to the front lot line that runs through a point of the structure that is closest to the front lot line. Rear yard or back yard means the open space lying between the rear lot line and a line parallel to the rear lot line that runs through a point of the structure that is closest to the rear lot line. Side yard means the area along a side lot line between the front yard and the rear yard.

- 4.6 All utility connections, meters, units, or other apparatus pertinent thereto shall be located in such manner or screened by landscaping so as not to be visible from the front of the lot whenever possible.
- 4.7 No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 4.8 No building area or driveway, outside the exterior wall of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.
- 4.9 No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding will be allowed in the driveway or within any building area.
- 4.10 Each building area with a dwelling shall have an attached garage. A port o cochere or breezeway may be permissible if approved by the ACC. Each villa will require a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure. The character and design of garages must conform to the character and design of the dwelling structure. Any exceptions must be approved by the ACC.
- 4.11 No trucks larger than one ton, trailers, or commercial vehicles will be allowed to stand upon any building area, other than service vehicles making deliveries, trucks used during construction for delivery or construction by Developer, Contractors or Sub-Contractors and light pickup and panel trucks, except for temporary construction/sales trailers used by Developer. Said trailer(s) shall be limited to no more than two and shall not be allowed on site longer than two years from the date of final plat approval. No boats, campers, trucks (except pickup trucks), mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage of any villa in the Subdivision, parked overnight or longer than eight hours on the streets of the Subdivision.
- 4.12 A paved area shall be provided by the Owner of each villa suitable for the parking of at least four (4) automobiles which area may include the interior space of the garage and a minimum of 400 square feet of additional space. No exterior paved parking area, other than the driveway, may be located in the front yard without prior approval of the ACC. Any exterior parking area will be restricted to operable automobiles. The paving materials of all parking areas, driveways, and turnarounds shall be portland cement concrete. Any exceptions to these materials must be approved by the Developer before installation.
- 4.13 Any and all mechanical work, or vehicle maintenance (except for washing or waxing), will be performed in the garage of each residence.

- 4.14 No structure of any kind shall be allowed, except the dwelling and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood which must be stored in the defined back yard (firewood shall be kept at least ten (10) feet from any adjacent property line), 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 receptacles, or visible clotheslines shall be allowed and it is strongly encouraged that ample space for garbage receptacles be provided for in the garage of the dwelling and out of view of the general public. Garbage receptacles placed outside for collection must be stored by the end of the day of collection. Pool house type structures may be allowed subject to the prior written approval of the ACC. Said pool house type structures must be of similar design and construction as the primary dwelling. Drawings and specifications for pool house type structures must be submitted to the ACC for approval. In addition, the location of permanent pool equipment, such as pumps, filters, hoses, etc. must be located so as not to create a visible nuisance to neighbors or common areas and should not be visible at all from the street. Location and plans for said equipment must be approved by the ACC. If not, the homeowner may be asked to relocate the equipment at their expense.
- 4.15 All villas that may be erected in the subdivision shall be constructed of good quality, new materials, suitable for use in the construction of residences, and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame, split foyer design, modular or mobile homes, or underground homes are allowed, nor any design inconsistent with the general architectural style of the subdivision. By contracting to purchase or by purchasing a lot in the subdivision, the Owner(s) agree(s), unreservedly, to grant to the ACC the power of approval as to architectural design or style and materials used; this restriction shall not be subject to action by an Owner(s) to set it aside, it being deemed that the purchase of a lot in the subdivision, as aforesaid, constitutes a waiver of any objection to this restriction.
- 4.16 Brick, brick veneer, masonry (EIFS (Dryvit) may be acceptable if approved by ACC), or stone (natural or cement product) is required for each villa. At least 50% of the first floor of the front elevation of the villa must be covered if brick is used. At least 25% of the first floor of the front elevation of the villa must be covered if stone is used. Each side elevation must be a masonry product named above to the height of a wainscote level or approximately the bottom of a standard window. If a combination of stone and brick is used, coverage calculations shall be assessed on a pro rata basis for each masonry product. Windows, doors and gables may be excluded from the percentage calculations. Brick, brick veneer, masonry or stone installed on the back wall of the home is encouraged, but does not contribute to the requirement.

The ACC, in its sole and absolute discretion, may approve an exception to the masonry requirement of each home. Masonry requirements will be reviewed for each villa by the ACC, which will have absolute authority and discretion in approving said masonry requirement. The intent of the ACC concerning the masonry requirement is to provide a wide latitude and discretion

to allow architectural styles appropriate for the Subdivision and encourage a mix of materials that are attractive, durable and low maintenance.

Any concrete portions of foundations exposed greater than eight (8) inches above grade shall be covered with masonry or alternative material pre-approved by ACC.

- 4.17 The balance of the exterior walls may be finished with lap-style composite type siding such as SmartSide products by Louisiana Pacific or a combination thereof of same or similar material approved by the ACC. No vinyl or aluminum siding shall be permitted with the exception of vinyl shake siding or vinyl board and batten siding when used primarily for accent. No wood siding shall be permitted. Aluminum or similar material will be allowed for fascia and soffits. The Developer reserves the right to approve other appropriate materials providing they are deemed of comparable quality and complement the architectural style of the neighborhood.

All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under-eave, overhang and porch areas. Any deck material shall be of composite or similar "maintenance free" material. The ACC shall have the sole and absolute discretion to approve or disapprove the choice of any materials to be utilized in the construction and exterior finish of any improvements, including color selections for brick, siding, roofing materials, fencing, walls, and walkways. The exterior materials and colors shall specifically be a part of the approval process. As with any building material, new product innovations are made available from time to time and the ACC will consider alternative materials when submitted by the Owner.

- 4.18 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 villa Owner, and shall be subject to approval of the ACC.

- 4.19 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. However, Developer and its related or affiliated companies, including a separate building company, are allowed to maintain offices within the subdivision in any community building (i.e. "the barn") or display homes owned by Developer or affiliated companies for purposes of a sales and selection office as well as general management of the Subdivision and related development activities until the last lot is sold in the Subdivision.

- 4.20 No brightly colored lawn ornaments such as reflection balls, garden gnomes etc. are allowed. Any sculptures or lawn ornaments must be approved by the ACC and the ACC has the authority to have said items removed at their request.

- 4.21 No walls, fences, or fencing of any kind shall be allowed in the front yard of any villa, nor on any side of a dwelling along a street closer than the setback line established

by the plat or City ordinances. All fences shall meet City of Edwardsville code requirements. Any fence constructed after final occupancy by owner will require a fence permit issued by the City of Edwardsville and meet all City code requirements. No wall, fences or fencing over four (4) feet in height shall be allowed on any Lot. All walls, fences, and fencing shall be professionally constructed wrought iron, aluminum or similar construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. All metal fences must be black in color unless alternative color is approved by the ACC. No wood, vinyl, 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 ACC 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 14 below.

The design and materials used for any retaining wall must be approved by the ACC. (Note: Depending on the height of retaining wall, the retaining wall may also require an approved permit from the City of Edwardsville.)

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

4.23 All houses shall be landscaped within 30 days of completion (or as soon as weather permits), across the front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials which shall be approved by the ACC. All lawn ornaments, garden structures and appurtenances must be approved by the ACC. Front, side and rear yards shall be sodded. The landscape package, exclusive of sod, shall have a minimum value of two thousand five hundred U.S. Dollars (\$2,500.00) and include a minimum of one shade tree in the front yard. Said tree must be a minimum of 1 ½" caliper. Landscape plans should include the location of the tree and is subject to the approval of the Developer. (Note: The City of Edwardsville Landscape Ordinance includes a prohibited tree listing including "European Mountain Ash and Silver Maple. Please check the prohibited tree listing with the City of Edwardsville to ensure no trees planted are in violation of ordinance.) All landscaping upon a lot shall be maintained, (i.e. trimmed, dead limbs, shrubs or trees removed) at least annually.

4.24 The entrance sign and community landscaping and all common areas shall be maintained by the Hawthorne Hills Homeowners Association.

The common areas, indicated on the Plat of Record for the Subdivision is for beautification and preservation of privacy and security of all subdivision residents. The common areas will be controlled by the Developer and ACC/Homeowners Association. No alteration of any common areas will be allowed except by appropriate Subdivision Authority.

5. **ROOFS**. All roofs as viewed from the front must be constructed with a pitch of not less than 6/12 except for shed type roofs that are not part of the main roof structure. All front facing gables or any gables facing a street must be constructed with a pitch of

not less than 8/12. Shingles must be architectural grade shingles or better and have a textured design and appearance, and be constructed of fiberglass, or asphalt shingle. No three (3) tab shingles will be allowed. Any questions on Architectural shingles meeting requirements will be addressed to the ACC. Exceptions will be considered by the ACC for shed roofs or similar design features. Standing seam metal roof or similar material may be required particularly with roof pitch of 4/12 or less. As with any building material, new product innovations are made available from time to time and the ACC will consider alternative materials when submitted by the Owner.

5.1 All exposed metal flues or vents penetrating roof must be powder coated in black or color similar to roof color to match shingles. Colors other than black or grey must be approved by ACC.

6. **MAILBOXES; YARD LIGHTS.** The USPS has implemented centralized mail delivery and requires that all Lot Owners utilize cluster box units located throughout the neighborhood. Address identification may be required as designated by the Developer. The cost of the address identification and installation will be the responsibility of the Owner. Yard lights are optional, but if desired, the style and model of yard light will be as designated by Developer. Cost of yard light and installation will be at the expense of the homeowner. Any yard light shall be placed on a dusk to dawn timer with the power for same to be furnished by the Owner.

7. **LIVESTOCK AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any kind will be permitted to be kept outside the dwelling in exterior kennels or houses, or maintained for any commercial purpose. Households are limited to no more than two pets.

8. **MAINTENANCE OF PROPERTY.**

8.1 Immediately after the erection of a dwelling, and as soon as the season permits, the area in which there is newly disturbed earth shall be seeded or sodded and suitably landscaped.

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

8.3 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 and shall be consistent and not interfere with the final grading plan of the Subdivision. Under no circumstances shall the Owner of any villa alter the topographic conditions of said property in any way that will permit or cause additional quantities of water to flow from or across said property and onto any adjoining property or public right-of-way. Grading shall be sloped and tapered at the side or rear in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspouts shall never be connected to any sanitary sewer. Drain tile shall be installed to collect water from all downspouts unless discharging on to driveway and extended a minimum of six (6) feet from foundation of villa. Erosion control measures will be the responsibility of Owner or Contractor and will adhere to the requirements of the local authorities.

8.4 Sidewalks shall be located four (4) feet from the curb, shall be five (5) feet wide, of concrete not less than four inches thick, with number six reinforcing mesh through the length of a driveway.

9. **GARBAGE AND REFUSE DISPOSAL.** No building area 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 garbage receptacles located inside the dwelling, except on collection days, when said garbage receptacles may be placed near the platted streets for collection. Garbage receptacles must be returned and stored inside the dwelling by the end of the day of collection.

10. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of villas, or signs used by the undersigned to identify the Subdivision and to advertise sales of villas in the Subdivision. All signs shall be approved by the Developer.

11. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Owner.

A permanent non-exclusive easement is hereby reserved for and granted to the City of Edwardsville, Madison County, Illinois and to those public utility companies operating the City of Edwardsville, in, upon, across, over, under, and through the areas shown by dashed lines and labeled "UTILITY EASEMENT" on the plat of this subdivision for the purpose of installing, construction, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining sanitary sewers, storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, all manholes, hydrants, pipes, connections, catch basins, wire, conduit, and without limitation, such other installations as may be required to furnish public utility service to or through the attached area, and such other appurtenances and additions thereto as said City and Utilities may deem necessary, together with the right of access across the lots and real estate included in the attached document for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to said City and Utilities to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers or, without limitation, utility installations in, on, upon, or across, under or through said "UTILITY EASEMENT." No permanent buildings, swimming pools, retaining walls, surfaces or earth fill 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 "UTILITY EASEMENT."

A permanent non-exclusive easement is hereby reserved for and granted to the City of Edwardsville, Madison County, Illinois, in, upon, across, over, under, and through the areas shown by dashed lines and labeled "DRAINAGE EASEMENT" on the plat of this subdivision for the purpose of installing, constructing, inspecting, replacing, renewing, altering, removing, repairing, cleaning, and maintaining ditches, swales, catch basins, culverts, and without limitation, such other installations as may be required to furnish drainage of surface water from, to, or through the attached area, and such other appurtenances and additions thereto as said City may deem necessary, together with the right of access across the lots and real estate included in the attached document for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to said City to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said drainage ways, in, on, upon, or across, under or through said "DRAINAGE EASEMENT." No permanent buildings, swimming pools, retaining walls, surfaces, or earth fill shall be placed on said "DRAINAGE EASEMENT" that then or in the future interfere with the aforesaid uses and rights and must conform to City of Edwardsville's code or requirements. Maintenance of said easements shall remain the responsibility of the property Owners. Property Owners shall be responsible for the costs associated with removing unauthorized obstacles from the "DRAINAGE EASEMENT."

12. **ASSESSMENTS.** Annual and special assessments may be established or levied against each building area and its Owners for all common areas and amenities of Hawthorne Hills subdivision including mowing, maintenance of street and entrance landscaping, Subdivision fences, berms, Subdivision swimming pool and related facilities including pool equipment, detention basins, lake or streams (including dam maintenance, inspections, fees or permits as required) drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot or Villa Owners, and for any other duties, powers, and responsibilities of the Hawthorne Hills Homeowners Association.

Each villa building area will be assessed an annual Villa owners fee at the same amount and rate as the fees applied to owners of lots 59 through 128. An initial annual fee of \$360 will be combined with Homeowners fees collected for all lots within the Hawthorne Hills subdivision. Outlots A and B will be subject to a combined HOA fee equal to 200% of the Villa owners fee (initially $\$360 \times 2 = \720). The Hawthorne Hills Homeowners Association funds will be maintained in a separate account and administered by the Developer or the Hawthorne Hills Homeowners Association, whichever is applicable at the time and used for purposes as described in the paragraph above. Said fee shall be assessed at the closing of the purchase of each Villa, pro-rated on a 12 month calendar basis, and said annual fee shall be due and payable on April 1 of each succeeding year. The Developer reserves the right to assess a reasonable fee for overhead and management of maintenance and repair expenses incurred by the Subdivision from the funds collected by Homeowners or Villa owners fees.

Annual assessments shall be established by majority vote of the Lot or Villa Owners as described in voting procedures of Section 14 below pertaining to the Hawthorne Hills Homeowners Association. Any unpaid assessments against a Villa or building area shall be the personal obligation of each Owner of that Villa or building area at the time of assessment, jointly and severally, and shall also become a lien against that Villa or building area upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not filed on or before

March 1 of the following year, said right to a lien shall expire. Any purchaser, lender or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment of any such lien.

The management and contracting or hiring of services or personnel for maintenance of common areas, community structures and appurtenances, landscape easements, fountains, Subdivision swimming pool and related facilities, recreational facilities, flower planting programs, mowing, irrigation, snow removal and other features in the Subdivision shall be the responsibility of the Developer until such time the Homeowners Association assumes those responsibilities as indicated in Section 14. The landscape easements shall be designated on the plat of record of the Subdivision. The Developer shall, during and after development of the Subdivision, implement and continue programs for landscaping, grass cutting and planting flowers, etc. within landscape easements. Mowing and maintenance of individual lots or building areas are the responsibility of the Owner and should be maintained consistent with the requirements of applicable local codes.

The cost for all maintenance, repair, replacement or the addition of related items named above for the benefit and enjoyment of the Subdivision shall be paid first from Homeowners fees and any shortfall will be the responsibility of the Developer until 50% of lots or building areas are sold. After 50% of lots or building areas are sold, all such expenses shall be borne by the Homeowners annual fees or any special assessments if necessary. Any extraordinary repair or maintenance expenses may also be subject to special assessment of Homeowners. After all lots are sold, the maintenance programs will be continued and the responsibility of the Homeowners Association.

The building within the Subdivision commonly referred to as "The Barn" is and will remain the property of the Developer and/or its related or affiliated companies or Principals. At the Developer's absolute discretion, "The Barn" may be used or made available to Subdivision residents for specific purposes yet to be identified. As such, expenses related to its maintenance and upkeep shall be eligible for reimbursement from HOA funds. It's initial and primary purpose will be to serve as office facilities for the Developer and related or affiliated companies, including an affiliated building company to promote and manage the development and lot/home sales activities of the Subdivision. It will be at the absolute discretion of the Developer as to the designated uses of "The Barn". The Developer may at its absolute discretion choose to sell or convey "The Barn" to the Homeowners Association once all lots are sold within the Subdivision.

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

Except for lake maintenance, no boat motors of any type shall be permitted or allowed. No boat docks or launches shall be permitted. Small boats, kayaks or canoes capable of no more than two passengers will be allowed on the lake. No boats, canoes, kayaks or other water vessels shall be stored on the shoreline or in the yards of any lot, but will be required to be stored inside when not in use.

13. **EXTERIOR MAINTENANCE PROGRAM.** An exterior maintenance program is provided for each Villa in the PUD. Services provided shall include the following for each Villa: mowing, lawn irrigation, fertilizer and herbicide treatment, snow removal and ice treatment, gutter cleaning, exterior window cleaning, landscape pruning and bed maintenance. Insect, termite or pest treatment and control is responsibility of each Villa owner. Snow removal will be provided for any snow event in excess of 2" accumulation. All service schedules will be controlled by the Developer or the Villa Owners Association (VOA) (described in paragraph 14 below), whichever is applicable at the time. The initial fee assessed each Villa owner shall be \$175 per month, due and payable the first day of each month or could be paid less frequently if paid in advance or through automatic withdrawal of designated checking account of Villa owner as agreed between Villa owner and Developer or VOA. Said fee may be adjusted should services provided or expenses associated with services provided change. A 30 day notice is required prior to any adjustment in said fees. These services are not provided to the out lots of the PUD nor do the fees for these services apply to the out lots.

Hawthorne Hills Development, LLC, affiliated companies, such as Lantz Jones, LLC or lots owned individually by the Principals of Hawthorne Hills Development, LLC, or their assigns, may not be assessed an exterior maintenance program fee for any finished, unsold Villa or building area it owns or any building area with improvements such as model homes or inventory homes for sale. This clause is irrevocable unless unanimously agreed to by Hawthorne Hills Development, LLC, affiliated companies or the individual Principals of Hawthorne Hills Development, LLC.

14. **HOMEOWNERS ASSOCIATION.** After sixty five percent (65%) of the total lots in the Hawthorne Hills Subdivision, which shall include each Villa as a lot, have been sold by Developer or after ten (10) years from the date of beginning of dwelling occupancy, whichever occurs first, the "Hawthorne Hills Homeowners Association" shall be established as a not-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in these Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, detention basins, and Subdivision appurtenances shall be conveyed by Developer to the Homeowners Association. The exception will be the building referred to as "The Barn" which is and will remain the property of the Developer unless and until the Developer chooses to sell or convey "The Barn" to the Homeowners Association.

The Homeowners Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant (Developer and related or affiliated companies) and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B members shall be the Declarant (Developer and related or affiliated companies or individuals) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes

outstanding in the class A membership equal the total votes outstanding in the Class B membership.

The Homeowners Association shall from time to time adopt bylaws for its constitution, operation, and deliberations, in conformity with these Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. The Homeowners Association shall have the right, concurrent with any other Owner and with Developer, to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Robert's Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

Upon establishment of the Hawthorne Hills Homeowners Association, a governing board shall be elected by the voting membership which shall consist of one vote per lot or villa within the Hawthorne Hills Subdivision. The initial board shall consist of five (5) members. Two members shall be owners of lots 1 through 58 and elected by the owners of lot 1 through 58, two members shall be owners of lots 59 through 119 and elected by the owners of lots 59 through 119, and one member shall be from the Villas of Hawthorne Hills and elected by owners of the Villas of Hawthorne Hills. One member from the villas, one member from lots 1 through 58 and one member from lots 59 through 119 shall be elected for a two year term. The remaining members shall be elected for a one year term. The rotation of elected members is in place to ensure some consistency of members from year to year. A president and treasurer shall be elected by the HOA board at their first official meeting and each annual meeting thereafter.

Hawthorne Hills Development, LLC, affiliated or related companies, such as Lantz Jones, LLC or lots owned individually by the Principals of Hawthorne Hills Development, LLC, or their assigns, may not be assessed a Homeowners fee for any finished, unsold lot it owns or any lot with improvements such as model homes or inventory homes for sale. This clause is irrevocable unless unanimously agreed to by Hawthorne Hills Development, LLC, affiliated companies or the individual Principals of Hawthorne Hills Development, LLC.

14.1 Should the Homeowners Association fail to maintain the common areas, detention basins, or any other Homeowners Association responsibility for a period of thirty (30) days after receiving written notice from the CITY OF EDWARDSVILLE, the CITY OF EDWARDSVILLE shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association.

14.2 **VILLA OWNERS ASSOCIATION:** In addition to the above described Homeowners Association, there is also hereby established the Hawthorne Hills Villa Owners Association (VOA) for the benefit of the villa owners of Hawthorne Hills subdivision. Upon the sale of the last available villa building area, the "**Hawthorne Hills Villa Owners Association**" shall be established as a not-for-profit corporation. The primary purpose and responsibility of the VOA will be to manage the exterior maintenance program after all villas are sold and the Developer is no longer involved in that capacity. The VOA may also identify other issues of import to the villa owners and the VOA shall be the vehicle to address items brought to the attention of the VOA board to be addressed at the annual meeting or special meeting if called by the VOA board. Upon establishment of the VOA, a governing board shall be elected by the

voting membership which shall consist of each villa owner (one vote per villa). The initial board shall consist of three (3) members. Two members shall be elected for a two year term and one member for a one year term. Elections shall be held on an annual basis. A president and treasurer shall be elected by the VOA board at their first official meeting and each annual meeting thereafter.

15. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until **twenty (20) years from the date of recording hereof**, at which time the Restrictions shall automatically be extended for successive periods of 10 years, unless by a vote of all of the Owners of at least two-thirds (2/3) of the lots, it is agreed to change said Covenants and Restrictions in whole or part; until the last Lot in the Subdivision is sold by the undersigned, these Restrictions may be rescinded or amended by the undersigned. Thereafter, these Restrictions may be rescinded or amended at any time prior to **twenty (20) years from the date of recording hereof**, or thereafter, by approving vote of all Owners of at least 2/3 of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association herein below established, in the Recorder's Office in Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions, herein, it shall be lawful, and power of authority is hereby given, to any other person owning any of the above described real property, and to the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has set his hand this 1st day of February, 2017.

Hawthorne Hills Development, LLC

By: Kevin H. Jones
(Signature)

Jeff Lanter
(Signature)

Kevin H. Jones
(Print Name)

JEFF LANTER
(Print Name)

Manager
(Print Title)

MANAGER
(Print Title)

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public of the State of Illinois, certify that Kevin H. Jones, personally known to me to be the Manager of Hawthorne Hills Development, LLC, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Dated February 1st, 2017



Sheila J Whitlock
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public of the State of Illinois, certify that Jeff Lantz, personally known to me to be the Manager of Hawthorne Hills Development, LLC, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Dated February 1st, 2017



Sheila J Whitlock
Notary Public

TWM
will call

END OF DOCUMENT