

COVENANTS AND RESTRICTIONS FOR GINGER CREEK

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR GINGER CREEK

The following provisions remain the same:

"NOW THEREFORE, the undersigned hereby declare that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof." All other provisions are hereby deleted and replaced with the following:

Lots 1 through 66 inclusive and Commons I and II, in GINGER CREEK I, a subdivision in GINGER CREEK in the S.W. 1/4 and the S.E. 1/4 of Section 22, and the N.E. 1/4 of Section 27, Township 4 North, Range 8 West of the Third Principal Meridian in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 45 at Page 68 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 120 through 125 inclusive and Lots 127 through 157 inclusive in GINGER CREEK II, FIRST ADDITION a resubdivision of part of Outlot "E" in GINGER CREEK in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian in Madison County, Illinois as shown in a plat recorded in Plat Volume P. C. 49 at Page 176 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 166, 167 and 168 in GINGER CREEK MEADOWS, a resubdivision of part of Outlot "B" in GINGER CREEK and all of Lot 157 in GINGER CREEK II, FIRST ADDITION in the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian in Madison County, Illinois as shown in a plat recorded in Plat Volume P.C. 51 at Page 20 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 101 through 119 inclusive, in GINGER CREEK II, a resubdivision of part of Outlot "B" in GINGER CREEK in the S.W. 1/4 and the S.E. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 47 at Page 165 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 84 through 100 inclusive, in GINGER CREEK III, a resubdivision of part of Outlot "A" in GINGER CREEK in the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P. C. 47 at Page 166 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 67 through 80 inclusive, in GINGER CREEK ESTATES, a resubdivision of part of Outlot "A" in GINGER CREEK in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 47 at Page 147 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 158 through 165 inclusive, in GINGER CREEK WOODS, a resubdivision of all of Outlot "D" in Ginger Creek in the N.E. 1/4 of Section 27, and all of Lot 126 in GINGER CREEK II, FIRST ADDITION in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 51 at Page 22 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 1 through 9 inclusive in GINGER CREEK MEADOWS FIRST ADDITION (hereafter may be referred to as The Villas of Ginger Meadows AND/OR as Lots 1 - 28 of The Villas of Ginger Meadows), as recorded in the recorder's office of Madison County, Illinois in plat cabinet _____ on page _____ being part of the Southwest quarter of section 22, township 4 North, range 8 West of the third principal meridian, Madison County, Illinois, more particularly described as follows:

Beginning at the most Northerly corner of Lot 1 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 51 degrees 08 minutes 09 seconds East, a distance of 145.26 feet to the most easterly corner of said Lot 1; thence South 13 degrees 07 minutes 12 seconds West, a distance of 97.52 feet to the southeast corner of said Lot 1; thence South 66 degrees 24 minutes 12 seconds West, a distance of 100.94 feet to the southwest corner of said Lot 1; thence North 23 degrees 35 minutes 48 seconds West, a distance of 10.00 feet to the southeast corner of Lot 2 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 66 degrees 24 minutes 12 seconds West, a distance of 31.00 feet to the most northerly corner of Lot 4 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 23 degrees 35 minutes 48 seconds East, a distance of 122.00 feet to the southeast corner of said Lot 4; thence South 66 degrees 24 minutes 12 seconds West, a distance of 40.34 feet to the northeast corner of Lot 5 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 23 degrees 35 minutes 48 seconds East, a distance of 85.55 feet to the most easterly corner of said Lot 5; thence South 13 degrees 07 minutes 12 seconds West, a distance of 86.64 feet to the southeast corner of said Lot 5; thence South 66 degrees 24 minutes 12 seconds West, a distance of 107.86 feet to the most southerly corner said of Lot 5; thence North 23 degrees 35 minutes 48 seconds West, a distance of 33.49 feet to the southeast corner of Lot 6 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 89 degrees 53 minutes 28 seconds West, a distance of 15.64 feet to the northeast corner of Lot 7 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 00 degrees 06 minutes 32 seconds East, a distance of 288.00 feet to the southeast corner of Lot 8 of said GINGER CREEK MEADOWS FIRST ADDITION; thence North 89 degrees 53 minutes 28 seconds East, a distance of 35.00 feet to the northeast corner of Lot 9 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 00 degrees 06 minutes 32 seconds East, a distance of 135.00 feet to the southeast corner of said Lot 9; thence South 89 degrees 53 minutes 28 seconds West, a distance of 160.00 feet to a corner of said Lot 9; thence North 46 degrees 44 minutes 34 seconds West, a distance of 53.17 feet to the southwest corner of said Lot 9; thence Northerly, along the West line of said Lot 9, being a curve to the left, having a radius of 50.00 feet and a chord bearing North 12 degrees 24 minutes 49 seconds West, a distance of 82.58 feet; thence Northwesterly, around a curve to the right, having a radius of 30.00 feet and a chord bearing North 34 degrees 05 minutes 40 seconds West, a distance of 33.54 feet; thence North 00 degrees 06 minutes 32 seconds West, a distance of 4] 8.00 feet to the northwest corner of said Lot 6; thence North 89 degrees 53 minutes 28 seconds East, a distance of 154.81 feet to the northeast corner of said Lot 6; thence North 23 degrees 35 minutes 48 seconds West, a distance of 254.71 feet to the northwest corner of Lot 3 of said GINGER CREEK MEADOWS FIRST ADDITION; thence Easterly around a curve to the right, having a radius of 112.24 feet and a chord bearing North 62 degrees 18 minutes 12 seconds East, a distance of 16.04 feet; thence North 66 degrees 24 minutes 12 seconds East, a distance of 176.63 feet; thence Northeasterly, around a curve to the left, having a radius of 282.15 feet and a chord bearing North 52 degrees 38 minutes 04 seconds East, a distance of 134.31 feet to the point of beginning.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Ginger Creek Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties (including Members of The Villas of Ginger Meadows described in Section 3 immediately below), including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Members of The Villas of Ginger Meadows" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the GINGER CREEK MEADOWS FIRST ADDITION, as described in Article II Section IV, including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought under these covenants, conditions and restrictions by specific declaration and dedication.

Section 5. "Common Area" shall mean all real property (including the improvements thereon) owned from time to time by the Association for the common use and enjoyment of the owners of lots in Ginger Creek and the Villas of Ginger Meadows.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision Plat of the Properties with the exception of the Outlots, Common Areas or Dedicated Areas. "Lot" shall also mean and refer to each individual side of a lot containing two dwelling units within a common building, subdivided along a common wall.

Section 7. "Walk-out basement" shall refer to any floor or level of a dwelling which is partly or wholly below ground level, but which has a door for ingress or egress.

ARTICLE II PROPERTY RIGHTS

Section 1. Residential Purposes Defined.

(a) Allowable Structures:

Except during a construction period of reasonable duration, no building of any kind whatsoever shall be erected or maintained on any lot except one single family private dwelling house and attached garage, all under one roof, for the sole use of the owner or occupant of the land upon which said building is erected. A release allowing the construction of some other type building on a particular lot may be obtained, however, if permission is granted in writing by both the Architectural Control Committee herein provided for and for the immediately adjacent lot owners abutting any portion of said lot. No structure shall be erected over areas reserved for easements which would interfere with the construction or maintenance of utilities or other uses for which such easements are granted. All services to utility connections shall be made underground.

(b) Minimum Dwelling - Quality and Size:

I.

The following restrictions apply to all buildings constructed on the following described real estate:

Lots 1 through 66 inclusive and Commons I and II, in GINGER CREEK I, a subdivision in GINGER CREEK in the S.W. 1/4 and the S.E. 1/4 of Section 22, and the N.E. 1/4 of Section 27, Township 4 North, Range 8 West of the Third Principal Meridian in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 45 at Page 68 in the Office of the Recorder of *Deeds* of Madison County, Illinois.

The GROUND FLOOR AREA of the home exclusive of open porches, garages, basements and "walkout" basements, of any new construction after January 1, 1990, shall be not less than the following amended areas:

1. 1900 square feet for a one story building
2. 1300 square feet for a one and a half (1 1/2) story building or two (2) story building.

For any new construction after January 1, 1990, the TOTAL LIVING AREA of a multi-level building, exclusive of open porches, garages and basements, including "walk-out" basements, shall not be less than 2200 square feet.

II.

The following restrictions apply to all buildings constructed on the following described real estate:

Lots 120 through 125 inclusive and Lots 127 through 157 inclusive in GINGER CREEK II, FIRST ADDITION a resubdivision of part of Outlot "B" in GINGER CREEK in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian in Madison County, Illinois as shown in a plat recorded in Plat Volume P.C. 49 at Page 176 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 166, 167 and 168 in GINGER CREEK MEADOWS, a resubdivision of part of Outlot "B" in GINGER CREEK and all of Lot 157 in GINGER CREEK II, FIRST ADDITION in the S.W. 1/4 of Section 22, Township 4 North, .Range 8 West of the Third Principal Meridian in Madison County, . Illinois as shown in a plat recorded in Plat Volume P.C. 51 at Page 20 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 101 through 119 inclusive, in GINGER CREEK II, a resubdivision of part of Outlot "B" in GINGER CREEK in the S.W. 1/4 and the S.E. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 47 at Page 165 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 67 through 80 inclusive, in GINGER CREEK ESTATES, a resubdivision of part of Outlot "A" in GINGER CREEK in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 47, at Page 147 in the Office of the Recorder of Deeds of Madison County, Illinois.

AND

Lots 158 through 165 inclusive, in GINGER CREEK WOODS, a resubdivision of all of Outlot "0" in Ginger Creek in the N.E. 1/4 of Section 27, and all of Lot 126 in GINGER CREEK II, FIRST ADDITION in the S.E. 1/4 and the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 51 at Page 22 in the Office of the Recorder of Deeds of Madison County, Illinois.

The GROUND FLOOR AREA of the home exclusive of open porches, garages, basements and "walk-out" basements, of any new construction after January 1, 1990, shall be not less than the following amended areas:

1. 2100 square feet for a one story building
2. 1400 square feet for a one and a half (1 1/2) story building or two (2) story building.

For any new construction after January 1, 1990, the TOTAL LIVING AREA of a multi-level building, exclusive of open porches, garages and basements, including "walk-out" basements, shall not be less than 2600 square feet.

III.

The following restrictions apply to all buildings constructed on the following described real estate:

Lots 84 through 100 inclusive, in GINGER CREEK III, a resubdivision of part of Outlot "A". in GINGER CREEK in the S.W. 1/4 of Section 22, Township 4 North, Range 8 West of the Third Principal Meridian, in the Village of Glen Carbon, Madison County, Illinois, as recorded in Plat Volume P.C. 47 at Page 166 in the Office of the Recorder of Deeds of Madison County, Illinois.

The GROUND FLOOR AREA of the home exclusive of open porches, garages, basements and "walk-out" basements, of any new construction after January 1, 1990, shall be not less than the following amended areas:

1. 1300 square feet for a one story building
2. 800 square feet for each unit of a one and a half (1 1/2) story or two (2) story building.

For any new construction after January 1, 1990, the TOTAL LIVING AREA of a multi-level building, exclusive of open porches, garages and basements, including "walk-out" basements, shall not be less than 2600 square feet.

IV

Lots 1 through 9 inclusive in GINGER CREEK MEADOWS FIRST ADDITION (hereafter may be referred to as The Villas of Ginger Meadows AND/OR as Lots 1 - 28 of The Villas of Ginger Meadows), as recorded in the recorder's office of Madison County, Illinois in plat cabinet _____ on page _____, being part of the Southwest quarter of section 22,

township 4 North, range 8 West of the third principal meridian, Madison County, Illinois, more particularly described as follows:

Beginning at the most Northerly corner of Lot 1 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 51 degrees 08 minutes 09 seconds East, a distance of 145.26 feet to the most easterly corner of said Lot 1; thence South 13 degrees 07 minutes 12 seconds West, a distance of 97.-52 feet to the southeast corner of said Lot 1; thence South 66 degrees 24 minutes 12 seconds West, a distance of 100.94 feet to the southwest corner of said Lot 1; thence North 23 degrees 35 minutes 48 seconds West, a distance of 10.00 feet to the southeast corner of Lot 2 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 66 degrees 24 minutes 12 seconds West, a distance of 31.00 feet to the most northerly corner of Lot 4 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 23 degrees 35 minutes 48 seconds East, a distance of 122.00 feet to the southeast corner of said Lot 4; thence South 66 degrees 24 minutes 12 seconds West, a distance of 40.34 feet to the northeast corner of Lot 5 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 23 degrees 35 minutes 48 seconds East, a distance of 85.55 feet to the most easterly corner of said Lot 5; thence South 13 degrees 07 minutes 12 seconds West, a distance of 86.64 feet to the southeast corner of said Lot 5; thence South 66 degrees 24 minutes 12 seconds West, a distance of 107.86 feet to the most southerly corner of Lot 5; thence North 23 degrees 35 minutes 48 seconds West, a distance of 33.49 feet to the southeast corner of Lot 6 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 89 degrees 53 minutes 28 seconds West, a distance of 15.64 feet to the northeast corner of Lot 7 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 00 degrees 06 minutes 32 seconds East, a distance of 288.00 feet to the southeast corner of Lot 8 of said GINGER CREEK MEADOWS FIRST ADDITION; thence North 89 degrees 53 minutes 28 seconds East, a distance of 35.00 feet to the northeast corner of Lot 9 of said GINGER CREEK MEADOWS FIRST ADDITION; thence South 00 degrees 06 minutes 32 seconds East, a distance of 135.00 feet to the southeast corner of said Lot 9; thence South 89 degrees 53 minutes 28 seconds West, a distance of 160.00 feet to a corner of said Lot 9; thence North 46 degrees 44 minutes 34 seconds West, a distance of 53.17 feet to the southwest corner of said Lot 9; thence Northerly, along the West line of said Lot 9, being a curve to the left, having a radius of 50.00 feet and a chord bearing North 12 degrees 24 minutes 49 seconds West, a distance of 82.58 feet; thence Northwesterly, around a curve to the right, having a radius of 30.00 feet and a chord bearing North 34 degrees 05 minutes 40 seconds West, a distance of 33.54 feet; thence North 00 degrees 06 minutes 32 seconds West, a distance of 418.00 feet to the northwest corner of said Lot 6; thence North 89 degrees 53 minutes 28 seconds East, a distance of 154.81 feet to the northeast corner of said Lot 6; thence North 23 degrees 35 minutes 48 seconds West, a distance of 254.71 feet to the northwest corner of Lot 3 of said GINGER CREEK MEADOWS FIRST ADDITION; thence Easterly around a curve to the right, having a radius of 112.24 feet and a chord bearing North 62 degrees 18 minutes 12 seconds East, a distance of 16.04 feet; thence North 66 degrees 24 minutes 12 seconds East, a distance of 176.63 feet; thence Northeasterly, around a curve to the left, having a radius of 282.15 feet and a chord bearing North 52 degrees 38 minutes 04 seconds East, a distance of 134.31 feet to the point of beginning.

The GROUND FLOOR AREA of the home exclusive of open porches, garages, basements and walk-out basements, of any new construction after October 1, 1997 shall be not less than the following amended areas:

1. 1500 square feet per living unit; or 3,000 per building.
2. 1800 square feet for a one and a half (1 1/2) story living unit or two (2) story living unit; or 3,600 square feet per building. The main level of each living unit shall be a minimum of 1250 square feet.

No more than two (2) stories of any unit shall be exposed from any view of the unit. "Walk-out" basements shall be considered as an exposed story.

Vinyl or aluminum siding may be approved, provided that the type and color of the materials are compatible with the exterior design of the homes, i.e. if a Colonial elevation calls for white clapboard siding, white vinyl would be approved. The external materials and colors shall be specifically a part of the approval process. 100% of the front of any building will be brick. No stone will be allowed on any exterior surface. THIS PARAGRAPH SUPERSEDES #8 UNDER GENERAL GUIDELINES in ARTICLE V.

No building shall have more than one brick color, one siding color or one shingle color.

A minimum of an 8/12 roof pitch shall be required.

Architectural Styled Shingles or Simulated Wood Shingle Composite shall be used as the shingles on each unit.

Full basement foundations or crawl space foundations are required. No slab construction shall be permitted.

The Developer shall submit a specified style address stone, mailbox and lamppost to the Architectural Control Committee, which, after approval by the Architectural Control Committee, must be adopted for each building constructed.

No building shall be considered by the Architectural Control Committee *unless* a landscaping plan, including any landscaping being edged with brick, is included in the plans submitted to the Architectural Control Committee. An initial landscaping plan, which is included and serves as the minimal landscaping plan for each unit, is to be adopted at the time this document is approved by the Village of Glen Carbon. The Architectural Control Committee will consider for approval any modifications from the initial landscaping plan.

Each unit shall have an attached garage capable of housing at least two (2) full-sized automobiles. In addition, each unit shall have a Portland cement concrete driveway suitable for the off-street parking of at least two (2) automobiles. A common Parry wall is permitted between each unit.

Each unit owner shall be obligated to pay all annual or special assessments of the Ginger Creek Homeowner's Association as per Article IV of this document, the COVENANTS AND RESTRICTIONS FOR. GINGER CREEK. However, no

assessment of annual or special assessments shall be levied upon each individual living unit until two years from the date the initial occupancy permit is issued by the Village of Glen Carbon. Annual or special assessments shall be paid in full if the initial occupancy permit is issued on or before April 1 of any given year. Annual or special assessments shall be paid on a prorated monthly basis if the occupancy permit is issued after April 1 of any given year.

This section, section IV under Article II of the COVENANTS AND RESTRICTIONS FOR GINGER CREEK, may be amended by an instrument in writing signed by:

1. Not less than the owners of FIFTY-ONE PERCENT (51%) of the lots in the Villas of Ginger Meadows

AND BY

2. Each of the presidents of the entities of Bertels Grinter Development Group LLC and Hansen Builders Inc., so long as Bertels Grinter Development LLC and Hansen Builders Inc. own at least one (1) lot in the Villas of Ginger Meadows

AND BY

3. The elected officers and directors of the Ginger Creek Homeowner's Association (as authorized in Article III of the COVENANTS AND RESTRICTIONS FOR GINGER CREEK.

Members of The Villas of Ginger Meadows, defined under Article I, Definitions, shall elect a committee of not less than three (3) Members. This committee is empowered and obligated to establish and collect ANNUAL MAINTENANCE ASSESSMENTS to provide for lawn mowing, maintenance of landscape berms and other landscaping, snow removal, real estate taxes, insurance and other expenses incurred in connection with the maintenance of the common areas in The Villas of Ginger Meadows. Non-payment of the ANNUAL MAINTENANCE ASSESSMENTS to this committee in The Villas of Ginger Meadows will result in the filing of liens as authorized in Article IV of the COVENANTS AND RESTRICTIONS FOR GINGER CREEK by the Ginger Creek Homeowner's Association. The ANNUAL MAINTENANCE ASSESSMENTS established and collected by the Committee of The Villas of Ginger Meadows are separate and distinct from the Ginger Creek Homeowner's Association dues that are assessed annually and due, payable and collected by the Ginger Creek Homeowner's Association. The committee elected by The Villas of Ginger Meadows will appoint an Ex-Officio member to serve on the board of elected officers and directors of The Ginger Creek Homeowner's Association.

The common areas described on the plat adopted when the Villas of Ginger Meadows is approved will be deeded to the Ginger Creek Homeowner's Association after the sale of sixty-seven percent (67%) of the units or no later than three (3) years from the recording date of this instrument, whichever shall first occur. The Committee of The Villas of Ginger Meadows shall be responsible for the mowing of the common grounds only on those lots (Lots 1 - 28 of The Villas of Ginger Meadows) that are fully developed. Lots that are not yet fully developed shall be maintained by the owner of those lots.

(c) Materials:

All buildings erected on any lot shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. No tin, tar paper, composition paper or similar materials may be used as a permanent exterior of any building. Temporary buildings erected by builders in connection with the construction of any dwelling are permitted only so long as they are located behind the dwelling being constructed, and only so long as they are constructed of new materials and in a manner approved, in advance, by the Architectural Control Committee, and only so long as they are removed within 7 days after either (i) the completion of the dwelling, or, (ii) issuance of the occupancy permit by the Village of Glen Carbon for said dwelling, whichever first occurs. No trucks, trailers, equipment or machinery can remain outside the dwelling on any lot or parked on any street in said subdivision overnight without permission of the Architectural Control Committee. The work of construction of any building or structure shall be pursued diligently and continuously from the time of commencement until the exterior construction is substantially completed and no such building or structure shall be occupied during the course of original exterior construction.

(d) Maintenance and Use:

Immediately after the erection of a dwelling, and as soon as the season permits, the area in which there is newly moved earth must be seeded or sodded, and suitably landscaped. A continuously neat appearance of the ground must be maintained, including that portion of the street right-of-way adjacent to the premises.

There may not be any major earth moving after completion of the construction of the dwelling without written permission of the Architectural Control Committee, including earth moving for construction of "in ground" swimming pools.

All lots must be used only for residential purposes. No commercial or business activity involving non-family employees will be allowed, and no signs of a commercial nature are allowed other than those used in the sale of property.

All lots in the subdivision must be sold in their entirety. However, a piece or part of a lot (Le., any portion of a lot less than the entire lot) may be sold, but only to adjoining lot owners, in which case said pieces or parts become integral parts of those lots and subject to the same restrictive covenants herein stated.

Section 2. Owners Easement and Enjoyment of Commons

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting right and right to use of the Commons by É an owner for any period during which any lien or assessment fee against his lot remains unpaid; or for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.
- (d) Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, tenants, or contract purchasers who reside on the property.
- (e) Regulations for Use. The Association shall have the right to establish rules and regulations for use of the Common Area.

ARTICLE III

GINGER CREEK HOMEOWNERS' ASSOCIATION

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Ginger Creek Homeowners' Association shall be organized as a not-for-profit corporation according to the laws of the State of Illinois. The Association shall have at least one (1) meeting per year, shall organize itself to include officers, and directors, shall formulate its own by-laws, and shall have at least one committee (Architectural Control) as provided for in Article V.

Section 3. Members of the Association shall be all Owners who 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.

Section 4. If, according to Article II of this Declaration, platted lots have been or are combined into a new configuration of homesites, the number of actual homesites that survive, rather than the number of original lots, shall be used for determining Association membership and for pro-rating voting and financial responsibility.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Ginger Creek Homeowners' Association upon demand: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person (or persons) who was (were) the owner(s) of such property at the time such assessment falls due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Liens provided for in this article shall attach only upon the recording of a sworn statement thereof in the Records of Madison County, Illinois but said lien for any calendar year shall expire if said sworn statement is not recorded prior to April 1st of the following year, whereas if so recorded said lien shall endure until paid and released from said Records.

Olympic Federal Savings & Loan Association, its successors and assigns, for each lot owned within the Properties hereby covenants to pay to the Association: (1) annual assessments or charges equivalent to 40% of that paid by the Owners and (2) special assessments for capital improvement as assessed each Owner.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of Common Areas and facilities located thereon.

Section 3. Uniform Rate of Assessment. Except as provided in Article IV, Section 1 hereof as to the annual assessment applicable to lots owned by Olympic Federal Savings & Loan Association, both the annual and special assessments must be based at the uniform rate for all lots.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Architectural Control Committee shall be composed of a minimum of three (3) and maximum of five (5) representatives, appointed by the Officers of the "Association".

Section 2. Approval by Architectural Control Committee: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, according to these covenants and guidelines formulated by the Architectural Control Committee, and until copy of such plans, specifications and plot plan as finally approved is deposited for permanent record with the Architectural Control Committee. If it fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. Any owner, builder, or contractor so submitting plans and/or specifications pursuant to this Section, agrees to pay, and shall be liable for the payment of all legal fees, court costs, and other costs and expenses of enforcement of the covenants, conditions and restrictions of this Declaration in connection with said construction, and shall issue a cashier's check in the amount of \$2,000.00 for deposit with the Architectural Control Committee at the time said plans and/or specifications are so submitted, which may be applied toward the payment of any such fees, costs, and expenses; any portion of said bond not so applied shall be refunded to the depositor after all such construction is completed and approved by the Architectural Control Committee. However, no deposit is required for plans submitted or construction planned for the area mown as The Villas of Ginger Meadows.

Section 3. Right of Inspection and Suits to Enjoin: During any construction or alteration required to be approved by the Architectural Control Committee, the Committee, or its agent, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof. If no suit to enjoin construction, final grading and drainage has been commenced prior to 30 days following completion of construction, compliance shall be conclusively presumed, and the related covenants deemed to have been fully complied with.

Section 4. Waiver of Liability: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the Architectural Control Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the Association, nor the Architectural Control Committee shall be in any way responsible or liable for any loss or damage, for any errors or defects which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the Architectural Control Committee.

Section 5. Constructive Evidence of Action: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the letter of approval signed by the Architectural Control Committee and such letter of approval shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

Section 6. The failure of the Architectural Control Committee to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, conditions, covenant, reservations, lien or charges .

Section 7. The following rules of Architectural Control shall apply to all lots:

GINGER CREEK ARCHITECTURAL CONTROL RULES

The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans it shall have the right to take into consideration the use and suitability of the proposed building or structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property.

The following items must be submitted to the Architectural Control Committee for their review prior to approval. Two sets are required; one will be returned.

- a. Floor plans
- b. Front, side and rear elevations;
- c. Exterior materials and color selections;
- d. Specifications;
- e. Plot plan showing setback lines, side yards, driveways and drainage plans for surface run off;
- f. Additional items may be requested in certain instances;
- g. Dues must be paid and all liens cleared before approval of the plans will be granted.

GENERAL GUIDELINES

1. The minimum building set-back is specified on the plat maps which are recorded at the Madison County Court House. The set-backs cover all areas except GINGER CREEK I and GINGER WOODS ESTATES. In GINGER CREEK I the minimum set-back shall be 40' from the curb on the nearest side of the street; the maximum set-back shall not be more than 55' from the same point For GINGER WOODS ESTATES the minimum set-back shall be 25' from the nearest side of the street; the maximum set-back shall not be more than 40'.
2. Minimum distance between the side property lines and the side of the building foundation shall be 10% of the total width of the lot, measured at the building set-back point. If paving is within 7' of the lot line, a drainage tile must be provided if the return water flow is affected.
3. Driveways must be paved as soon as weather conditions permit.
4. All garages shall be for a maximum of three cars, and a minimum of two, except in GINGER CREEK III, where side entry single car garages will be permitted. No front entry "basement" garages will be permitted. All garages are suggested to be side entry when lot plan permits.
5. Minimum roof pitch shall be 4/12 ... maximum to be 12/12.
6. No A-frame designs, modular homes, "double-wide" mobile homes, nor homes less than 26 feet in width will be permitted. No "front split-foyer" designs or underground homes will be permitted.
7. No unclad aluminum windows will be permitted on front elevations.
8. Vinyl or aluminum siding may be approved, provided that the type and color of the materials are compatible with the exterior design of the homes, Le. if a Colonial elevation calls for white clapboard siding, white vinyl would be approved. The external materials and colors shall be specifically a part of the approval process. For any new construction after January 1, 1990, at least 75% of the exterior of the structure (excluding roofs, windows, and doors, shall be brick or stone.
9. No portions of a foundation may be exposed above grade. The exterior finish must be a continuation of the first level finish.
10. Exterior antennas or satellite dishes will not be permitted.
11. Exterior clotheslines will not be permitted.
12. All homesites shall have a finish grade that will permit the natural flow of surface drainage to continue from one lot to another. Grading shall be tapered at the side lines in such a manner that will permit construction on an adjacent lot without the need for special retaining walls, etc.
13. Lawn installations and landscaping shall proceed as expeditiously as possible as determined by weather. The committee reserves the privilege of disallowing certain kinds of lawn ornaments, especially painted, white or bright colored or metallic lawn ornamentation, which shall be considered under the purveyance of this committee.
14. Gutter downspout run-off shall not be piped into any sanitary sewer lateral or main.
15. Hedges of a height of more than four (4) feet are not permitted.
16. Fencing is not permitted except in special cases where visibility is not a factor, or for privacy.

17. Fences which will be allowed up to 6' if attached to the house and does not extend beyond five feet from a patio or pool. In no case should any approved fencing extend beyond the building line. Chain link fencing is not permitted.
18. No open fires will be permitted on the premises, whether during construction or after.
19. No dumping on open lots of trash or other materials will be permitted or no burying of trash at a construction site or vacant lot.
20. No vehicles may be parked in such a manner as to obstruct the view of the highway.
21. No solar collectors will be allowed.
22. No poultry or livestock or outdoor kennels with more than two dogs are permitted.
23. All property owners shall provide off street parking for the number of automobiles in use by the owner or resident on the property. All property owners or residents owning or possessing trucks of any kind, campers or "recreational vehicles", or boats, trailers or any like vehicle which they desire to park in the subdivision shall provide an enclosed garage for the storage of such vehicles when not in use, unless alternative rules for such storage are provided in the by-laws of the Association.
24. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots shall be cut at least monthly during the growing season. If not accomplished by the lot owner, the Association may accomplish the upkeep, charging the lot owner the costs thereof plus 15% overhead expense.
25. Without affecting or diminishing the right to enforce this Declaration of Covenants and Restrictions with respect to future construction, fences that already exist prior to March 1, 1990, and existing above-grade foundations that are exposed prior to March 1, 1990, will be permitted to remain in their present condition and not be deemed in violation of these GENERAL GUIDLINES.
26. Exterior satellite dishes will not be allowed with diameter greater than 20 inches. The location of any satellite dishes must be approved, before installation, by the ARCHITECTURAL CONTROL COMMITTEE.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said covenants in whole or in part. This Declaration may be amended during the first twenty (20) year period and thereafter, by an instrument signed by not less than all of the owners of fifty-one percent (51 %) of the lots. "Owner", as used in this section, shall mean and refer to the record owner, whether one or more persons or entities, as defined previously in Article I, Section 2.

ARTICLE VII

EXCEPTIONS TO AMENDMENTS

Section 1. GINGER CREEK I. These amendments to the Declaration of Covenants and Restrictions regarding deletion of prior covenants shall not apply to ARTICLE II, Sections l(e) "Conservation Easements" and (f) "Access Easements", recorded in Book 3011 at Page 14 of the Madison County Records, unless these amendments are signed by all (100%) of the owners of Lots 1 through 66 in GINGER CREEK 1.

These "Conservation Easements" and "Access Easements" presently read as follows:

"(e) Conservation Easements: Most of the lots as platted within the boundaries of the properties have "Conservation Easements" as delineated on the plat, which are subject to the following conditions:

- 1. The lot owner shall have unlimited access to his own lot's conservation easement which shall include the right to clear a limited area for picnicking, subject however to the regulations of the Architectural Control Committee.*
- 2. Each member of the Association shall have unlimited pedestrian and equine access to all conservation easements during daylight hours only.*
- 3. Any living tree with a diameter of 2" or more is protected from destruction except upon the express written consent and approval of the Architectural Control Committee.*

(f) Access Easements: Certain of the lots as platted within the boundaries of the properties have access and utility easements as shown. "Access" means by foot or horseback, or by vehicular traffic as necessary but only when weather conditions permit.

Section 2. GINGER CREEK ESTATES. These amendments to the Declaration of Covenants and Restrictions, regarding deletion of prior covenants, shall in no way affect: or be construed to affect, any ownership or other rights of the owners of Lots 67 through 80 inclusive in GINGER CREEK ESTATES to the areas described as "Commons, (Private Streets)," in ARTICLE I, Section 4 of the covenants recorded in Book 3099 at Page 1578 of the Madison County Records, as more fully appear in Plat Volume P.C. 47 at Page 247 of the Records of Madison County, Illinois.

Section 3. GINGER CREEK WOODS. These amendments to the Declaration of Covenants and Restrictions, regarding deletion of prior covenants, shall in no way affect, or be construed to affect, any ownership or other rights of the owners of Lots 158 through 165 inclusive, in GINGER CREEK WOODS to the areas described as "PRIVATE STREET COMMONS" in ARTICLE I, Section 4 of the covenants recorded in Book 3163 at Page 2035 of the Madison County Records, as more fully appear in Plat Volume P .C. 51 at Page 22 of the Records of Madison County, Illinois.