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STATE OF ILLINOIS

MADISON COUNTY

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LINDA A. ANDREAS

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**HIDDEN HILLS SUBDIVISION  
 OWNER'S CERTIFICATE AND RESTRICTIVE COVENANTS**

STATE OF ILLINOIS                   )  
   ) SS.  
 COUNTY OF MADISON               )

**OWNER'S CERTIFICATE**

**GC Developers, LLC**, an Illinois limited liability company, being the owner (hereinafter the "**Owner**") of the following described real estate:

**SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND HEREBY  
 INCORPORATED BY REFERENCE AS THOUGH FULLY STATED  
 HEREIN (hereinafter the "Real Estate");**

has caused the same to be surveyed by Edgar M. Barnel, Illinois Professional Land Surveyor No. 2750, and has subdivided the Real Estate into lots, with streets, utility easements, landscaping easements, sign easements, and drainage easements as indicated on the annexed plat (herein the "**Plat**") bearing the Certificate of Edgar M. Barnel dated 12/10/2024, said subdivision to be known as **HIDDEN HILLS SUBDIVISION** and to be part of a larger development comprised of other subdivisions platted under the name of **HIDDEN HILLS** by Owner or its successors and assigns (the Hidden Hills Subdivision and the above described other subdivisions, if platted, herein collectively known as "the entire **HIDDEN HILLS**"), situated in Madison County, Illinois.

Owner hereby grants and dedicates for the use of the public as streets, lanes, driveways, and courts all of the streets, lanes, driveways, and courts shown on the Plat, and each of said streets, lanes, driveways, and courts shall be hereafter known by the respective names designated thereon, reserving, however, unto Owner, its successors and assigns, permanent easements across or under all streets, lanes, driveways, and courts shown on the Plat for the installation of utilities, including, but not limited to, storm drains, sanitary sewers, tile, water lines, water and gas mains, cable, television, electric, internet and telephone lines.

Owner hereby dedicates perpetually the drainage easements and utility easements as shown on the Plat to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, internet, electricity, cable television, fiber, or any other similar use that the public entity in whose jurisdiction the easement lies deems a utility. All such utility improvements shall be located underground.

An owner of the drainage and utility easement rights hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the entity to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever, except as noted herein. No person shall obstruct said drainage or utility easement unless the entity with authority to do so authorizes said obstruction in writing, except that the Owner, its successors and assigns, and the owners of the lots shall be allowed to pave over any such drainage or utility easements however, the lot owner shall bear the cost of repair or replacement of any such pavement damaged or destroyed as a result of use or maintenance of the easement for utility purposes. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the drainage or utility easement. Post office boxes or other small structures required by law to be placed within the easement shall not be considered obstructions; however, the lot owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. No drainage ditch or swales shall be filled in with dirt and no lot owner shall install a culvert or multiple culverts with the intention of covering the culvert with dirt without the written consent of the Hidden Hills of Glen Carbon Homeowners Association (as defined in Section 36 herein and hereinafter referred to as the “**Association**”). Doing so without consent will also be considered an unauthorized obstruction. The cost of removing unauthorized obstructions shall be borne by the lot owner on which said obstruction is located.

Owner hereby grants to the Association easements in, on, about, over and through the drainage easements as shown on the Plat. Said easements shall be for drainage and for maintenance of the easement premises.

An owner of drainage easement rights hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct said easement in order to provide for the natural and unobstructed drainage of water. No person shall obstruct said drainage easements unless the owner of such easement rights authorizes said obstruction in writing. No vegetation other than grass shall be permitted within such drainage easements without the consent of the owner of said easement rights. The cost of removing unauthorized obstructions shall be borne by the lot owner on which said obstruction is located.

Owner does hereby grant and convey to the Association a perpetual non-exclusive sewer easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, abandon, replace, and remove underground lines, pipes, drains, manholes, laterals for sewer purposes and above and below ground appurtenances thereto over, in, under, through and across the drainage and utility easements depicted on the Plat as being for the benefit of the Hidden Hills Subdivision.

The Association, as the owner of the sewer easement rights hereunder shall have the right to assign said easements or authorize persons to construct, occupy, maintain, use, repair, and reconstruct sewer lines, pipes, drains, laterals and manholes within said easement and to maintain or authorize the maintenance of said easement free from buildings, fences, structures, and obstructions of any kind whatsoever, except as noted herein. No person shall obstruct said sewer easement unless the entity with authority to do so authorizes said obstruction in writing, except that the Owner, its successors and assigns, and the owners of the lots shall be allowed to pave over any such sewer easements. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement. Post office boxes or other small structures required by law to be placed within the easement shall not be considered obstructions; however, the lot owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for sewer purposes. The cost of removing unauthorized obstructions shall be borne by the owner of the lot on which said obstruction is located.

Owner hereby grants and conveys to the Association easements in, on, about, over and through the drainage and utility easements as shown on the Plat. Said easements shall be utilized, in the sole discretion of the Association, for the provision of internet, telephone, television, or any other telecommunication, fiber optic, or other service which may now, or at any point in the future, be related to the provision thereof and are for the benefit of the residents of Hidden Hills Subdivision as determined by the Association.

Owner hereby grants and conveys to the Association easements in, on, about, over and through the landscaping easements as shown on the Plat. Said easements shall be utilized, in the sole discretion of the Association, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, mowing, irrigation, sprinkling, tree and shrub placement, trimming, pruning, removing, and replanting, walkway improvement, seasonal planting, and such other landscaping activities within the lot as the Association shall determine from time to time.

The Association as the owner of the easements hereunder shall have the right to assign said easements or to authorize persons to construct, occupy, maintain, use, repair, and reconstruct said easements in order to provide for intent of the easement. No person shall obstruct said easements unless the Association authorizes said obstruction in writing. The cost of removing unauthorized obstructions shall be borne by the lot owner on which said obstruction is located.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility, drainage, or landscaping improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as cost of collection of same, including reasonable attorney fees.

The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners against any and all claims, suits, or

damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors, and assigns.

The owners of easement rights granted hereunder will not cause or permit the escape, disposal, or release on the subject real estate of Hazardous Substances, nor will such owners do or allow anyone else to do anything that is in violation of any Environmental Law. When used herein, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. When used herein, "Environmental Laws" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines. The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easements by the owners of such easement rights shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said Platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

### **DEFINITIONS**

For the purpose of this Owner's Certificate and Restrictive Covenants (hereinafter referred to as these "**Restrictions**"), certain words and terms are hereby defined.

**Structure**: Any building, Dwelling, pool, pool house, Accessory Building, or any other thing on the real estate (including, but not limited to, antenna systems).

**Developer**: The Developer is GC Developers, LLC, having its principal office at 1300 N. Keller Dr., Suite 3, Effingham, Illinois.

**Accessory Building**: Separate building located on the same Building Site, and which are incidental to the main building or to the main use of the premises. All Accessory Buildings shall

have a foundation and shall not be portable.

**Building Site:** A portion of Hidden Hills Subdivision consisting of at least one (1) entire lot as platted.

**Dwelling:** A separate and detached main building designed and constructed for the residential use of one and only one household.

**Above Ground Level Floor Area:** That portion of a Dwelling which is built over a basement or foundation, and which is above grade, exclusive of attics, garages, and open or screened in porches.

**Common Areas:** The areas designated on the plat, if any, which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in Hidden Hills Subdivision and in the entire HIDDEN HILLS, presently platted or to be platted as part of a larger development at a later date. Common Areas are to be conveyed by the Owner, its successors, and assigns, to and owned by the Association. For purposes of these Restrictions, the term Common Areas and Common Tracts, as described in the Plat, shall be synonymous.

**Material Change:** A change in color, material type, style, and/or facade that changes the appearance or functionality of a Structure.

#### **AREA OF APPLICATION**

The covenants below, in their entirety, except as noted, shall apply to Lots 1 through 13, 25, 26, 38 through 51, and 59 through 103 of Hidden Hills Subdivision, Madison County, Illinois. Similar, if not identical, covenants may be included with each subsequent platting of those areas designated as "Future Phases" on the Plat and to be included within the entire HIDDEN HILLS, or subsequent platting may incorporate these covenants by reference.

#### **RESTRICTIVE COVENANTS**

1. **Incorporation of Plat:** All notes and restrictions indicated on the Plat are incorporated herein by reference.

2. **Allowable Structures:** For Lots 1 through 13, 25, 26, 38 through 51, and 59 through 103, no Structure shall be erected, altered, placed or permitted to remain on any Building Site other than one Dwelling, including an attached private garage for not less than two (2) cars per Dwelling, with a minimum width of twenty (20) feet, one (1) Accessory Building incidental to residential use of the premises and pool and pool house, provided each such structure meets the setback line requirements herein. No such Accessory Building and/or pool house, in the aggregate, shall be permitted which shall have more than One Thousand Two Hundred (1,200) square feet of floor area. Notwithstanding, such Accessory Buildings and/or pool house shall be constructed of new materials and their exterior construction shall conform aesthetically with the exterior construction of the Dwelling. No antenna may be placed on a lot which exceeds a height five (5) feet above the Dwelling located on said lot. Satellite dishes shall be permitted but must be three

(3) feet in diameter or smaller and shall not be placed in front yards without approval from the Architectural Control Committee. Portable sheds and above-ground pools shall not be considered allowable Structures and shall not be allowed.

**3. Architectural Control Committee:**

**A. Committee Membership:** The Architectural Control Committee (the “Committee”) shall have the authority to approve or reject the placement of any Structure, fence, landscape, alteration or renovation on a Building Site, shall be composed of three (3) persons and shall be initially comprised of the following individuals:

<u>Name</u>	<u>E-Mail Address</u>
Kathy J. Malawy	kathymalawy@gmail.com
Randy E. Malawy	randymalawy@gmail.com
Todd A. Kabbes	toddakabbes@outlook.com

Mail correspondence to any Committee member at: P.O. Box 546, Effingham, Illinois 62401.

A majority of the Committee may designate a representative to act for it. In the event of the death, resignation, or inability to act of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of seventy-five percent (75%) of the lots in the entire HIDDEN HILLS shall have the power by a duly recorded instrument to change the membership of the Committee or to change or amend any of its powers and duties. Commencing with the sale of the last of the lots by the Owner, the Association shall elect the members of the Committee at the Association’s next annual meeting. At such meeting, three (3) new members of the Committee shall be elected for terms to be determined by the Association.

**B. Powers:** It is the purpose of the Committee to promote the residential development of Hidden Hills Subdivision and the entire HIDDEN HILLS in a manner likely to enhance property values of Hidden Hills Subdivision and the value of the entire HIDDEN HILLS; therefore, the Committee shall have the right and power to reject or approve any plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

Subject to applicable ordinances, the Committee shall have the following powers and authority:

- i. Power to increase or reduce side, front and rear yard requirements, and Building Setbacks as hereinafter set forth;
- ii. Power to approve variances from these Restrictions regarding

allowable Structures, pools, pool houses and fencing;

iii. Power to approve the replatting of lots, which replatting shall not be authorized without the consent of the Committee.

The members of the Committee shall not be held personally liable for any judgment made by such committee.

C. **Procedures:**

i. **Building Plans, etc.:** No temporary or permanent building, pool, pool house, planting, Dwelling, fence, signage, or other structure (including, but not limited to, antenna or satellite systems) or excavation shall be erected, constructed, altered or maintained upon, under or above any part of Hidden Hills Subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, roof pitch, signage, and color scheme thereof, and building elevations, and a plot plan showing lot lines, required yards, ingress and egress, boundaries of the Building Site, distance from the boundaries of the Building Site to the buildings, and the grading plan of the Building Site shall have been submitted to and approved by the Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Committee. In addition to the foregoing, landscaping plans shall be submitted to the Committee within ninety (90) days of commencement of the construction on the Dwelling and all landscaping shall be completed upon occupancy of the Dwelling, with reasonable extensions granted due to weather conditions. The front yard shall be sodded and shall include landscaping other than grass adjacent to the Dwelling. Both side yards shall be sodded to the back corner of the Dwelling. The back yard may be seeded and strawed. Lot owners shall also install a minimum of two (2) trees that meet the criteria established by the Village of Glen Carbon. In the event sod and/or trees are not installed as required above, Developer may elect to do so and shall be promptly reimbursed by lot owner for actual cost plus a ten percent (10%) administrative charge. Developer may further place a lien against the lot to ensure payment.

ii. **Approval by Architectural Control Committee:** The Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. If a majority of the Committee cannot reach a consensus regarding the approval of any plans submitted to the Committee said plans shall be deemed rejected and a representative of the Committee shall notify the party submitting the plans of said rejection.

iii. **Right of Inspection:** During any construction or alteration required to be approved by the Committee, any member of the Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any Building Site embraced within Hidden Hills 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.

**iv. Waiver of Liability:**

**a.** The approval by the 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 said 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.

**b.** Neither the Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for any error or defect 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 Committee or any member thereof, or the present owner of said real estate.

**v. Constructive Evidence of Action by Architectural Control**

**Committee:** Any title company or person certifying, guaranteeing, or insuring title to any Building Site, lot or parcel in Hidden Hills Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

**vi. Enforceability:** The Committee has standing to enforce these Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Committee also has the right to assess fines for non-compliance with these Restrictions. Fines shall be assessed at a minimum of One Hundred and 00/100 Dollars (\$100.00) per day, per violation and maximum of One Thousand and 00/100 Dollars (\$1,000.00) per day, per violation. The amount of the fine assessment shall be in the sole discretion of the Committee. If Committee fails to assess fines for past violations or does not enforce these Restrictions against any person or persons, the failure to assess or seek enforcement shall not be considered a waiver of the Committee's right to assess fines or seek enforcement in the future. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs including but not limited to court fees and attorney fees.

**4. Use of the Property, Minimum Dwelling, and Quality and Size:** Lots shall be used only for single-family residential purposes. For purposes of these Restrictions, a "single-family residence" shall be defined as a free-standing residential building, designed to be used as a single-dwelling unit, with no shared walls, and occupied by the owner's immediate family, being parents, spouse, children, and grandchildren. Further, no lot may have exterior clothes lines thereon. Further, any and all personal property, including but not limited to grills, coolers, storage containers, and the like, shall be stored inside or, stored out of street view, when not in use. The purpose of the preceding sentence is to prohibit the accumulation of items of personal property in the yard or driveway which would negatively impact the aesthetics of the lot and Hidden Hills



Subdivision. No Dwelling shall be permitted on any Building Site unless it includes an attached garage for a minimum of two (2) automobiles with a minimum width of twenty (20') feet. Except as set forth below, no one (1) story Dwelling shall have an Above Ground Level Floor Area of less than eighteen hundred (1,800) square feet, no one and one-half (1 ½) or two (2) story Dwelling shall have an Above Ground Level Floor Area of less than twenty-five hundred (2,500) square feet, and no "tri-level" Dwelling or "bi-level" Dwelling shall be allowed. For Lots 68 through 88, no one (1) story Dwelling shall have an Above Ground Level Floor Area of less than two thousand (2,000) square feet, no one and one-half (1 ½) or two (2) story Dwelling shall have an Above Ground Level Floor Area of less than twenty-six hundred (2,600) square feet.

5. **Building Setbacks:** No Structure shall be located on any lot nearer than thirty-five (35) feet to a street right-of-way. No Structure shall be located on any lot nearer than ten (10) feet to the side lot line or nearer than twenty-five (25) feet to the rear lot line. Where more than one (1) lot is acquired as a single Building Site, the side lot lines shall refer only to the lot lines bordering the adjoining lot owners. Driveways must be located a minimum of five (5) feet from the nearest side lot line. For any lot which would be considered a corner lot (a lot with two (2) adjacent street right-of-way sides), the setback shall be no less than thirty-five (35) feet on the side the garage is located and twenty-five (25) feet on the secondary street right-of-way side.

6. **Permissible Building-Order of Construction:** All buildings, Dwellings, Accessory Buildings, pool, or pool house erected on any Building Site shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises, but any prefabricated wall panels constructed of framing materials only may be assembled on said premises. No barn style metal roofs shall be permissible on any buildings. No mobile, modular or sectional structure shall be placed upon any lot at any time, either temporarily or permanently. Accessory Buildings shall not be erected, constructed, or maintained prior to the erection or construction of the Dwelling.

7. **Non-Occupancy and Diligence during Construction:** The work of construction of any building or Structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or Structure shall be occupied during the course of original exterior construction or until made to comply with these Restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No construction shall be suspended for more than twenty (20) working days, unless caused by labor disputes or weather conditions.

8. **Construction:** Prior to construction, it will be the responsibility of the lot owner to locate the existing survey pins and mark for identification purposes all of the lot lines. Any removal or damage to the existing pins will be replaced at the lot owner's expense by Thouvenot, Wade & Moerchen, Inc., or its successor entity. During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Insurance shall be kept in force for liability purposes during all times of construction. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise, or fumes. Any damage to drainage areas, private lots, easement areas, or streets wherever located,

caused by construction traffic shall be promptly repaired by the lot owner so as to place damaged area in the condition which existed immediately prior to the construction period which shall include reseeding and removal of excess dirt, fill and mud from the roadway which results from the construction activities of the lot owner. All construction activities shall remain within the lot lines and contractors shall keep all ditches and waterways free of dirt and construction debris. Lot owner shall be responsible for repairing, regrading and reseeding any areas within the easement areas which shall be disturbed when connecting to utilities whether the areas of disturbance are within the owner's lot or an adjacent lot. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Committee to a preliminary restraining order and an injunction restraining the lot owner from continuing construction until the disruptions are remedied by the lot owner and such contractors and subcontractors. In addition to the foregoing, when a building permit is issued by the Village of Glen Carbon for a lot, all applicable and then current fees shall be due and paid by the lot owner. These fees include but are not limited to, building permit fees, water and sewer tap on fees, road improvement fees, and any other assessed fees as established by the separate development agreement and/or the Village of Glen Carbon, as they currently exist or exist in the future.

9. **Storage:** No building material of any kind or character shall be placed or stored upon a Building Site until the owner is ready to commence improvements in compliance with plans as approved by the Committee and then such materials shall be placed within the Building Site upon which improvements are to be erected. During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises weekly or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place upon the lot except in compliance with the applicable County and State regulations. The intent of this covenant is to maintain and preserve a clean and neat appearance in Hidden Hills Subdivision at all times. In the event the lot owner fails to comply with the provisions of this Section 9, the Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within ten (10) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the costs thereof. The Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Association pursuant thereto.

10. **Street Sight Line Obstruction:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point fifteen (15) feet on the street property line outward from the edge of the

driveway and a point on the edge of the driveway ten (10) feet from the street property line.

**11. Temporary Structures:** No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding located on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**12. Signs:** No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than three (3) square feet advertising the property for sale or rent. Notwithstanding the foregoing, any sign located within a Common Area and under the control of the Association shall be governed by the provisions of Section 27.

**13. Oil and Mining Operations; Underground Pipeline Easement:** No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No person, firm or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto. For those lots affected by any underground pipeline easement as depicted on the Plat or otherwise, no Dwelling, Accessory Building, trees, fences, pavement, structure, etc. shall be allowed within the easement area and no regrading shall be allowed in the easement area.

**14. Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two of any of the following types of animals may be kept, provided that they are not kept, bred, or maintained for any commercial purpose: dogs, cats, or other common household pets. Any domesticated pet shall be leashed when outside of the owner's lot or in any common or public areas within premises or the entire HIDDEN HILLS. For clarity purposes if an owner owns more than one lot, the owner is limited to two household pets, not two household pets per lot owned.

**15. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and screened from visibility. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this Section 15, the Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within ten (10) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Association pursuant thereto.

**16. Sidewalks:** Each lot owner shall construct or have constructed a sidewalk which meets the Village of Glen Carbon's specifications on the dedicated street rights-of-ways adjoining their lot, unless prohibited by the Village of Glen Carbon. Sidewalks shall parallel the street, and

extend from lot line to lot line, including all street sides of corner lots. Sidewalks shall be constructed at such time as the first improvements are made to each lot. However, if the Village of Glen Carbon requires the sidewalks to be completed prior to the construction of any Structure then the sidewalk shall be constructed by the lot owner prior to improvements being made. Sidewalks shall also be required on any adjacent lots owned by the same party and intended to be maintained as a grassed lot even if the lot owner intends to leave said lot vacant. Notwithstanding anything contained herein to the contrary, lot owners shall be required to construct a sidewalk within two (2) years of closing on any lot, unless sooner as required herein unless prohibited by the Village of Glen Carbon. In the event sidewalks are not installed and the Village of Glen Carbon requires the Owner or the Association to so install, the Owner or the Association, as the case may be, shall have the right to place a lien on the subject lot for the cost of the materials, installation and legal fees incurred, plus a ten percent (10%) administrative fee.

**17. Off-Street Parking:** All lot owners shall provide and use at all times off-street parking for the number of automobiles and pick-up trucks in use by the owner or resident on the property. No vehicle of any type should be parked in the yard. All lot owners or residents in Hidden Hills Subdivision owning or possessing boats, recreational vehicles and/or trucks, other than pick-up trucks, any and all vehicles with advertising, pickup or other trucks with racks or racking for storage, commercial vehicles, trailers, tractors, lawnmowers, lawn care equipment, wagons, campers, motorhomes, snowmobiles, motorcycles, 4-wheelers, UTVs. ATVs, golf carts, side-by-sides and all other recreational vehicles, which they desire to park in Hidden Hills Subdivision shall provide and use an enclosed garage when not in use. No semi-trucks and trailers, tandems, box vans, or other large commercial type vehicles shall be parked or stored on any lot of Hidden Hills Subdivision other than for activities related to construction, maintenance, or similar activity.

Overnight guests should not park in the street. The Association shall have the right to assess a fine for the parking of the overnight guest to the lot owner at the Association's discretion. The Association shall have the right to file and enforce a lien against said lot for the amount of said fees and fines as well as administrative and reasonable attorney fees incurred by the Association pursuant thereto.

**18. Driveways:** Driveways to the paved street shall be constructed of concrete unless otherwise approved by the Committee.

**19. Fencing:** No fence or wall may be erected, altered, placed, or permitted to remain on any lot without the approval of the Committee and the Village of Glen Carbon, as applicable. All fence, fencing, and wall proposals must be submitted to and approved by the Committee and the Village of Glen Carbon, as applicable. Approval of fences or walls shall take into consideration as to whether or not the fence or wall blocks the view of the adjacent and neighboring lot owners. Fencing will be required to be wrought iron, aluminum, or vinyl and not to exceed six (6) feet in height.

No fence shall be placed in the front yard of any lot, fences on side yards shall not start before the back corner of the Dwelling, and no fence shall be placed within five (5) feet of any side lot line unless the adjacent lot owners, at that time of installation, consent in writing to a waiver of the five (5) feet set back of the fence. Even if the adjacent lot owners waive the five (5)

feet set back on the side property lines, the Committee shall still need to approve the placement of the fence. Fences shall not be constructed on a designated easement or other public area without prior approval by the Committee.

Once built, any fence, fencing, or wall must be continually maintained to present an attractive appearance, or after sixty (60) days' notice to the lot owner, such fence, fencing, or wall may be removed by the Association and the cost thereof, plus a ten percent (10%) administrative fee, shall be invoiced to the lot owner. If such invoice remains unpaid for more than thirty (30) days, the Association shall have the right to place a lien on the subject lot for all the cost of the invoice and legal fees incurred.

**20. Private Mailboxes:** Common mailboxes will be installed by the Developer as required by the Village of Glen Carbon and/or the local Postmaster. Upon occupancy, the lot owner shall pay a \$150.00 fee to the Developer and be provided with a key. If, however, the requirements of the Village of Glen Carbon or the Postmaster change, then concurrently with the occupancy of a Dwelling upon each lot, the lot owner shall provide a mailbox adjacent to the street right-of-way. Said mailbox and the installation thereof shall comply with all United States Postal Service Rules and Regulations. The Committee and/or the Association may establish criteria regarding the make and model of private mailboxes.

**21. Nuisances:** No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Lot owners shall not use or allow the use and operation of motorcycles, dirt bikes, 4-wheelers, side-by-sides, or similar recreational vehicles, except in the situation of an electric golf cart, which may be used in the normal course of entering and exiting a lot, provide the owner thereof complies with all applicable federal, state, or local rules and regulations associated with the use thereof.

**22. Maintenance of Landscaping/Lawns:** Each lot owner shall be responsible for maintaining all landscaping and lawns on the lot including any areas located within adjacent easement areas or dedicated rights-of-way, if any, located upon their respective lot. Lots shall be maintained by the lot owner at all times free of weeds, high grass, and debris, and all landscaping shall be properly maintained. In the event the owner of any lot fails to maintain said landscaping, the Association may maintain said landscaping and charge said owner as additional association fees the cost of said maintenance, and the Association shall have the right to place a lien against the lot, and to recover costs and administrative and reasonable attorney fees for the filing and enforcement thereof. The Association shall have the right to grant temporary or permanent exceptions to the maintenance requirement at its reasonable discretion for lots which are vacate and not adjacent to or in proximity to a different lot that contains a residence or adjacent to "natural areas" which include but are not limited to hillsides, creeks, wooded and bottom area, and for those lots within the Hidden Hills Subdivision owned by the Owner.

**23. Hazardous Waste and Underground Pipeline Easements:** No lot owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply

to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the residence.

Lot owners shall promptly give the Association written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving their lot and any Hazardous Substance or Environmental Law of which lot owners have actual knowledge. If the lot owners learn or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the lot owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

For any lot effected by an underground pipeline easement as depicted on the Plat, no trees, fences, Structures, pavement, etc., shall be allowed within the depicted easement area and no regrading in the depicted easement area shall be allowed.

**24. Material Changes to Structures:** If any Material Change is being made to any Structure (such as roof, changes in façade, addition of Accessory Building, pool, pool house, fencing or solar panels), approval of the Committee is required in the same manner set forth above in Section 3.

**25. Drainage:** No lot owner shall fill or grade drainage swales so as to negatively impact drainage flow in Hidden Hills Subdivision. No lot owner shall have the right to install any culverts on a lot, without the prior written approval of the Committee and the Village of Glen Carbon, if applicable. Lot owners shall not allow drainage discharge within ten (10) feet of a lot line unless said discharge is discharged in a street, storm drain, detention area, or other area approved by the Committee. Breach of this covenant shall entitle the Association to cause such affected area to be regraded and charge the lot owner for the costs thereof, plus a ten percent (10%) administrative fee. If such invoice remains unpaid for more than thirty (30) days, the Association shall have the right to place a lien on the subject lot for all the cost of the invoice and legal fees incurred.

**26. Easements:** Easements for the installation, operation and maintenance of underground utilities, drainage facilities, drainage easements, detention ponds, bike paths, landscaping easements and appurtenances are reserved as noted on the Plat. No Structures, walls, fences, plantings, or any materials shall be erected, placed, planted, or allowed to remain within the platted easements or public ways which would damage or interfere with the construction, operation, maintenance, or use of said easements for the purposes for which they were granted or reserved. All connections to utility services shall be made underground, excepting therefrom transformer installations and service pedestals.

**27. Management and Control of Common Areas:** The management and control of the Common Areas within the entire HIDDEN HILLS shall be exclusively exercised by the Association. The use of such Common Areas shall be subject to any and all rules and regulations created by the Association for the orderly use and enjoyment of the Common Areas. Furthermore, the Association shall be responsible for the maintenance of the Common Areas and of the improvements located within the Common Areas.

28. **Firearms, Archery and Ranges:** No lot owner shall be permitted to or allow the discharge of firearms or archery equipment of any nature. No shooting range, firing range or target practice shall be permitted within Hidden Hills Subdivision.

29. **Basketball Poles and Playground and Exercise Equipment:** Basketball poles will be allowed on a lot provided they are freestanding of any Structures and are built and are permanently placed in concrete or other similar substance. Moveable basketball poles shall not be permitted on a lot. No playground or exercise equipment may be placed in the front or side yards. Any playground or exercise equipment will be permissible only in the rear yard of each lot but shall be placed in compliance with any setback requirements set forth herein. Notwithstanding the foregoing, the Committee and/or the Association shall be entitled to grant variances to the setback requirements based upon the size and type of equipment.

30. **Garden Plots:** Garden plots will be permissible in the rear yard of each lot, not along any street, or at any other location, but shall be located at least twenty (20) feet from any lot line and may not exceed five hundred (500) square feet.

31. **Mechanical Repairs to Vehicles:** Any and all mechanical work, repairs, or vehicle maintenance, except for washing and waxing, will be performed in the garage of each Dwelling. No Lot, street, or driveway, outside the exterior wall of the Dwelling 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.

32. **Operating a Business:** Each lot shall be used for residential purposes and no businesses shall operate from any Structure or on the lot unless specific approval has been given by the Association. A case-by-case approval or denial may be made based on issues such as parking and safety concerns but in no event shall any business have any employees operating from any Structure other than the lot owner. Individuals working from home in a home office (i.e., programmer) that do not have co-owners of the business, employees or customers that come to the lot shall be allowed.

33. **Short-Term Rentals and Leases:** The premises, Structures, any portable structures or vehicles and any lots thereon may not be rented or leased as short-term or nightly rentals. Notwithstanding, rentals or leases of the premises for than three (3) months in length and not more than two (2) times in any consecutive twelve (12) month period shall be permitted.

34. **Solar Energy Systems:** No lot owner shall construct, or allow a third-party to construct, a solar energy system without approval of the Committee. The Committee shall not unreasonably withhold such approval, and the Committee shall approve as solar energy systems those systems in compliance with the requirements of the Homeowners' Energy Policy Statement Act, or successor or similar State of Illinois statutes.

35. **Replating of Existing Lots:** No lot owner(s) shall have the right to replat any existing lots without the written approval of the Committee. No lot owner shall be permitted to sell, gift, or transfer any so subdivided or partial lot of an existing lot without the written approval



of the Committee.

**36. Hidden Hills of Glen Carbon Homeowners Association:**

**A. Formation and Membership:** The Hidden Hills Homeowners Association (the “**Association**”) shall be formed and established at the time of the sale of the first lot in Hidden Hills Subdivision and incorporated as an Illinois not for profit corporation. All lot owners in the entire HIDDEN HILLS, exclusive of the Association itself by reason of its ownership of lots as herein described, agree to accept membership in the Association and to be bound by the rules and regulations of the Association and to maintain membership therein so long as such lot ownership is retained. Membership shall be transferred automatically upon the transfer of each lot.

**B. Purpose:** The primary purpose of the Association will be to provide for the ownership, development, maintenance, upkeep, operation and management of the Common Areas of the entire HIDDEN HILLS.

**C. Duties:** The Association shall have the responsibility for maintaining the Common Areas, any easement areas identified on the Plat, and mailboxes, within the entire HIDDEN HILLS including, but not limited to, the following duties:

- i. Maintenance of the Common Areas, easement areas, and mailboxes, if any;
- ii. Dredging of the detention ponds;
- iii. Remedying any contamination to the Common Areas, if any;
- v. Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, maintenance, dredging, insurance, legal, accounting, engineering, or other consulting services.

**D. Powers and Authority:** The Association’s powers and authority shall include, but not be limited to, the following:

- i. Power to enforce these Restrictions, covenants, and agreements applicable to lots within Hidden Hills Subdivision, as well as the covenants, restrictions and agreements applicable to lots within the entire HIDDEN HILLS, together with power to recover reasonable attorney’s fees in the enforcement of these Restrictions, covenants, and agreements, as well as the covenants, restrictions and agreements applicable to lots within the entire HIDDEN HILLS, together with interest at a rate to be provided in the Association’s Bylaws as may be in effect from time to time;
- ii. Power to make reasonable rules and regulations and enforce same;
- iii. Power to levy dues and/or assessments for maintaining the Common Areas within the entire HIDDEN HILLS, and for such other purposes as the Association may

determine from time to time;

iv. Power to place assessment liens against any lot within the entire HIDDEN HILLS for any unpaid assessments and power to recover reasonable attorney fees and costs to collect the amount of any such liens together with interest at a rate to be provided in the Association's Bylaws as may be in effect from time to time;

v. Power to provide liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for the Common Areas and improvements thereon located in the entire HIDDEN HILLS;

vi. Power to incur and pay all incidental costs such as utilities, insurance, legal, accounting, engineering, or other consulting services;

vii. Power to make agreements with park districts, not for profit corporations, or any other municipal government for the maintenance of any Common Areas and power to convey any of said Common Areas to a municipal government or park district subject to a vote of the majority of the Association, provided said property is within the jurisdictional boundaries of such municipal government or park district;

viii. Power to assess fines and place liens, in an amount determined by the Association, to lot owners for the failure to comply with any Restrictions, covenant, rule, setback and/or other requirement set forth herein. Said fines shall be a minimum of One Hundred and 00/100 Dollars (\$100.00) per day, per violation up to a maximum of One Thousand and 00/100 Dollars (\$1000.00) per day, per violation at the discretion of the Association; and

ix. For purposes of Common Tract 4 only, the power to sell, transfer, convey, or gift said Common Tract 4 as a part of current plan to replat and convey Common Tract 4 to the adjacent landowner for purposes of accessing said adjacent landowner's property. Notwithstanding the foregoing and anything else contained herein to the contrary, the Owner shall also have the right and authority to transfer Common Tract 4 as a part of the current plan to replat and convey prior to transferring Common Tract 4 to the Association.

**E. Assessments:**

i. All lot owners in the entire HIDDEN HILLS, exclusive of the Owner and of the Association, shall be subject to and share in the payment of assessments and/or dues to the Association in such amounts, at such times and for such purposes as determined by the Association in accordance with the Association's Bylaws as may be in effect from time to time, such purposes to include, but not be limited to, the following:

a. to pay the administration expenses of the Association, including but not limited to salaries, contracts, postage, taxes, utilities, insurance, legal, accounting, consulting, and overhead properly authorized by the Association's Board of Directors;

b. to provide for the development, maintenance upkeep and

repair or replacement of a sign, together with surrounding landscaping, located in the Common Areas near the entrance, other areas to Hidden Hills Subdivision displaying the name of Hidden Hills Subdivision, other points of interest, and within any area designated as a landscaping or sign easement area within or about the entire HIDDEN HILLS;

c. to provide for the construction, erection, maintenance, upkeep, and management of signs to be located within Common Areas within the entire HIDDEN HILLS, the purpose of such signs to be for the designation, direction and/or location of points of interest within or about the entire HIDDEN HILLS.

d. to provide for the development, maintenance, upkeep, operation and management of the Common Areas and improvements, including equipment (i.e. benches) located thereon within the entire HIDDEN HILLS;

e. to maintain the drainage and easements located within the entire HIDDEN HILLS and unless specifically designated a responsibility of the lot owners in this Hidden Hills Subdivision, or other subdivisions;

f. to promote the common good and to provide and furnish goods, services, and facilities for the benefit of members of the Association and their guests, said members and guests being the consumers of such goods, services and facilities;

g. to maintain, own, develop, keep up, operate, and manage the detention ponds, located in the entire HIDDEN HILLS;

h. to maintain, own, develop, keep up, operate, and manage the mailboxes, located in the entire HIDDEN HILLS;

i. to provide liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for the Common Areas and improvements thereon located in the entire HIDDEN HILLS;

j. for such other purpose(s) as may be determined by the Association in accordance with the Association's Bylaws as may be in effect from time to time; and

k. to provide adequate reserves to carry out the above purposes.

ii. The assessments described in Section 36 E. i. above shall be made equally on a per lot basis, regardless of the size of the lot or the number of Dwelling units or other Structures on the lot. Notwithstanding the foregoing, any undeveloped lot owned by the Owner (i.e. GC Developers, LLC), shall not be subject to any assessments as set forth in these Restrictions.

iii. **Assessments Shall be Made by the Association.** The Association shall submit to the lot owner an invoice setting forth the amount of any and all assessments determined in the manner provided above. The lot owner shall pay any and all assessments to the

Association within thirty (30) days of the receipt of said invoice. Failure to timely pay the assessment(s) shall entitle the Association to place assessment liens against any lot for any unpaid assessments and charge a late fee for failure to pay the assessments; moreover, the Association shall be entitled to recover reasonable attorney's fees and costs incurred in the filing and enforcement of such liens. For purposes herein, "receipt" shall be defined as three (3) days after placing with the United States Postal Service or upon sending via electronic mail.

**F. Email Address and P.O. Box:** The Association shall establish a publicly listed email address and post office box to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Association shall no longer exist.

**37. Waiver:** The failure of the Committee, any lot owner, the Owner, or the Association to enforce any of these Restrictions, conditions, covenants, reservations, liens or charges to which a lot, 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 restrictions, condition, covenant, reservation, lien, or charge.

**38. Severability:** If it shall at any time be held that any of these Restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, are invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.

**39. Term:** Unless amended as provided in Section 41 these Restrictions are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from, \_\_\_\_\_, 20\_\_\_\_, which is the date of the recording of Hidden Hills Subdivision (reference made to Plat # 67/269, document # 2024R34429 in the Recorder's Office of Madison County, Illinois), after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the entire HIDDEN HILLS has been recorded, agreeing to change said covenants in whole or in part. In addition to the Committee, each lot owner, , Developer, and the Association shall have legal standing to enforce these Restrictions. The prevailing party in any suit for the enforcement of these Restrictions shall be entitled to recover their reasonable costs and attorney fees.

**40. Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

**41. Authority to Amend or Release Covenants:** The then owners of legal title of record of seventy-five percent (75%) of the lots in Hidden Hills Subdivision, shall have the authority at any time to release or amend all or any part of these Restrictions and such release, amendment or waiver shall become effective upon the recording of such release amendment or waiver in the Recorder's Office of Madison County, Illinois.

42. **School District:** To the best of the Owner's knowledge, the subject real estate lies entirely within Edwardsville School District #7.

43. **Applicable Law:** These Restrictions shall be governed by and constructed in accordance with the laws of the State of Illinois and any municipality in which the Real Estate is located. Further, notwithstanding anything contained herein to the contrary, the Owner does not guarantee, warrant, or ensure, to any subsequent lot owner of any lot in Hidden Hills Subdivision, the right or authority to do any actively or build any structure which is not in compliance with any ordinance, rule, law, policy, or procedure enacted by the Village of Glen Carbon, County of Madison, and/or the State of Illinois, as the same exists today or as modified or amended in the future. In the event a provision of these Restrictions conflict with any said ordinance, rule, law, policy, or procedure, the more restrictive provision shall apply.

IN WITNESS WHEREOF, this certificate has been executed as of the 26th day of November, 2024 by the sole Owner of the Real Estate.

OWNER:

GC DEVELOPERS, LLC, an Illinois Limited Liability Company

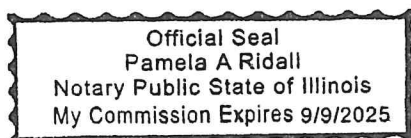
By: Todd A. Kabbes  
Todd A. Kabbes, President of K & K Investment Company,  
the Managing Member of GC Developers, LLC

STATE OF ILLINOIS                     )  
  ): SS  
COUNTY OF MADISON                )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Todd A. Kabbes, personally known to me to be the President of K&K Investment Company, an Illinois corporation, in its capacity as Manager of GC Developers, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Manager, he signed and delivered the said instrument as President and Manager, pursuant to authority, given by the Members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of November, 2024.

Pamela A. Ridall  
Notary Public



**EXHIBIT A**  
**SUBDIVISION LEGAL DESCRIPTION**

Two tracts of land being part of the South Half of Section 27 and the North Half Section 34, Township 4 North, Range 8 West of the Third Principal Meridian, Village of Glen Carbon, County of Madison, State of Illinois and being more particularly described as follows.

Tract 1:

Commencing at a half inch iron rod at the southeast corner of the Southwest Quarter of Section 27; thence South 89 degrees 40 minutes 25 seconds East, on the south line of said Southeast Quarter, 66.01 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 89 degrees 40 minutes 25 seconds East, on said south line of the Southeast Quarter, 283.45 feet to the northeasterly right of way line of Glen Carbon Road; thence on said northeasterly right of way line the following four (4) courses and distances; 1.) southwesterly 29.77 feet on a curve to the left having a radius of 2,467.32 feet, the chord of said curve bears South 27 degrees 22 minutes 34 seconds West, 29.77 feet; 2.) South 62 degrees 58 minutes 10 seconds East, 10.00 feet; 3.) southwesterly 754.73 feet on a curve to the left having a radius of 2,457.32 feet, the chord of said curve bears South 18 degrees 13 minutes 54 seconds West, 751.77 feet; 4.) South 20 degrees 55 minutes 45 seconds West, 129.90 feet to the northerly right of way line of Federal Aid Route 270; thence South 88 degrees 43 minutes 08 seconds West, on said northerly right of way line of Federal Aid Route 270, a distance of 542.74 feet; thence North 00 degrees 16 minutes 48 seconds East, 217.42 feet; thence North 34 degrees 30 minutes 49 seconds East, 288.78 feet; thence North 00 degrees 42 minutes 14 seconds East, 110.08 feet; thence North 66 degrees 39 minutes 43 seconds West, 158.05 feet; thence southwesterly 28.65 feet on a non-tangential curve to the right having a radius of 690.82 feet, the chord of said curve bears South 24 degrees 28 minutes 41 seconds West, 28.65 feet; thence North 55 degrees 29 minutes 11 seconds West, 141.91 feet; thence South 34 degrees 30 minutes 49 seconds West, 95.33 feet; thence North 73 degrees 06 minutes 24 seconds West, 157.57 feet; thence southwesterly 86.58 feet on a curve to the right having a radius of 430.00 feet, the chord of said curve bears South 22 degrees 39 minutes 40 seconds West, 86.43 feet; thence North 61 degrees 34 minutes 15 seconds West, 60.00 feet; thence southwesterly 17.36 feet on a non-tangential curve to the right having a radius of 370.00 feet, the chord of said curve bears South 29 degrees 46 minutes 24 seconds West, 17.36 feet; thence North 69 degrees 25 minutes 22 seconds West, 133.93 feet; thence South 38 degrees 10 minutes 43 seconds West, 225.39 feet; thence South 83 degrees 01 minutes 12 seconds West, 139.05 feet; thence North 57 degrees 25 minutes 15 seconds West, 58.85 feet; thence South 44 degrees 01 minutes 25 seconds West, 218.45 feet; thence North 45 degrees 58 minutes 35 seconds West, 15.56 feet; thence South 44 degrees 01 minutes 25 seconds West, 130.00 feet; thence South 45 degrees 58 minutes 35 seconds East, 285.76 feet to said northerly right of way line of Federal Aid Route 270; thence South 88 degrees 43 minutes 08 seconds West, 219.38 feet to the northeasterly right of way line of the Madison County Transit (former Nickel Plate Railroad) 100 feet wide; thence on said northeasterly and the easterly right of way line the following six (6) courses and distances; 1.) North 23 degrees 02 minutes 30 seconds West, 152.18 feet; 2.) northwesterly 64.92 feet on a curve to the right having a radius of 4,950.03 feet, the chord of said curve bears North 22 degrees 39 minutes 58 seconds West, 64.92 feet; 3.) northerly 856.25

feet on a curve to the right having a radius of 1,817.83 feet, the chord of said curve bears North 08 degrees 47 minutes 47 seconds West, 848.35 feet; 4.) northerly 186.01 feet on a curve to the right having a radius of 4,950.03 feet, the chord of said curve bears North 05 degrees 46 minutes 27 seconds East, 185.99 feet; 5.) North 06 degrees 51 minutes 02 seconds East, 459.08 feet; 6.) northerly 106.67 feet on a curve to the right having a radius of 1,850.01 feet, the chord of said curve bears North 08 degrees 30 minutes 09 seconds East, 106.66 feet to the southerly line of a tract of land described in the Madison County Recorder's Office in Deed Book: 03456, on Page: 1091; thence North 89 degrees 51 minutes 12 seconds East, on said southerly line of a tract of land described in Deed Book: 03459, on Page: 1091, a distance of 621.97 feet to the northwesterly line of the Second Addition to Hickory Hills, reference being had to the plat thereof in the Madison County Recorder's Office in Plat Book 43 on page 72; thence South 40 degrees 11 minutes 08 seconds West, on said northwesterly line of Second Addition to Hickory Hills and the northwesterly line of a tract of land described in the Madison County Recorder's Office in Document Number 2023R26159, a distance of 183.64 feet to the most westerly corner of said tract of land described in Document Number 2023R26159; thence South 48 degrees 20 minutes 04 seconds East, on the southwesterly line of said tract of land described in Document Number 2023R26159, a distance of 145.67 feet to the northwesterly line of Outlot 'C' of said Second Addition to Hickory Hills; thence South 46 degrees 54 minutes 42 seconds West, on said northwesterly line of Outlot 'C', 19.08 feet to the most westerly corner of said Outlot 'C'; thence South 43 degrees 45 minutes 54 seconds East, on the southwesterly line of said Outlot 'C', 50.00 feet to the most southerly corner of said Outlot 'C'; thence South 24 degrees 23 minutes 54 seconds West, 214.03 feet; thence South 21 degrees 10 minutes 24 seconds West, 197.80 feet; thence South 23 degrees 19 minutes 24 seconds East, 144.16 feet; thence South 71 degrees 52 minutes 02 seconds East, 434.08 feet; thence North 09 degrees 28 minutes 49 seconds East, 284.34 feet to a corner of Lot 29 of said Second Addition to Hickory Hills; thence on the southerly and southeasterly lines of said Second Addition to Hickory Hills the following four (4) courses and distances; 1.) South 82 degrees 25 minutes 48 seconds East, 188.39 feet; 2.) South 79 degrees 42 minutes 37 seconds East, 145.47 feet; 3.) South 80 degrees 03 minutes 22 seconds East, 83.34 feet; 4.) North 71 degrees 31 minutes 03 seconds East, 132.59 feet to the southeast corner of Lot 17 of said Second Addition to Hickory Hills; thence North 75 degrees 56 minutes 49 seconds East, 195.29 feet to the southeast corner of Lot 15 of said Second Addition to Hickory Hills; thence North 88 degrees 38 minutes 33 seconds East, the southerly line of Lot 13 of said Second Addition to Hickory Hills, a distance of 66.40 feet to the westerly line of a tract of ground described in the Madison County Recorder's Office in Document Number 2021R24189; thence on said westerly lines of said tract of ground described in Document Number 2021R24189 the following two (2) courses and distances, 1.) South 06 degrees 00 minutes 03 seconds East, 167.05 feet; 2.) South 01 degrees 16 minutes 16 seconds West, 138.06 feet to the Point of Beginning.

Said tract of land contains 43.71 acres, more or less.

#### Tract 2:

Commencing at a half inch iron rod at the southeast corner of the Southwest Quarter of Section 27; thence South 89 degrees 40 minutes 25 seconds East, on the south line of said Southeast Quarter, 349.46 feet to the northeasterly right of way line of Glen Carbon Road; thence on said northeasterly right of way line the following four (4) courses and distances; 1.) southwesterly 29.77



feet on a curve to the left having a radius of 2,467.32 feet, the chord of said curve bears South 27 degrees 22 minutes 34 seconds West, 29.77 feet; 2.) South 62 degrees 58 minutes 10 seconds East, 10.00 feet; 3.) southwesterly 754.73 feet on a curve to the left having a radius of 2,457.32 feet, the chord of said curve bears South 18 degrees 13 minutes 54 seconds West, 751.77 feet; 4.) South 20 degrees 55 minutes 45 seconds West, 129.90 feet to the northerly right of way line of Federal Aid Route 270; thence South 88 degrees 43 minutes 08 seconds West, on said northerly right of way line of Federal Aid Route 270, a distance of 542.74 feet to the Point of Beginning.

From said Point of Beginning; thence continuing on said northerly right of way line the following three (3) courses and distances; 1.) South 88 degrees 43 minutes 08 seconds West, 227.26 feet; 2.) North 77 degrees 14 minutes 41 seconds West, 206.16 feet; 3.) South 88 degrees 43 minutes 08 seconds West, 97.70 feet; thence North 27 degrees 09 minutes 20 seconds East, 160.00 feet; thence South 82 degrees 43 minutes 57 seconds East, 122.39 feet; thence South 63 degrees 31 minutes 14 seconds East, 370.36 feet to the Point of Beginning.

Said tract of land contains 0.89 acres, more or less.

**END OF DOCUMENT**