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2011R15025

STATE OF ILLINOIS
MADISON COUNTY

FILED FOR RECORD IN
THE RECORDERS OFFICE

04/20/2011 11:10AM

MATT RICE, RECORDER

REC FEE: 24.00

RHSPS FEE: 10.00

**AMENDMENT TO
COVENANTS AND
RESTRICTIONS FOR
THE HOMES OF LIBERTY PLACE**

*34,000k
5486*

ORIGINALLY RECORDED

July 30, 2004

As Document No. 2004R45478

**Prepared By:
Ronald D. Lowery
Attorney at Law
514 E. Vandalia Street
Edwardsville, IL 62025**

**Mail To:
Preparer**

This amendment pertains to Section 10.B which currently states:

"All walls, fences and fencing shall be vinyl, PVC, wood, or professionally constructed wrought iron construction, and be compatible with the natural surroundings, subject to the conditions herein set out for materials."

This sentence has been amended to delete wood as an option and to specify the colors for fences. As amended it now reads as follows:

"All walls, fences and fencing shall be vinyl, PVC, or professionally constructed wrought iron construction, shall either be white, black or beige, and be compatible with the natural surroundings, subject to the conditions herein set out for materials."

I, Stephen Gilliland, Secretary of The Homes of Liberty Place Homeowners Association, declare that I have counted the votes after an election held July 2010. With a unanimous vote count of more than 75% of the association votes cast, the attached amendment to The Homes of Liberty Covenants and Restrictions shall be added and recorded with the Madison County Recorder's Office.


Secretary

State of Illinois
County of Madison

Subscribed and sworn to before me this 18th day of April 2011.



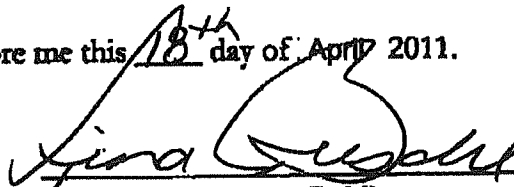

Notary Public

EXHIBIT A

LEGAL DESCRIPTION HOMES OF LIBERTY PLACE, LOTS 1-345

A tract of land being part of the North Half of Section 8 In Township 3 North, Range 7 West of the Third Principal Meridian, County of Madison, State of Illinois and being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence on an assumed bearing of South 89 degrees 54 minutes 10 seconds East, on the north line of said Section 8, a distance of 106.50 feet to the easterly right of way line of the Illinois Terminal Railroad; thence South 01 degrees 08 minutes 19 seconds East, on said easterly right of way line of the Illinois Terminal Railroad, a distance of 33.01 feet to the southerly right of way line of Bouse Road and the Point of Beginning of the tract herein being described:

From said Point of Beginning; thence easterly on the southerly right of way line of Bouse Road the following 2 courses and distances 1) South 89 degrees 54 minutes 10 seconds East, a distance of 2112.99 feet; 2) North 89 degrees 59 minutes 58 seconds East, a distance of 643.57 feet to the westerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3286 on page 776; thence South 00 degrees 57 minutes 18 seconds East, on said westerly line described in Deed Book 3286 on page 776, a distance of 287.00 feet to the southwest corner of said tract of land described in Deed Book 3286 on page 776; thence North 89 degrees 59 minutes 58 seconds East, on the southerly line of a tract of land described in Deed Book 3286 on page 776 and the southerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3008 on page 2147, a distance of 422.00 feet to the southeast corner of said tract of land described in Deed Book 3008 on page 2147; thence South 00 degrees 57 minutes 18 seconds East, parallel with the east line of said Section 8, a distance of 867.42 feet; thence 1845.77 feet on a non-tangential curve to the left having a radius of 1000.00 feet, the chord of said curve bears South 81 degrees 06 minutes 51 seconds West, 1594.89 feet to the northerly right of way line of a 30 foot wide public road; thence South 88 degrees 53 minutes 13 seconds West, on said northerly right of way line of a 30 foot wide public road, a distance of 404.22 feet; thence South 84 degrees 53 minutes 59 seconds West, on the northwesterly right of way line of said 30 foot wide public road, a distance of 1488.48 feet to said easterly right of way line of the Illinois Terminal Railroad; thence North 01 degrees 08 minutes 19 seconds West, said easterly right of way line of the Illinois Terminal Railroad, a distance of 2547.91 feet to the point of beginning.

The tract herein described contains 123.91 acres of land, more or less.

Subject to easements, conditions and restrictions of record.

END OF DOCUMENT

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

07/30/2004 09:40AM

DANIEL R. DONOHOO
RECORDER

DOC FEE: \$24.00
PAGES: 10

COVENANTS AND RESTRICTIONS

FOR "THE HOMES OF LIBERTY PLACE" SUBDIVISION

PC 63 PG 209
KNOW ALL MEN BY THESE PRESENTS,

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

(See Exhibit A for legal description)

Will Call
Paul Gansbauer 24 CC
CH#1532

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

1. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants and
Restrictions are to run with the land and shall be binding on all parties, and all persons claiming
under them, until July 1, 2024 at which time said Covenants and Restrictions shall be
automatically extended for successive periods of 10 years, unless by a vote of all of the Owners
of at least 67 percent of the lots, it is agreed to change said Covenants and Restrictions in whole
or in part. Until the last lot is sold these Covenants and Restrictions may be rescinded or
amended by the undersigned, in whole or in part at anytime by the developer. Each lot shall
have one vote to be cast in the aggregate or in fractions as agreed by and between the owners of
the Lot. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time
prior to July 1, 2024 or thereafter, by approving vote of all of the Owners of at least 67 percent of
the Lots, which shall be effective upon recording of said rescission or amendment, together with
an affidavit certifying said vote by the secretary of the Homeowner's Association herein below
established, in the Recorder's office of Madison County, Illinois. The officers of the developer will
be the Architectural Control Committee for each lot in the subdivision until an occupancy permit
has been issued on such lot, this is not subject to rescission or amendment unless agreed to by
the developer (see item #4). If the parties hereto, or any of them, or their heirs, successors,
personal representatives, or assigns shall violate or attempt to violate any of the Covenants and
Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other

person or person owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage.

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

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

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than thirty (30) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

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

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor or Construction Company
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot;
- F. Landscaping plan;

The Architectural Control Committee shall have absolute discretion in the approval or

disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The officers of the developer or its appointees will serve as the Architectural Control Committee until the developer specifies, or the sale of 60 percent of the lots, whichever comes first. Commencing no later than with the sale of 61 percent of the lots in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot that has had an occupancy permit issued on it. However, the officers of the developer shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these covenants and restrictions on each lot until an occupancy permit has been issued for that lot. At the first such meeting, two members of the Architectural Control Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

6. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted, on any Lot, which has less than 1,400 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half story or two story dwelling shall be permitted, on any Lot which has less than 1,750 square feet of such floor with at least 850 square feet of such space on the first level, (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

<u>Lots</u>	<u>Ranch</u>	<u>2 Story</u>	<u>Minimum 1st Floor Sq. Ft.</u>
1-345	1,400 Sq. Ft.	1,750 Sq. Ft.	850 Sq. Ft.

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

If City of Troy zoning ordinances on fencing around swimming pools is changed and these covenants as they currently exist will not meet the changed zoning requirement then the covenants will automatically be changed to adopt the minimum change required to bring them in compliance with the new zoning ordinance.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall

anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior wall of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, vans, boats, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Control Committee.

No retail business of any kind shall be permitted in the Subdivision, nor any other business except home offices not open to the public which are permitted under the ordinances of the City of Troy.

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

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

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

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

A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete, brick or stone and subject to the City of Troy's

requirements.

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

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

9. **BRICK and EXTERIOR WALL REQUIREMENTS.** The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **Brick, brick veneer, or stone is required on at least 25% of the front exterior wall surface** (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished hardboard type siding, aluminum siding, premium grade vinyl siding, cement board, or a combination thereof approved by the Architectural Control Committee. All exterior portion of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under eave, overhang and porch areas.

10. **FENCE REQUIREMENTS.**

A. All fences, walls, etc. must be in compliance with the then current ordinance for the City of Troy. In the event a fence, wall, etc. is placed on or within an easement the homeowner is responsible for all costs of removal, damage and reinstallation of said fence, wall, etc. In the event of a violation of the provision, the Homeowners Association or the Architectural Control Committee thereof may, upon 3 days' written notice to the Lot Owner of the property on which such obstruction is situated, remove such obstruction and bill all costs therefore to the Lot Owner. If said bill remains unpaid for more than 30 days, a lien may be attached and filed against said Lot in the manner provided for in Section 20 hereof.

However, if a safety or emergency exists such 3 day notice period is waived and the lot owner will be billed for all costs therefore.

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

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

ALL FENCES SHALL BE WHITE UNLESS ARCHITECTURAL CONTROL COMMITTEE PROVIDES WRITTEN VARIANCE, EXCEPT FOR PROFESSIONALLY CONSTRUCTED BLACK WROUGHT IRON FENCE.

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

12. **MAIL BOX AND YARD LIGHT.** All Lot Owners will be required to install **MATCHING MAILBOXES and FRONT YARD LIGHT,** which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the Lot Owner.

13. **LIVESTOCK AND PETS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

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

Each property Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot will always present a neat and attractive appearance. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

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

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

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto adjoining property or public right of way. Neither shall the owner or occupant of any Lot or parcel of land in the Subdivision alter the topography, grade, or elevation of a Lot or parcel of land so as to trap or dam flowing water or alter any area of natural drainage so as to prevent the flow of water across the lot or parcel of land so owned or occupied. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter down spouts run-off

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

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

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

17. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

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

19. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the Subdivision.

20. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of subdivision common areas and common areas used as green space, detention basin, street, and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by these Covenants and Restrictions, or established by the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having one vote to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessments against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Lot or Lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Lot or Lots. The owners of each Lot shall collectively own one share in the Homeowners Association.

Vicksburg Development, Inc. shall be entitled to cast one vote for each lot that it owns in

the subdivision. Vicksburg Development, Inc. will be assessed annually a maximum of \$50.00 per finished unsold lot it owns.

21. **HOMEOWNERS ASSOCIATION.** By January 1, 2006, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of Vicksburg Development, Inc. The homeowners association shall be a not-for-profit corporation. The planned name of the Homeowners Association is The Homes of Liberty Place Homeowners Association, (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, common areas and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2007. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the City of Troy in writing, the City of Troy shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association or both.

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

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

IN WITNESS WHEREOF the undersigned has set its hand and seal this 23RD day of

JUNE, A.D. 2004.

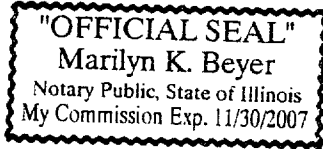
VICKSBURG DEVELOPMENT, INC.

By: *Robert L. Plummer*
Robert L. Plummer,
President/Secretary

**STATE OF ILLINOIS
COUNTY OF MADISON**

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

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



Marilyn K. Beyer
Notary Public

Prepared by and ~~Marilyn K. Beyer~~
Ronald D. Lowery
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025
618-656-5701 Ext. 127

EXHIBIT A

LEGAL DESCRIPTION HOMES OF LIBERTY PLACE, LOTS 1-345

A tract of land being part of the North Half of Section 6 in Township 3 North, Range 7 West of the Third Principal Meridian, County of Madison, State of Illinois and being more particularly described as follows:

Commencing at the Northwest corner of said Section 6; thence on an assumed bearing of South 89 degrees 54 minutes 10 seconds East, on the north line of said Section 6, a distance of 106.50 feet to the easterly right of way line of the Illinois Terminal Railroad; thence South 01 degrees 06 minutes 19 seconds East, on said easterly right of way line of the Illinois Terminal Railroad, a distance of 33.01 feet to the southerly right of way line of Bouse Road and the Point of Beginning of the tract herein being described:

From said Point of Beginning; thence easterly on the southerly right of way line of Bouse Road the following 2 courses and distances 1) South 89 degrees 54 minutes 10 seconds East, a distance of 2112.99 feet; 2) North 89 degrees 59 minutes 58 seconds East, a distance of 643.57 feet to the westerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3286 on page 776; thence South 00 degrees 57 minutes 18 seconds East, on said westerly line described in Deed Book 3286 on page 776, a distance of 267.00 feet to the southwest corner of said tract of land described in Deed Book 3286 on page 776; thence North 89 degrees 59 minutes 58 seconds East, on the southerly line of a tract of land described in Deed Book 3286 on page 776 and the southerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3008 on page 2147, a distance of 422.00 feet to the southeast corner of said tract of land described in Deed Book 3008 on page 2147; thence South 00 degrees 57 minutes 18 seconds East, parallel with the east line of said Section 6, a distance of 867.42 feet; thence 1845.77 feet on a non-tangential curve to the left having a radius of 1000.00 feet, the chord of said curve bears South 61 degrees 06 minutes 51 seconds West, 1594.69 feet to the northerly right of way line of a 30 foot wide public road; thence South 88 degrees 53 minutes 13 seconds West, on said northerly right of way line of a 30 foot wide public road, a distance of 404.22 feet; thence South 64 degrees 53 minutes 59 seconds West, on the northwesterly right of way line of said 30 foot wide public road, a distance of 1488.46 feet to said easterly right of way line of the Illinois Terminal Railroad; thence North 01 degrees 06 minutes 19 seconds West, said easterly right of way line of the Illinois Terminal Railroad, a distance of 2547.91 feet to the point of beginning.

The tract herein described contains 123.91 acres of land, more or less.

Subject to easements, conditions and restrictions of record.

END OF DOCUMENT



* 2011R15025 3 *

2011R15025

STATE OF ILLINOIS
MADISON COUNTY

FILED FOR RECORD IN
THE RECORDERS OFFICE

04/20/2011 11:10AM

MATT RICE, RECORDER

REC FEE: 24.00

RHSPS FEE: 10.00

**AMENDMENT TO
COVENANTS AND
RESTRICTIONS FOR
THE HOMES OF LIBERTY PLACE**

*34,000k
5486*

ORIGINALLY RECORDED

July 30, 2004

As Document No. 2004R45478

**Prepared By:
Ronald D. Lowery
Attorney at Law
514 E. Vandalia Street
Edwardsville, IL 62025**

**Mail To:
Preparer**

This amendment pertains to Section 10.B which currently states:

"All walls, fences and fencing shall be vinyl, PVC, wood, or professionally constructed wrought iron construction, and be compatible with the natural surroundings, subject to the conditions herein set out for materials."

This sentence has been amended to delete wood as an option and to specify the colors for fences. As amended it now reads as follows:

"All walls, fences and fencing shall be vinyl, PVC, or professionally constructed wrought iron construction, shall either be white, black or beige, and be compatible with the natural surroundings, subject to the conditions herein set out for materials."

I, Stephen Gilliland, Secretary of The Homes of Liberty Place Homeowners Association, declare that I have counted the votes after an election held July 2010. With a unanimous vote count of more than 75% of the association votes cast, the attached amendment to The Homes of Liberty Covenants and Restrictions shall be added and recorded with the Madison County Recorder's Office.


Secretary

State of Illinois
County of Madison

Subscribed and sworn to before me this 18th day of April 2011.



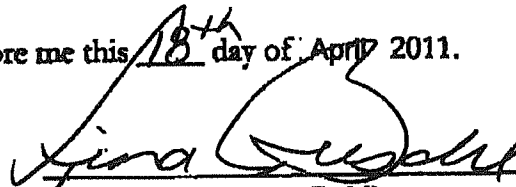

Notary Public

EXHIBIT A

LEGAL DESCRIPTION HOMES OF LIBERTY PLACE, LOTS 1-345

A tract of land being part of the North Half of Section 8 In Township 3 North, Range 7 West of the Third Principal Meridian, County of Madison, State of Illinois and being more particularly described as follows:

Commencing at the Northwest corner of said Section 8; thence on an assumed bearing of South 89 degrees 54 minutes 10 seconds East, on the north line of said Section 8, a distance of 106.50 feet to the easterly right of way line of the Illinois Terminal Railroad; thence South 01 degrees 08 minutes 19 seconds East, on said easterly right of way line of the Illinois Terminal Railroad, a distance of 33.01 feet to the southerly right of way line of Bouse Road and the Point of Beginning of the tract herein being described:

From said Point of Beginning; thence easterly on the southerly right of way line of Bouse Road the following 2 courses and distances 1) South 89 degrees 54 minutes 10 seconds East, a distance of 2112.99 feet; 2) North 89 degrees 59 minutes 58 seconds East, a distance of 643.57 feet to the westerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3286 on page 776; thence South 00 degrees 57 minutes 18 seconds East, on said westerly line described in Deed Book 3286 on page 776, a distance of 287.00 feet to the southwest corner of said tract of land described in Deed Book 3286 on page 776; thence North 89 degrees 59 minutes 58 seconds East, on the southerly line of a tract of land described in Deed Book 3286 on page 776 and the southerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 3008 on page 2147, a distance of 422.00 feet to the southeast corner of said tract of land described in Deed Book 3008 on page 2147; thence South 00 degrees 57 minutes 18 seconds East, parallel with the east line of said Section 8, a distance of 867.42 feet; thence 1845.77 feet on a non-tangential curve to the left having a radius of 1000.00 feet, the chord of said curve bears South 81 degrees 06 minutes 51 seconds West, 1594.89 feet to the northerly right of way line of a 30 foot wide public road; thence South 88 degrees 53 minutes 13 seconds West, on said northerly right of way line of a 30 foot wide public road, a distance of 404.22 feet; thence South 84 degrees 53 minutes 59 seconds West, on the northwesterly right of way line of said 30 foot wide public road, a distance of 1488.48 feet to said easterly right of way line of the Illinois Terminal Railroad; thence North 01 degrees 08 minutes 19 seconds West, said easterly right of way line of the Illinois Terminal Railroad, a distance of 2547.91 feet to the point of beginning.

The tract herein described contains 123.91 acres of land, more or less.

Subject to easements, conditions and restrictions of record.

END OF DOCUMENT