



# SADDLEWOOD MEADOWS

PROTECTIVE COVENANTS AND RESTRICTIONS

PC 63 Pg 94

3FT FROM  
gas line

KNOW ALL MEN BY THESE PRESENTS That whereas, SADDLEWOOD DEVELOPMENT INC., an Illinois Corporation, is the owner of the following described real estates, to-wit:

Lots 1 through 59 inclusive of Saddlewood Meadows, a subdivision in the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois as recorded in Plat Book 40 page 111.

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 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, or portion 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 parties and all persons claiming under them, until April 30, 2012, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of 67% of all of the owners of the lots, it is agreed to change said Covenants and Restrictions in whole or in part; until the last lot in the subdivision is sold by the undersigned, or 10 years from the sale of the first lot, whichever comes first, these Covenants and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants and Restrictions may be rescinded or amended at anytime prior to April 30, 2012 or thereafter, by approving vote of all of the owners of at least 67% of the lots, which shall be their heirs,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 persons owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceedings 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 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. **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 twenty-five (25) 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 then combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of these Covenants and Restrictions, 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, encroach upon another lot. Each lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the Subdivision.

4. **PLANS AND SPECIFICATIONS:** An architectural control committee is hereby established, which shall initially be comprised of the officers of the undersigned Saddlewood Meadows, Inc., (hereafter called the "Architectural Committee"). The following document shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction of any lot, to-wit:

- A. Floor plans;
- B. Front, sides and rear elevations;
- C. Name of General Contractor or Construction Company;

The Architectural 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 discharge the duties imposed upon them here under, is hereby granted an easement prior to, and during construction of any structure, and in discharging their duties hereunder, to enter upon any lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the 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 above named initial members of the Architectural Control Committee shall hold office until all lots in the Subdivision are sold. In case of the death, dissolution or resignation of said initial members while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Committee until all of the lots in the Subdivision are sold. Commencing with the sale of the last lots in the Subdivision, the Homeowners Association herein below described shall elect the three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for 1 year terms, and one member for a 2 year term. At subsequent meetings of the

Homeowners Association, their successors shall be elected for 2 years terms, to replace the member or members of the Architectural Control Committee whose terms expiries. 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.

5. DWELLING SIZE AND MISCELLANEOUS: No one-story dwelling shall be permitted on any lot, which has less than 1350 square feet of livable space, excluding garages, any space below ground level, and open porches and balconies; no one and one-half story, two-story or split foyer dwelling shall be permitted, on any lot, which has less than 1800 square feet of such floor space, with at least 900 square feet of such space on the first floor (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.
6. No temporary or permanent antenna 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. Exterior satellite dishes may not exceed 24 inches in diameter.
7. Recreational apparatus portable or stationary will not be permitted in any front yard or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar devices shall not be located at any point toward the lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No above ground pools will be permitted. The Architectural Control Committee shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. 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. Any and all mechanical work or vehicle maintenance, (excluding cleaning) will be performed in the garage of each residence.
10. 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.
11. 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.
12. No trucks, trailers, or commercial vehicles will be allowed to stand upon any lot during construction other than service vehicles making deliveries and light pick-up trucks and panel vans. No campers, large trucks, mobile equipment, large vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any lot in the subdivision.

13. 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 maximum of 750 square feet of additional space. No on-street parking is allowed for any vehicle. 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 Committee. The paving material of all parking areas, driveways, and turn-a-rounds shall be Portland cement concrete or brick.

14. 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 the 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 clothes lines shall be allowed.

15. 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 building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper or similar materials may be used as the exterior covering of any building. No A-frame design, modular or split foyer, or mobile homes, or underground homes are allowed. The front wall of first floor and garage on all homes shall be at least seventy five percent (75%) brick veneer or stone. The balance of the exterior walls may be finished masonite type or vinyl siding or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by the way of example and not by way of limitation, all soffit, under-eave, overhang and porch area. All garage interiors must be finished and painted.

16. 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 Committee. In the event mail boxes are required in the future, each home shall have same design mail box to be selected by Developer.

17. All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better. All roofs must have a simulated shake design and appearance and constructed of fiberglass, asphalt shingle or wood materials.

18. 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 Village of Hamel.

19. Garden plots shall be allowed in the rear yard of each lot, not to exceed 100 square feet, not along any street and at no other place, but shall be located at least 20 feet from any lot line.

20. No wall, fences or fencing of any kind shall be allowed in the front yard of any lot now 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, fences, 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. All walls, fences and fencing shall be wood, vinyl 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. All walls, fences and fencing must be submitted to and approved by the Architectural Committee prior to construction and must be continually maintained to present an attractive appearance, or after 60 days 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 12 below.

21. **LIVESTOCK AND PETS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs or cats kept inside as house pets. No pets of any kind will be permitted outside the dwelling, in exterior kennels or houses or otherwise. No animals of any kind may be kept, bred or maintained for any commercial purpose. No animals may be allowed to run loose in Subdivision.

22. **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 cleanup of them, shall be the responsibility of the owner of any lot upon which such work is being performed.

23. 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.

24. The burning of any material outside of any dwelling house shall be prohibited except the burning of leaves in conformity with the Statutes of Illinois and Ordinances of the Village of Hamel.

25. 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 any adjoining property or public right of way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent to storm sewers whenever permitted by municipal regulations but shall never be connected to any sanitary sewer.

26. **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 or 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.

27. **GARAGE 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.

28. **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 residence in the subdivision.

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

30. **ASSESSMENTS:** Annual and special assessments may be established or levied against each lot and its owners for maintenance of 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 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, 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 assessment 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 a 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.

31. **HOMEOWNERS ASSOCIATION:** After 75% of lots in Subdivision have been sold by the undersigned or 10 years after the sale of the first lot, whichever comes first, the Developer may convey to the Homeowners Association, hereafter established as an Illinois not-for-profit corporation shall be vested with all powers, duties and responsibilities of the Home-owners Association set out in these Covenants and Restrictions, including the power of assessment. Upon formation of the Saddlewood Meadows, Inc. Homeowners Association, the developers will convey "Commons A" to said Association, who will own and be responsible for maintenance of said "Commons". The owners of each lot in the Subdivision shall collectively own one share in the Homeowner's Association and shall be entitled to one vote per lot for conducting business for said Homeowner's Association.

Hereby release 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 have set their hands this 23<sup>rd</sup> day of January, 2003.

SADDLEWOOD DEVELOPMENT, INC.

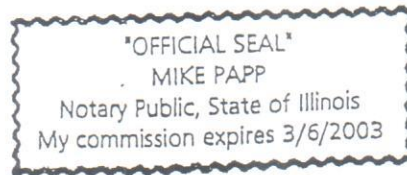
BY: *Gordon Voliya* ATTEST: \_\_\_\_\_  
President: Gordon Voliya Secretary:

STATE OF ILLINOIS )  
 )SS  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GORDON VOLIYA, personally known to me to be the president of Saddlewood Meadows, Inc., and \_\_\_\_\_ personally known to me to be the Secretary of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, the signed, sealed and delivered the said instrument as President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of JAN, 2003

*Mike Papp*  
Notary Public



**END OF DOCUMENT**

3

2008R34432

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

07/22/2008 03:47PM

08C73

DANIEL R. DONOHOO  
RECORDER

**"AMENDMENT TO COVENANTS AND RESTRICTIONS  
FOR  
SADDLEWOOD MEADOWS"**

RECORDS FEE: 18.00  
RHSPS FEE: 10.00  
PAGES: 4

28.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the "SADDLEWOOD MEADOWS PROTECTIVE COVENANTS AND RESTRICTIONS", as recorded in Book 4544 on Page 4991, as recorded in the Records of the Recorder of Deed of Madison County, Illinois, these listed "COVENANTS AND RESTRICTIONS" may be amended by approving vote of all of the owners of at least 67% of all of the lots.

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 amend the "SADDLEWOOD MEADOWS PROTECTIVE COVENANTS AND RESTRICTIONS" as follows:

Section 20 is amended to read as follows:

20. No wall, fences or fencing of any kind shall be allowed in the front yard of any lot 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, fences, or fencing over 6 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. All walls, fences or fencing shall be wood, vinyl 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. All walls, fences and fencing must be submitted to and approved by the Architectural Committee prior to construction and must be continually maintained to present an attractive



appearance, or after 60 days 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 12 below.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Elizabeth Gooden 6/23/08  
Elizabeth Gooden Owner Lot 1

Rebecca Marsteller 6/23/08  
Rebecca Marsteller Owner Lot 2

Cindi Klenke 6-23-08  
Cindi Klenke Owner Lot 3

Nicholas Drew  
Nicholas Drew Owner Lot 4

Steve Fox 6-23-08  
Steve Fox Owner Lot 5

Jerry P. Wade Jr 6-23-08  
Jerry P. Wade Jr Owner Lot 6

\_\_\_\_\_  
Owner Lot 7

Russella P. [unclear] 6/23/08  
RUSSELLA P. [unclear] Owner Lot 8

\_\_\_\_\_  
Owner Lot 9

Joshua R. Heit 6/28/08  
Joshua R. Heit Owner Lot 10

George Ellis 6-28-08  
George Ellis Owner Lot 11

Janis Stewart 6-27-08  
JANIS Stewart Owner Lot 12

\_\_\_\_\_  
Owner Lot 13

\_\_\_\_\_  
Owner Lot 14

David S. Bolam 6-23-08  
David S. Bolam Owner Lot 15

Christopher Hall 6-27-08  
Christopher Hall Owner Lot 16

\_\_\_\_\_  
Owner Lot 17

\_\_\_\_\_  
Owner Lot 18

Stacey Nance 6/27/08  
STACEY NANCE Owner Lot 19

Joshua Martin 6/28/08  
Sosh Martin Owner Lot 20

Owner Lot 21  
Nick K. Pieri 6-23-08  
Nick K. Pieri Owner Lot 23

Melissa Monte 6/25/08  
Melissa Monte Owner Lot 22

Shane & Christina West 4/23/08  
Shane & Christina West Owner Lot 25

Jess Williams 6/28/08  
Jess Williams Owner Lot 26

Martin Dawitt 6-28-08  
Martin Dawitt Owner Lot 27

Chms Skat 6/28/08  
Chms Skat Owner Lot 28

Owner Lot 29

Owner Lot 30

Susan McCormick 6/28/08  
Susan McCormick Owner Lot 31

Laura & Linn June 24, 08  
Laura & Linn Owner Lot 32

Scott Koenig 6-23-08  
SCOTT KOENIG Owner Lot 33

Owner Lot 34

Ron Wadlow 6-23-08  
RON WADLOW Owner Lot 35

Owner Lot 36

Matt McCormick 6/23/08  
Matt McCormick Owner Lot 37

Julie M. Rusk 4/23/08  
Julie M. Rusk Owner Lot 38

Brian McCanney 6/28/08  
Brian McCanney Owner Lot 39

Wanda Davis 6/28/08  
Wanda Davis Owner Lot 40

Sheri Flanagan 6/25/08  
Sheri Flanagan & Varguez Owner Lot 41

Charles Skat 6/25-08  
Charles Skat Owner Lot 42

Chy Trusewelly 6-25-08  
CAY TRUSEWELLY Owner Lot 43

[Signature] 6-25-08  
J. LEWIS Owner Lot 44

[Signature] 6-25-08  
MARIE SZAMASKA Owner Lot 45

[Signature] 6/25/08  
AMBER HERNANDEZ Owner Lot 46

Marie Shadwick 6-25-08  
marie Shadwick Owner Lot 47

Mary Effler 6-25-08  
mary EFFLER Owner Lot 48

[Signature] 6/26/08  
Bill Kelish Owner Lot 49

Owner Lot 50

Owner Lot 51

Owner Lot 52

[Signature] 6-27-08  
Justin D. Ocas Owner Lot 53

Sam Sparks 6-27-08  
Sam SPARKS Owner Lot 54

Fannie Beasley  
Fannie Beasley Owner Lot 55

Owner Lot 56

Ken L Jackson  
Owner Lot 57

[Signature] 6-23-08  
CHAD J. EHLEN Owner Lot 58

[Signature]  
Owner Lot 59

Russell R Peck 5/27/08

Return to +

This document prepared from information  
supplied by applicant by  
Flanigan Law Office, Ltd.  
120 North Main Street  
Edwardsville, IL 62025

**END OF DOCUMENT**



\* 2 0 1 2 R 2 7 0 4 1 4 \*

2012R27041

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE  
06/28/2012 09:35AM  
MATT RICE, RECORDER  
REC FEE: 24.00  
RHSPS FEE: 10.00

34.00 CK 6544

“AMENDMENT TO COVENANTS AND RESTRICTIONS  
FOR  
SADDLEWOOD MEADOWS”

In accordance with the “SADDLEWOOD MEADOWS PROTECTIVE COVENANTS AND RESTRICTIONS” as recorded in Book 4544 on Page 4991, as recorded in the Records of the Recorder of Deed of Madison County, Illinois, these listed “COVENANTS AND RESTRICTIONS” may be amended by approving vote of all of the owners of at least 67% of all of the lots.

Legal Description of subdivision

Lots 1 through 45 and lots 49 through 59 in Saddlewood Meadows – Final Plat, a subdivision located in part of the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 94 in Madison County, Illinois.

And

Re-subdivision of Lot 46, 47 and 48 of Saddlewood Meadows, a subdivision located in part of the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 205 in Madison County, Illinois.

Section 7 is amended to read as follows:

7. Recreational apparatus portable or stationary will not be permitted in any front yard or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar devices shall not be located at any point toward the lot line fronting any street, past a

line drawn parallel with and intersecting that side of the dwelling structure. Resin or steel top, steel wall or similar construction above ground pools will be allowed in the back yard. An above ground pool shall not be located toward the lot line fronting any streets where more than 50% of the pool exceeds past a line drawn parallel with and intersecting that side of the dwelling structure. An above ground pool is defined as any structure intended for swimming or recreational bathing that is designed to hold water over 24 inches deep. The Architectural Control Committee shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

This document prepared by applicant

Please return to:

Robert & Amber Hernandez

409 Corral Drive, PO Box 359, Hamel, IL 62046

Amendment to modify covenants and restrictions signatory page

Name	Signature	Address
Stacey Nance	Stacey Nance	274 Meyer Ave LOT 19
CHAD J. EHLEN	[Signature]	225 Meyer Ave LOT 58
Randy Orembiak	[Signature]	413 Corral Dr. LOT 45
AMBER HERNANDEZ	[Signature]	409 Corral Dr. LOT 46
Clayton Dunn	Clayton Dunn	405 Corral Dr. LOT 47A
Lewis Effler	[Signature]	401 Corral Dr. LOT 48A
Sam Catalano <sup>CATALANO</sup>	[Signature]	421 Corral Dr. LOT 43
Michelle Copsey	Michelle Copsey	249 Hamel Ave LOT 35
CHRIS DAVIS	[Signature]	329 HAMEL AVE LOT 40
Dwaine Marstener <sup>Marstener</sup>	<del>[Signature]</del>	135 Colonial Dr. LOT 2
Nick Drew <sup>DREW</sup>	Nick Drew	123 Colonial Dr LOT 4
Steve Fox	[Signature]	119 Colonial Dr. LOT 5
Nick Pieri	[Signature]	11 Bridle Ct. LOT 23
Jacob Williams	[Signature]	22 Bridle Ct. LOT 26
Kalony Short	Kalony Short	14 Bridle Ct LOT 23
Melissa Salmi	Melissa Salmi	257 Meyer Ave LOT 50
Julie Hall <sup>HALL</sup>	Julie Hall	276 Meyer Ave LOT 18
[Signature]	D. Hamilton <sup>DREW HAMILTON</sup>	216 Meyer Ave LOT 17
David Behrens	David Behrens <sup>BEHNEN</sup>	249 Meyer Ave LOT 52
David Golem <sup>DAVID GOLEM</sup>	[Signature]	258 Meyer Ave LOT 15
Cathy David	Cathy David	254 Meyer Ave LOT 14
[Signature]	Josh Sims <sup>JOSH SIMS</sup>	241 Meyer LOT 54
Erin Sims	Erin Sims <sup>ERIN SIMS</sup>	241 Meyer LOT 54
Patty Smith	Patty Smith	250 Meyer LOT 13
JANIS STEWART	Janis Stewart	246 Meyer LOT 12
Travis Simpson	Travis Simpson	245 Meyer Ave. LOT 53
Jay Lewis	[Signature]	417 Corral Dr. LOT 44
Jim Melsing	[Signature]	5 Bridle Ct. LOT 21
Andrew Mosby	Andrew Mosby	19 BRIDLE Ct. LOT 25
Laura Linn <sup>LAURA LINN</sup>	Laura Linn	261 Hamel Ave. LOT 32
[Signature]	William Weedon <sup>WILLIAM WEEDON</sup>	241 Hamel Ave LOT 37
Fannie Beasley <sup>FANNIE BEASLEY</sup>	Fannie Beasley	237 Meyer Ave LOT 55
Paul Perry <sup>GAIL PERRY</sup>	Paul Perry	lot #59 231 Meyer

Russell Perry RUSSELL PERRY	Russell Perry	# 8 lot 230 MEYER
Jay Wade	Jay Wade	115 COLONIAL DR. LOT 6
Elizabeth Gooden	Elizabeth Gooden	134 Colonial Dr. LOT 5
Carey Schuf	Carey Schuf	233 Hamel Ave LOT 39
DAVID DE VRIES	<del>David De Vries</del>	245 Hamel Ave LOT 36
Charles Skay CHARLES SKAY	<del>Charles Skay</del>	425 Cottrell LOT 42
MIKE HORVATH	<del>Mike Horvath</del>	253 MEYER AVE LOT 51
Joan Stevens	Joan Stevens	262 Meyer Ave LOT 16

**END OF DOCUMENT**



8 3 1 0 0 5 6  
Tx:4237016

**2016R19543**

STATE OF ILLINOIS  
MADISON COUNTY

06/14/2016 2:33 PM

AMY M. MEYER, RECORDER

REC FEE: 28.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE: 9.00

# OF PAGES: 4

"AMENDMENT TO COVENANTS AND RESTRICTIONS  
FOR  
SADDLEWOOD MEADOWS"

37.00 OK 7092

In accordance with the "SADDLEWOOD MEADOWS PROTECTIVE COVENANTS AND RESTRICTIONS" as recorded in Book 4544 on Page 4991, as recorded in the Records of the Recorder of Deed of Madison County, Illinois, these listed "COVENANTS AND RESTRICTIONS" may be amended by approving vote of all of the owners of at least 67% of all of the lots.

Legal Description of subdivision

Lots 1 through 45 and lots 49 through 59 in Saddlewood Meadows – Final Plat, a subdivision located in part of the East Half of the Southwest Quarter of Section 11. Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 94 in Madison County, Illinois.

AND

Re-subdivision of Lot 46, 47, and 48 of Saddlewood Meadows, a subdivision located in part of the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 205 in Madison County, Illinois.

Section 31 "Homeowners Association" is amended to read as follows:





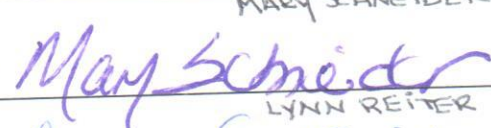
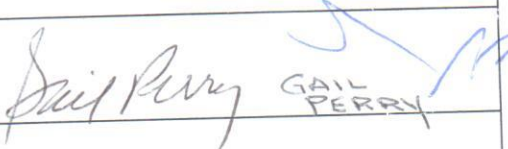
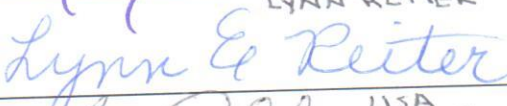
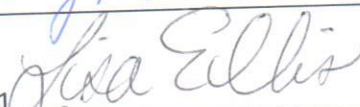
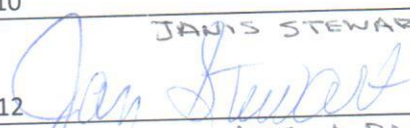
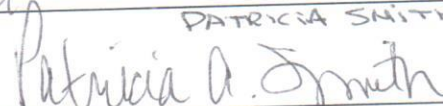
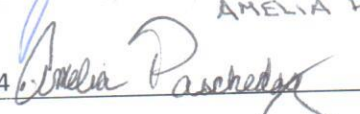
31. HOMEOWNERS ASSOCIATION: After 75% of lots in Subdivision have been sold by the undersigned or 10 years after the sale of the first lot, whichever comes first, the Developer will convey to the Homeowners Association, hereafter established as an Illinois not-for-profit corporation shall be vested with all powers, duties and responsibilities of the Homeowners Association set out in these Covenants and Restrictions, including the power of assessment. Upon formation of the Saddlewood Meadows, Inc. Homeowners Association, the owners of each lot in the subdivision shall collectively own one share of the Homeowners Association. The Association shall adopt By-Laws, and owners shall be entitled to one vote per lot for conducting business for said Homeowners Association. Hereby release and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.





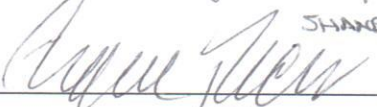
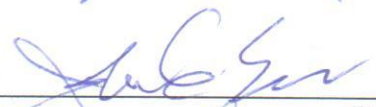
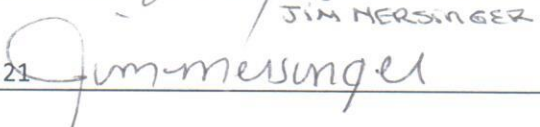


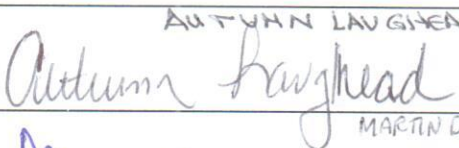






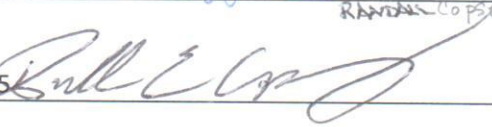
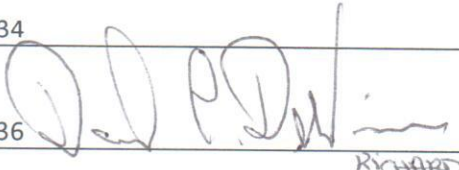

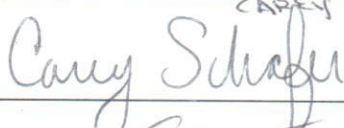
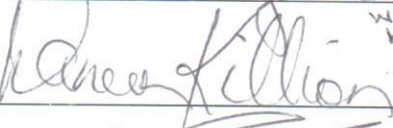
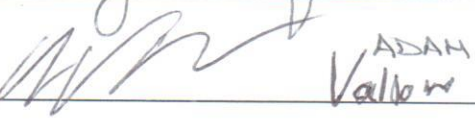

The initial Homeowners Association dues will be \$30, per lot, per year. Charges are due annually by September 30<sup>th</sup>, beginning September 30<sup>th</sup> 2016.

All unpaid dues and assessments of any type that remain unpaid for 30 days past the due date shall be charged a past due service charge fee of \$10 per month for each month the charge remains unpaid.

All properties must be continually maintained to comply with the Covenants and Restrictions, or after 60 days notice, such non-compliance may be corrected/removed by the Homeowners Association and the cost thereof billed to the lot owner. If such bill remains unpaid over 30 days, a lien may be attached and filed against any such lot.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_ day of \_\_\_\_ 2016.

Lot 1	 M. Estrada Melinda ESTRADA	Lot 2	
Lot 3		Lot 4	
Lot 5 -		Lot 6	
Lot 7	MARY SCHNEIDER  LYNN REITER	Lot 8	 GAIL PERRY
Lot 9	 Lynn E. Reiter	Lot 10	
Lot 11	LISA ELLIS  PATRICIA SMITH	Lot 12	JANIS STEWART 
Lot 13	 Patricia A. Smith	Lot 14	AMELIA PASCHEDAG 

Lot 15	 David Golem	Lot 16	 JOAN STEVENS
Lot 17	 Drew Hamilton	Lot 18	 CHRISTOPHER HALL
Lot 19	 SHANE RE CER	Lot 20	 JOHN ESS
Lot 21	 JIM MERSINGER	Lot 22	 SCOTT CLARK
Lot 23		Lot 24	 Rachel Walschleger Heiber
Lot 25	 AUTUMN LAUGHHEAD	Lot 26	 Jake Williams
Lot 27	 MARTIN DEWITT	Lot 28	 Chris Short
Lot 29		Lot 30	
Lot 31	 DONALD MCCORMICK	Lot 32	
Lot 33	 BRETT EGGEMEIER	Lot 34	
Lot 35	 RANDALL COPSEY	Lot 36	 Richard Gregor
Lot 37		Lot 38	
Lot 39	 CAREY SCHAEFER	Lot 40	 WILLIAM KILLION
Lot 41	 ADAM VALLOW	Lot 42	 SKAJ CHARLES SKAJ
Lot 43		Lot 44	

Lot 45	<i>Phil A. Alk</i> PHILIP HUNIAK	Lot 46	<i>Amber Hernandez</i> AMBER HERNANDEZ
Lot 47	<i>Justin Gersmer</i> JUSTIN GERSMER	Lot 48	
Lot 49	<i>Bill Kalish</i> BILL KALISH	Lot 50	<i>Richard E. Salmi</i> RICHARD E. SALMI
Lot 51	<i>Mike &amp; Beth Harvath</i> MIKE & BETH HARVATH	Lot 52	<i>Daniel Behnen</i> DANIEL BEHNEN
Lot 53	<i>Travis Simpson</i> TRAVIS SIMPSON	Lot 54	<i>Josh Sims</i> JOSH SIMS
Lot 55	<i>Fannie Beasley</i> FANNIE BEASLEY	Lot 56	
Lot 57	<i>Ken Jackson</i> KEN JACKSON	Lot 58	<i>Chan Ehlen</i> CHAN EHLEN
Lot 59	<i>Gail Perry</i> GAIL PERRY		

This document prepared by:  
The Saddlewood Homeowners Association

Please return to:  
Attn: Saddlewood Homeowners Association  
409 Corral Drive, PO Box 359  
Hamel, IL 62046



**END OF DOCUMENT**



8 5 5 3-8 9 1

Tx:4415418

**2018R30496**  
STATE OF ILLINOIS  
MADISON COUNTY  
09/27/2018 02:31 PM  
AMY M. MEYER, RECORDER  
REC FEE: 29.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE: 9.00  
# OF PAGES: 5

*38.00 cash*

THIS PAGE BEING ADDED

FOR RECORDER'S USE ONLY

*MB*

"AMENDMENTS TO COVENANTS AND RESTRICTIONS  
FOR  
SADDLEWOOD MEADOWS"

In accordance with the "SADDLEWOOD MEADOWS PROTECTIVE COVENANTS AND RESTRICTIONS" as recorded in Book 4544 on page 4991, as recorded in the Records of the Recorder of Deed of Madison County, Illinois, these listed "COVENANTS AND RESTRICTIONS" may be amended by approving vote of the owners of at least 67% of all of the lots.

Legal Description of subdivision

Lots 1 through 45 and lots 49 through 59 in Saddlewood Meadows - Final Plat, a subdivision located in part of the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 94 in Madison County, Illinois.  
AND

Re-subdivision of Lot 46, 47, and 48 of Saddlewood Meadows, a subdivision located in part of the East Half of the Southwest Quarter of Section 11, Township 5 North, Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Cabinet 63, Page 205 in Madison County, Illinois.

Section 2 is amended to read as follows:

**LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. The primary dwelling erected shall be one detached single-family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage. One detached outbuilding, in addition to the primary dwelling, shall be permitted. No other buildings shall be erected, altered, placed or permitted to remain on any lot.

Section 5 is amended to read as follows:

**DWELLING SIZE AND MISCELLANEOUS:** No one-story dwelling shall be permitted on any lot, which has less than 1350 square feet of livable space, excluding garages, any space below ground level, and open porches and balconies; no one-half story, two-story or split foyer dwelling shall be permitted, on any lot, which has less than 1800 square feet of such floor space, with at least 900 square feet of such space on the first floor (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. The character and design of outbuildings must closely conform to the character and design of the dwelling structure.

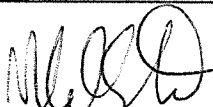
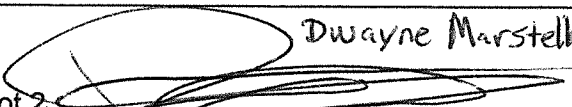
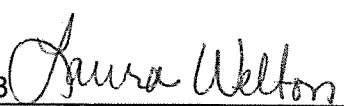
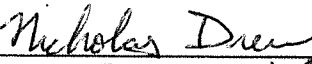
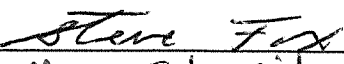
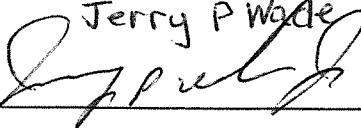
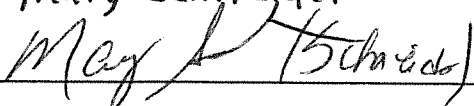

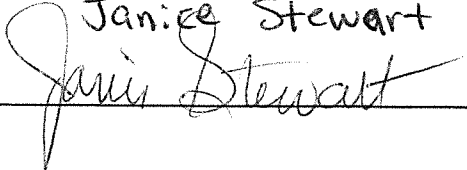
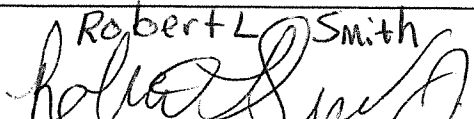
Amendments to Covenants and Restrictions for Saddlewood Meadows dated 9/21/2018

No outbuilding shall occupy more than 100 square feet. Maximum allowable height shall be 11 feet. Outbuilding shall be allowed in the rear yard and shall not be located at any point toward the lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. Outbuilding is to be constructed of prefabricated resin or wood frame construction. The exterior wall finish of wood frame constructed outbuildings shall be finished Masonite type or vinyl siding or a combination thereof. The roof of all outbuildings shall be pitched or sloped in a manner to closely reflect the primary dwelling. The roof of wood frame constructed outbuildings shall be covered with architectural grade shingles or better with a simulated shake design and appearance and constructed of fiberglass, asphalt shingle, or wood materials. Outbuildings shall be constructed on a concrete or wooden pad foundation. Any utilities servicing the outbuilding must be underground. No above-ground utilities of any type will be permitted. Outbuildings shall be continually maintained to present an attractive appearance. Outbuilding doors shall be kept closed when not in use.

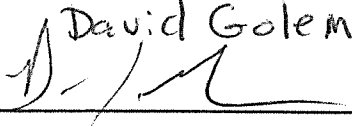
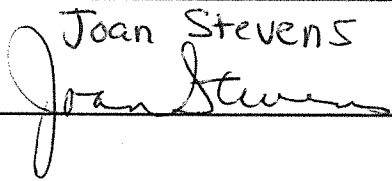
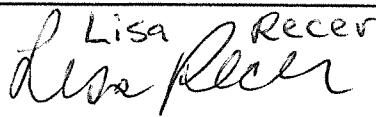
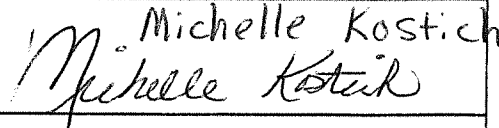
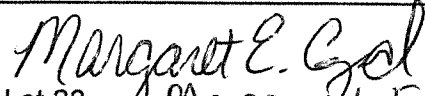
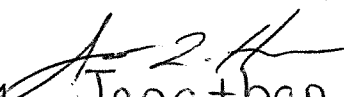
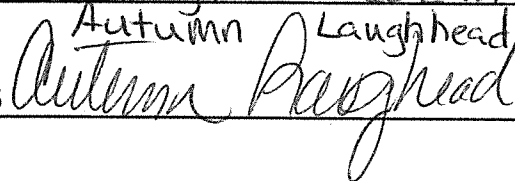
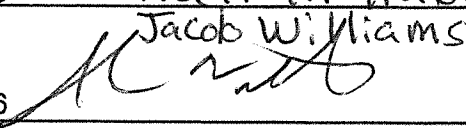
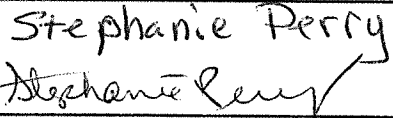
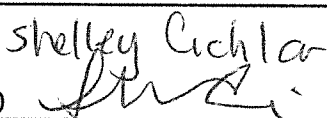

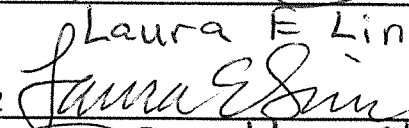

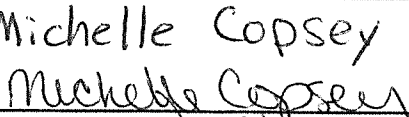

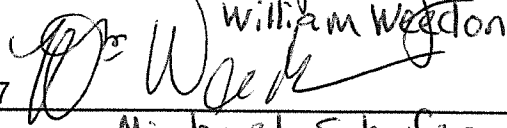
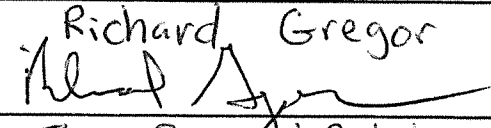
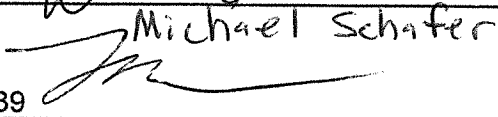
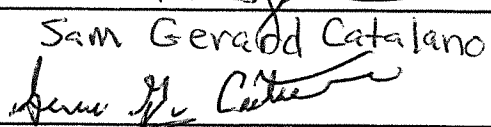
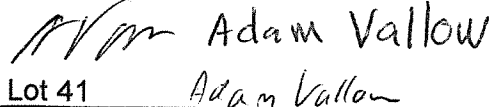
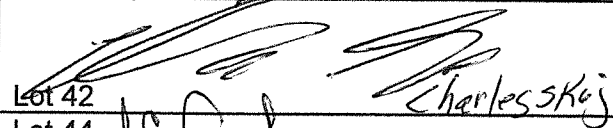
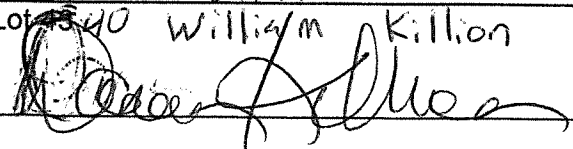
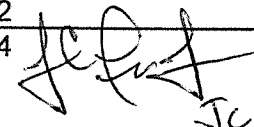
Section 14 is amended to read as follows:

No structure of any kind shall be allowed on any lot, except the dwelling house, attached garage, and outbuilding. Nothing shall be stored in the open outside said dwelling, garage, or outbuilding, with the exception of neatly stacked firewood, for the use of 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 garbage cans or visible clothes lines shall be allowed.

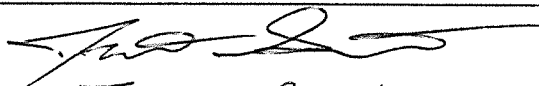
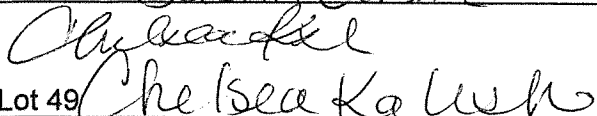
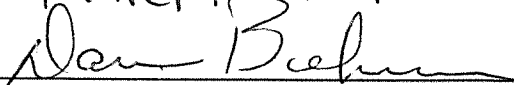
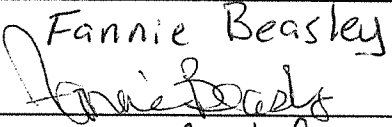
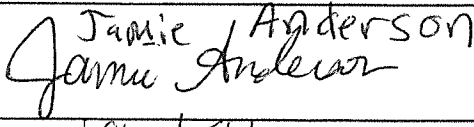
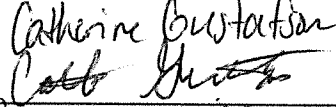
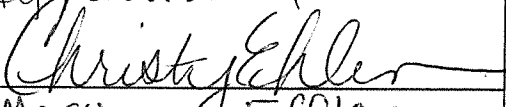
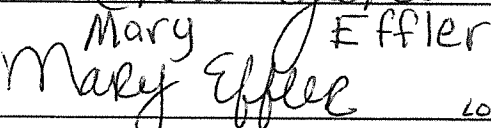
IN WITNESS WHEREOF, the undersigned have set their hands this <sup>September</sup> 27 day of ~~Sept~~, 2018.

Lot 1  Melinda Estrada	Lot 2  Dwayne Marsteller
Lot 3  Laura Welton	Lot 4 Nicholas Drew 
Lot 5 Steve Fox 	Lot 6 Jerry P Wade Jr. 
Lot 7 Mary Schneider 	Lot 8
Lot 9	Lot 10 Casei Benton 
Lot 11	Lot 12 Janice Stewart 
Lot 13 Robert L Smith 	Lot 14

Amendments to Covenants and Restrictions for Saddlewood Meadows dated 9/21/2018

Lot 15	David Golem 	Lot 16	Joan Stevens 
Lot 17		Lot 18	
Lot 19	Lisa Recer 	Lot 20	Michelle Kostich 
Lot 21		Lot 22	
Lot 23	Margaret E. Gole  Margaret E. Cozad	Lot 24	 Jonathan Huber
Lot 25	Autumn Laughhead 	Lot 26	Jacob Williams 
Lot 27		Lot 28	
Lot 29	Stephanie Perry 	Lot 30	Shelley Cichlar 
Lot 31	Stuart Ringer 	Lot 32	Laura E Linn 
Lot 33		Lot 34	Donald Chappell 
Lot 35	Michelle Copsey 	Lot 36	 Sandra Broadhurst
Lot 37	William Weedon 	Lot 38	Richard Gregor 
Lot 39	Michael Schafer 	Lot 40	Sam Gerard Catalano 
Lot 41	Adam Vallow 	Lot 42	 Charles Skaj
Lot 40	William Killion 	Lot 44	 Jo + Rosa Lewis

Amendments to Covenants and Restrictions for Saddlewood Meadows dated 9/21/2018

Lot 45	Lot 46
Lot 47  Justin Gerstner	Lot 48
Lot 49  Chelsea Kalish	Lot 50
Lot 51	Lot 52 Daniel Behnen 
Lot 53	Lot 54
Lot 55 Fannie Beasley 	Lot 56 Jamie Anderson 
Lot 57 Catherine Gustafson 	Lot 58 Christy & Chad Ehler 
Lot 59 Jamee Miller Jamie Miller Dean Miller Miller	Mary Effler  lot 64

This document prepared by applicant  
 Please return to:  
 Thomas and Margaret Cozad  
 11 Bridle Ct. Hamel, IL 62046

**END OF DOCUMENT**