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COVENANTS AND RESTRICTIONS  
PLAT RECORDED PC 63 ON PAGE 153

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

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FOR "PATRIOT'S CROSSING" SUBDIVISION

DANIEL R. DONOHOO  
RECORDER

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, R.L.P. Development Company, Inc., an Illinois Corporation, the Owner of the following described real estate, to wit:

See Exhibit A

Whereas, Lots 1-96, inclusive, in Patriot's Crossing are being developed by the Owner as "Phase I" of said subdivision known as Patriot's Crossing-Phase I, and said lots are the only such lots developed on the real estate described on Exhibit A attached hereto; and

Whereas, Lots 97-151, inclusive, in Patriot's Crossing will hereafter be developed by the Owner in one or more further phases on adjacent land to be described at time of development; and

Whereas, Lots in the said development phases of Patriot's Crossing are contiguous to one another, and should be governed under the direction and authority of the same Homeowners Association;

**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 Lots 1 - 151, inclusive, to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, and 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 December 1, 2023 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 in the subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to December 1, 2023 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 hereinbelow established, in the Recorder's office of Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other person or persons 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, or permitted to remain on any Lot other than on 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 Village of Bethalto, at such Lot Owner's expense. If any Lot Owner fails to complete 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 Village of Bethalto requires that all sidewalks be maintained in accordance with the Village of Bethalto'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 Village 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 Village of Bethalto shall have the power and authority to maintain an action to foreclose upon said lien.

For any developed unsold Lots, R.L.P. Development Company, Inc. will install sidewalks on said Lots by July 14, 2006.

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 seven and one half (7 1/2) 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 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.

**The above setback requirements must be met and the Village of Bethalto's setback requirements must also be met.**

5. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned R.L.P. Development Company, Inc. (hereinafter called the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor 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 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 above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of death, dissolution or resignation of said initial member 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 Lots in the Subdivision are sold. Commencing with the sale of the last Lot in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural 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 Homeowner's 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 does not meet the minimum square footage requirements outlined below, 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 does not meet the minimum square footage requirements outlined below (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.

**Dwelling Size Requirements**

<u>Lots</u>	<u>Ranch</u>	<u>2 Story</u>	<u>Minimum 1<sup>st</sup> Floor Sq. Ft.</u>
1-53	1,300	1,450	750
54-112	1,450	1,700	850
113-124	1,300	1,450	750
125-139	1,450	1,700	850
140-151	1,300	1,450	750

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. No swimming pool shall be located in any front yard or side yard up to the rear of the dwelling structure or closer than fifteen (15) feet to any side or rear lot line. All swimming pools shall adhere to the fence requirements established by the Village of Bethalto. Basketball goals will be allowed, provided they are freestanding of the residential structure. The 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.

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.

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, trailers, vans, motor homes, recreational vehicles, or boats 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 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 that are permitted under the ordinances of the Village of Bethalto.

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 types, styles and locations 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 Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete or block.

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

9. **BRICK REQUIREMENTS.** The home that 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. **The front exterior wall surface (or surfaces) of all homes erected on Lots 1-96 of the Subdivision shall be constructed of brick or brick veneer or stone over at least Twenty-five (25%) of the area (excluding windows and doors).** The minimum brick, brick veneer, or stone covering area required for the front exterior wall surface or surfaces of homes erected on Lots 97-151 of the Subdivision will be established by the Owner at such time as development of that stage of the Subdivision is commenced, however, that such minimum brick requirements shall not be less than required for lots 1-96. The balance of the exterior walls may be natural wood siding, finished hardboard type siding, aluminum siding, vinyl siding, cement board or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

10. **FENCE REQUIREMENTS.**

A. Drainage Easements: No wall, fencing, structure, impediment or other obstruction of any kind shall be allowed within or upon any part of the easements for drainage shown on the plat of Patriot's Crossing Subdivision. 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.

Any wall, fence or fencing constructed or erected within or upon any type of easement other than drainage 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 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** (without permission of the Architectural Control Committee), 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 coated, or professionally constructed wrought iron construction and **shall be white in color** 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 Control Committee 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 a written variance is obtained from the Architectural Control Committee.**

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. **MAILBOXES.** All Lot Owners will be required to install **MATCHING MAILBOXES AND FRONT YARD LIGHTS,** 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 boulevard and the side yard areas to the back of the building structure will be **landscaped with grass sod.** The balance of the yard must be seed and straw. 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, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the Village of Bethalto.

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. 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 downspouts 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 lots or lot.

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 abovementioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

20. **ASSESSMENTS.** Annual dues will be set and assessed and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, detention basins, drainage and entrance improvements, any amenities in the Subdivision for the use of Lot owners, and for any other duties, powers, and responsibilities of 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 fractions as agreed by and between the owners of the Lot, at the first meeting of 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 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 lien.

R.L.P. Development Company, Inc. shall be entitled to cast one vote for each finished unsold lot that it owns in the subdivision.

21. **HOMEOWNERS ASSOCIATION.** By December 1, 2003, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of R.L.P. Development Company, Inc. The Homeowners Association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Patriot's Crossing 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, boulevards, easements, common areas, and common areas used as green space, detention basins, outlots, except outlots conveyed to others, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2005, until the amenities are conveyed to the Homeowners Association, R.L.P. Development Company, Inc. shall maintain the amenities and, thereafter, the Homeowners Association shall maintain the amenities. 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.

The Homeowner's Association shall take full responsibility for the regular maintenance of each aspect of the property's storm water drainage and erosion and sediment control system inside the detention basins and shall provide for access to the system for inspection by authorized personnel of the Village of Bethalto, Madison County, Illinois in accordance with the applicable Storm water Drainage, and Detention, Soil Erosion and Sediment Control Code of the Village of Bethalto, as amended.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 7 days after receiving written notice from the Village of Bethalto shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowner 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 of each year. R.L.P. Development Company, Inc. may be assessed annually no more than \$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 have set their hands this 19th day of August, 2003.

**R.L.P. Development Company, Inc.**

By:   
Robert L. Plummer,  
President/Secretary

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF MADISON        )


The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES 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 19th day of August, 2003



  
Notary Public

Prepared By & Return to:  
Ronald D. Lowery  
Attorney at Law  
514 E. Vandalia  
Edwardsville, IL 62025

Exhibit A**Tract 1- Phase I Tract of Patriot's Crossing - Bethalto**

R.L.P. Development Company, Inc., being the owner of a tract of land located in the Southeast Quarter of Section 6, Township 5 North, Range 8 West of the Third Principal Meridian, more fully described as follows:

Commencing at the southwest corner of the Northwest quarter of the Southeast quarter of Section 6; thence measure South 88 degrees 48 minutes 43 seconds East along the south line of said quarter, quarter section a distance of 40.01 feet to the east right-of-way line of Moreland Road and the Point of Beginning of the following described tract:

thence measure North 00 degrees 10 minutes 56 seconds West (assumed bearing) from said beginning point along the east right-of-way line of Moreland Road a distance of 723.68 feet; thence South 89 degrees 46 minutes 14 seconds East a distance of 263.29 feet; thence North 00 degrees 12 minutes 25 seconds West a distance of 8.74 feet; thence North 89 degrees 47 minutes 35 seconds East a distance of 160.00 feet; thence South 00 degrees 12 minutes 25 seconds East a distance of 40.75 feet; thence South 88 degrees 24 minutes 36 seconds East a distance of 691.78 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 42.75 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 175.00 feet to the east line of the Northwest quarter of the Southeast quarter of Section 6; thence South 00 degrees 00 minutes 00 seconds West along said east line a distance of 741.43 feet to the southeast corner of said quarter, quarter section; thence North 88 degrees 48 minutes 43 seconds West along the south line of said quarter, quarter section a distance of 252.41 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 459.29 feet; thence North 88 degrees 56 minutes 04 seconds West a distance of 1,035.44 feet to the east right-of-way line of Moreland Road; thence North 00 degrees 00 minutes 00 seconds East along said right-of-way line a distance of 461.50 feet to the Point of Beginning; containing 32.07 acres, have cased said tract to be surveyed and subdivided in the manner shown and said subdivision is to be hereinafter know as "PATRIOT'S CROSSING - PHASE I."

**Tract 2 Phase II Tract of Patriot's Crossing - Bethalto**

A tract of land located in the Northwest quarter of the Southeast quarter of Section 6, Township 5 North, Range 8 West of the Third Principal meridian, Madison County, Illinois, more fully described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southeast quarter of Section 6; thence measure South 87 degrees 53 minutes 15 seconds East along the north line of said quarter, quarter section a distance of 40.03 feet to the east right-of-way line of Moreland Road and the Point of Beginning of the following described tract:

thence continuing South 87 degrees 53 minutes 15 seconds East from said beginning point along said north line a distance of 1292.93 feet to the northeast corner of said quarter, quarter section; thence South 00 degrees 00 minutes 00 seconds West along the east line of said quarter, quarter section a distance of 634.08 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 175.00 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 42.75 feet; thence North 88 degrees 24 minutes 36 seconds West a distance of 691.78 feet; thence North 00 degrees 12 minutes 25 seconds West a distance of 40.75 feet; thence South 89 degrees 47 minutes 35 seconds West a distance of 160.00 feet; thence North 00 degrees 12 minutes 25 seconds West a distance of 166.13 feet; thence South 87 degrees 52 minutes 20 seconds East a distance of 248.34 feet; thence North 1 degree 26 minutes 13 seconds East a distance of 176.65 feet; thence South 89 degrees 54 minutes 53 seconds West a distance of 516.34 feet to the east right-of-way line of Moreland Road; thence North 00 degrees 10 minutes 56 seconds West along said right-of-way line a distance of 332.39 feet to the Point of Beginning.

Containing 16.861 acres.

Subject to conditions, restrictions and easements of record.

**END OF DOCUMENT**