

301195

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL

RECORDED ON  
10/06/2005 01:54:35PM

MISC R FEE: 20.00  
RASP FEE: 10.00

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**OAK VALLEY ESTATES  
Phase I, Plat 1  
PROTECTIVE COVENANTS  
FINAL DRAFT 10/4/05**

The maker of this indenture, Stonemark Development LLC., is the owner and developer of all the real estate contained in Oak Valley Estates, Phase I, Plat 1, a subdivision in the County of Monroe County, as per plat thereof recorded in 2-2008 at the Recorder's Office of Monroe County, Illinois, which plat and lots shown thereon, and this instrument shall be complimentary to each other.

WHEREAS, the owner and developer hereby imposes upon all of the aforesaid land in said subdivision certain conditions, restrictions, reservations, and limitations, which shall run with the land, and shall be binding on all parties having any right, title or interest in the said land or any part thereof, whether or not the said restrictions be specifically incorporated in the conveyance of any said lot or tract of land.

NOW THEREFORE, in consideration of the mutual advantages accruing to the current owner of the aforesaid lots, as well as the mutual advantages which will accrue to the future owners of said lots, restrictions, reservations and limitations, to wit. There is hereby imposed on each lot of the above-described property the following:

1. **DWELLING SIZE AND SPECIFICATIONS:** 1,600 square feet minimum on ranch-style homes; 1,800 square feet minimum on two-story; and 484 square feet minimum for attached garage. All lots shall be used exclusively for residential purposes. No lot shall be resubdivided or otherwise divided so as to make it smaller, unless prior approval is obtained in writing from the Architectural Control Committee. No commercial or industrial activity may be conducted or performed on any lot, excluding the owner(s) commercial lot owned and used solely by said owner(s).
2. **STORM WATER DETENTION AREA/DRAINAGE WAYS:** Part of common ground to be maintained by Homeowners' Association.
3. **EARTH REMOVAL:** In the event the removal of earth is necessary for the construction of any dwellings, such excess, dirt shall be moved from the dwelling site and deposited at such site or sites on developer's property as developer might direct. All interior lots shall be sodden or seeded from the street to the front exterior of the dwelling as soon after completion of construction of the dwelling as possible at the expense of the owner.
4. **BUILDING LINES:** No building, or any part thereof, shall be erected or placed on any lot in the development tract: A) Nearer to the roads than the building lines shown on the plat of the said development; B) Set back lines shall be in accordance with regulations of Monroe County.

5. **CONSTRUCTION APPROVAL:** No construction or alteration of any kind or the placement of any structure or material upon any of such lots shall be permitted until the construction plans and specifications have been approved by the developer, in writing. Approval of the plans and specifications, a copy of which shall be delivered to the developer prior to the beginning of such construction. Plans shall include such detail as developer may reasonably require. No changes or deviation from the approved plans and specifications shall be allowed without approval from developer in writing.
6. **ACCESSORY BUILDINGS:** A utility or accessory building shall be built with the same character and materials as the home. It shall be located no closer than 20 ft of neighboring lots. Owner of the subdivision must approve prior to construction. No accessory building is allowed before the primary residence construction has commenced. No such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building, excluding gazebos and bathhouses, are allowed per lot. Any accessory building must be greater than 380 square feet.
7. **EASEMENTS:** As shown on the recorded plat, shall be and the same are hereby set aside and reserved for poles, wire, water/gas mains, sewers, CATV and other subdivision essentials and facilities. No building or structure, nor any part thereof, retaining wall, or other interfering obstructions may be erected, constructed, or maintained within, on or over any easement as shown on this plat or which may hereafter be established. However, any lot owner may at his/her own risk and expense pave the easement, or erect a fence, understanding that any excavation necessary to install or service utilities within the said easement may damage or destroy such pavement or fence and the expense of restoring the pavement or fence shall be born solely by the owner of the parcel whose pavement or fence is damaged. All future owners of said lots shall properly care for the easement areas and keep them free from unsightly accumulation of weeds, debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within meaning of the Indenture. Neither Fencing nor yard obstacles are allowed past rear easement line on lots that abut common ground.
8. **NUISANCES:** No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupant of the other lots. Nor shall any lot be used for storage of wrecked, junked or permanently disabled automobiles or trucks which are not currently licensed or for keeping and storing anything that make the property unsightly. Garage doors should remain closed unless in use.
9. **STORAGE:** No tractors, recreational vehicles, campers, trailers or boats shall be parked outside for more than thirty (30) days in any calendar year. Vehicles of any type, boats, campers, and trailers of any type shall not be permitted to be parked or stand overnight on any public street of way within the subdivision.
10. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises. Any type of venomous or dangerous animals such as snakes, guard

dogs, etc. are not allowed. Cats, dogs, birds, etc. are allowed provided they are not kept, bred nor maintained for any commercial purpose. Such pets shall not be permitted to run at large or to be a nuisance to other property owners in the subdivision through the noise they cause or their excrements.

11. **SIGN:** No sign of any kind shall be displayed to the public eye on any lot except as authorized by county ordinance. One sign for the purpose to advertise premises for sale or rent is permitted, but the sign may not exceed 6 sq ft. Signs used by the builder to advertise the premises during construction and sale period or likewise are permitted but are to be placed by discretion of subdivision owner(s).
12. **MOBILE HOMES:** No mobile or modular home may be located at any time upon the premises. Developer on site must build homes from the ground up.
13. **SATELLITE DISHES/SOLAR PANELS/ANTENNAE:** All electric service, telephone lines, cable TV lines and other utility lines shall be placed underground. No satellite dish greater than 8 square feet in size will be allowed. No utility entrance above ground shall enter the residence on the front side of the residence. No electrical power shall be run from any home to an RV or any other temporary-residence vehicle.
14. **CONTRACTOR APPROVAL:** To assure quality of workmanship and to maintain property values of real estate within the development, all excavation and construction work done within the subdivision shall be done by a licensed building contractor whose proposal shall be submitted to the developer for approval, prior to applying for a building permit. All work must be done by a builder that has been approved by the developer. Any builder proposing to build any dwelling in the subdivision shall submit his credentials in manner and form as reasonably required by the developer for its approval. No person may dig on any property without first seeking approval through J.U.L.I.E. If said homeowner or subcontractor damages wiring, cable, etc.; that person or company is solely responsible for damages to the prospective utility company.
15. **CONSTRUCTION MATERIALS:** The front face of each residence must be constructed of masonry to wall height. Roofs must have a 6/12 pitch except when approved by the developer. All roof shingles shall carry a minimum 35-year warranty; be of an architectural type or shakes; and shall be approved by the developer. No exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding is not allowed.
16. **COMPLETION REQUIREMENTS:** Any dwelling or other structure constructed on said premises must be entirely completed within six (6) months from the date construction is started. Any variance to this rule is at the discretion of the developer.
17. **DRIVEWAYS AND SIDEWALKS:** All driveways shall be constructed of Portland cement concrete, asphalt or shall be bricked at discretion of developer. All sidewalks shall be constructed of Portland cement and be built in accordance with the final plat of the subdivision. A sidewalk shall be required along all street frontages within one (1) year of issuance of building permit as noted on Final Plat. Sidewalks to be built in

accordance with the "TYPICAL STREET DETAIL" and standards as set forth on the Final Plat.

18. **LAWN MAINTENANCE:** All lot owners shall be required to cause the respective lots to be mowed at least once every thirty (30) days during the months of May through October of each year, or as additionally required to maintain a lawn height not to exceed six (6) inches.
19. **FENCING:** All fences must consist of vinyl, iron, brick or stone materials. Metal chain-link or wood fencing is not allowed. No fence or screening may be erected or maintained on any land between the building setback lines and the street upon which the lot fronts. *- All fences shall be kept in good repair. Height*
20. **POOLS:** Only belowground pools are allowed. Pool must be properly fenced in accordance to County code.
21. **LIGHTING CONTROLS:** Any lights used for illumination of signs, parking areas, swimming pools or for any other purposes, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Streetlights to be installed in accordance with Monroe County subdivision code and the recorded plat. Streetlights to be maintained by Homeowners' Association.
22. **ENFORCEABILITY:** The restrictions created by this indenture benefit and burden only the land described herein and known as Oak Valley Estates with no intention to benefit real estate lying outside the boundaries of Oak Valley Estates. These restrictions do not confer upon anyone else any right whatsoever to enforce the restrictions hereby created. Covenants will remain in force until all original owners have sold or passed.
23. **FAILURE TO COMPLY AND VALIDITY:** Each and every grantee, by accepting any conveyance of, or interest in any said lots with Oak Valley Estates or any part thereof, thereby binds itself, himself/herself and all heirs, assigns, successors, and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this Indenture. If any violation of the restrictions and provisions of the Indenture, or failure or observance thereof, or failure of compliance therewith, is not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more owners of said lots, or any party thereof, to the offending owner or owners, or person or persons, in possession thereof, it shall be lawful in order that such violation be cured or corrected, or to recover damages therefore, or party thereof, to institute and prosecute and proceedings at law or equity against any and all parties involved in such violation of failure of observance, or failure of compliance as aforesaid, including the owner or owners, of the involved lot or lots, or any part of parts thereof. In the event of legal action, the prevailing party shall be entitled to an award of reasonable attorneys fees for prosecution of this violation. It is hereby expressly declared and provided, however, that the makers of this Indenture, or owners, of the land comprising this development tract at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of

the restrictions and provisions of this Indenture against any person, or person who may hereafter own or control any one or more of the said lots, or any part of parts thereof, which the maker of the Indenture shall not at the time own or fully control. The failure to promptly institute procedures for enforcement of these restrictions shall not operate as an estoppel against the enforcement of the violated portion of these restrictions or any portion thereof. In case of any one or more of the restrictions and provisions of this Indenture, shall prove to be unenforceable or invalid, the enforceability, validity or biding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby but they shall, nevertheless, remain in full force and effect.

**24. PROPANE STORAGE TANK:** Midwestern Propane Gas Company will be responsible for maintenance on the main propane storage tanks and other equipment encompassed in the developments propane system. Midwestern Propane Gas Company will be the exclusive provider of propane service for the development.

**25. HOMEOWNERS ASSOCIATION:** Said organization of 5 or 7 members (must be an odd number) will be formed when 50% of lots are sold. All homeowners will act as the Homeowners Association. Members of the Association must be homeowners in Oak Valley Estates. The Board will be elected by the homeowners annually in a formal meeting. In case of resignation, a member must be replaced by vote of all homeowners within 60 days of formal written letter of resignation. The Board will then determine how it is to be governed deciding such issues as: annual fee, responsibility for common ground, continuity of protective coveynance agreement, etc. These governing rules must be submitted to Stonemark Development LLC within 60 days of initiation of members. Sixty (60) days after the completion of last said lot, the full responsibility of the governance of Oak Valley will lie with this Association solely. Any issues or concerns must be brought before Stonemark Development LLC. prior to the final 30 days of development of subdivision.

**Stonemark Development LLC hereby invests the Homeowners Association and their successors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities:**

Exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), areas, (including restrictions of use of same by residents or adjacent property owners), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer mains and filter beds and lateral lines, pipes, and disposal and Oak Valley Estates as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads and any other non-public items by the necessary public utilities and other, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

To exercise control over any common land, and cul-de-sacs shown on said plat; pay real estate taxes and assessment herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational

facilities of any kind or description, other structures (including storm water retention basins and discharge structures which are to be maintained in accordance with improvement plans filed with the county engineers), and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of lots in OAK VALLEY ESTATES all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in OAK VALLEY ESTATES and according to the discretion of the Homeowners Association.

To clean up rubbish/debris and remove grass/weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery/flowers upon any vacant or neglected lot(s) or property. The owners may be charged with reasonable expenses so incurred. The Homeowners Association, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement or removal of planting.

To consider, approve or reject any and all plans/specifications for any/all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally approved of all plans and specifications is received by the Homeowners Association as provided hereafter.

To purchase and maintain in force, liability insurance, protecting the Homeowners Association members/lot owners from any and all claims for personal injuries and property damage arising from use of common areas and facilities.

Notwithstanding any other condition herein, the Homeowners Association shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of OAK VALLEY ESTATES or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Home-Owners Association shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, shrubbery, entrance markers and any and all other non-public items including, but not limited to, storm sewers, sanitary sewer mains and all other items used by the owners of the lots in OAK VALLEY ESTATES.

26. **RAISED SEWER BEDS:** Located on common ground. Will be maintained by the Homeowners' Association of Oak Valley Estates. All maintenance will be governed by and are the responsibility of the Homeowners' Association. Even upon annexation of the subdivision into the City of Waterloo, maintenance of and responsibility for such common ground will still remain with the aforementioned association.
27. **EFFLUENT COLLECTOR SYSTEM:** All residences shall have Aquarobic mini-plant systems or a similar system approved by the State of Illinois and Monroe County. All lots shall have said Aquarobic system in accordance with the regulations set forth by the Aquarobic International, Inc. or the equivalent manufacturer, and the Monroe-

Randolph Bi-County Health Department or other appropriate governmental entity. Each lot owner is responsible for the individual mini-plant unit located on his/her lot including a maintenance contract. All lot owner(s) must provide suitable access to the mini-plant unit located on the lot, for the purpose of operation and maintenance. Such access shall be in the form of an implied easement and shall run with the land. The easement will be of ample width and character as to provide direct access to the mini-plant unit for such vehicles as trucks and sludge pumping equipment as needed. The easement will be available at all times to authorized personnel, including the developer, and the contract maintenance company or their representatives. The Homeowners Association to be established under these restrictions shall be responsible for the cost of maintaining the effluent collector system for all lot owner(s). The effluent collector system is to be inspected by a licensed system installer on a bi-annual basis with an inspection report to be filed with the Bi-County Health Department. Any damage to lawns, landscaping, or other obstructions which are clearly unavoidable in the course of normal maintenance or during emergency conditions shall be the responsibility of the lot owner(s), and there shall be no liability accrued by those properly authorized to perform said work. All of the Aquarobic systems, or approved equals, shall be built and maintained in compliance with the specifications of Aquarobic International, Inc., or the equivalent manufacturer and within state and local regulations, said systems shall be maintained in accordance with the guidelines and regulations for the wastewater collection and filtration system contained herein (see attachment) and shall not violate Monroe-Randolph Bi-County Health Department or other appropriate governmental entity regulations, nor become a nuisance.

28. **AGRICULTURAL ENVIRONMENT:** It is expressly understood that the lots and the surrounding areas are comprised of an agricultural community. Therefore, any lot owner incurring damages or discomforts due to the ordinary actions of normal farming operations shall hold the farmer harmless unless negligence can be proven.
29. **DURATION:** All of the restrictions, covenants and provisions herein contained shall continue and be in full force and effect for a period of thirty-five years from the date of first recording of this Restrictions Indenture.
30. **RESERVATION OF RIGHTS:** The Owner expressly reserves the right to at any time alter, amend, modify or otherwise revoke any of the restrictions, covenants or other provisions contained herein, so long as the owner owns any lot or parts of the lots. Each owner receives one vote per lot owned.
31. **REVISIONS:** Covenants cannot be revised without County Board approval until 51% of lots are sold.

Oak Valley Estates  
A Subdivision of Stonemark Development LLC  
(Owner and Developer)

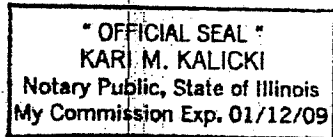
BY: Steve R. Wilke  
Steve Wilke (manager)

STATE OF ILLINOIS)

COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Steve R. Wilke, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5<sup>th</sup> day of October, 2005.



Kar M. Kalicki  
Notary Public





DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL  
RECORDED ON  
01/14/2008 01:13:15PM  
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BOOK PAGE

### AMENDMENT A


An Amendment to the Oak Valley Estates Protective Covenants recorded October 6, 2005 in Monroe County Recorder's Office as Document # 301195.

The following sections are deleted in their entirety and replaced with the following language:

6) Accessory Buildings: A utility or accessory building shall be built with the same character and materials as the home. It must be a permanent structure. It shall be located according to County setbacks and easements. No accessory building is allowed before the primary residence construction has commenced. No such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building, excluding gazebos and bathhouses are allowed per lot. Any accessory building must be greater than 120 square feet and must be approved by the Board of Directors prior to construction.

19) Fencing: All fences must consist of vinyl, iron, aluminum, brick, cedar or stone materials. Fences must be a minimum of 4 feet and a maximum of 7 feet in height and shall be kept in good repair at all times. Cedar fences must be constructed on site – no pre-fabricated fence panels are allowed. All fences must be approved by the Oak Valley Waterloo Homeowner's Association prior to installation. No fence or screening may be erected or maintained on any land between the building setback lines and the street upon which the lot fronts. County ordinances shall govern.

The above changes were approved by unanimous consent of the Board of Directors of the Oak Valley Waterloo Homeowner's Association on April 11, 2007.

Approved:   
Jon Poetker, President

Attest:   
Kevin Bollman, Secretary



\* 3 2 7 2 0 2 2 \*

327202

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL  
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10/29/2008 03:07:59PM

MISC R FEE: 23.00

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**AMENDMENT NO. 1 TO  
OAK VALLEY ESTATES  
Phase I, Plat 1  
PROTECTIVE COVENANTS**

WHEREAS, Stonemark Development, LLC (hereinafter referred to as the "Owner") as of the date of this Amendment, is the owner of one or more of the lots in Oak Valley Estates, Phase I, Plat 1, a subdivision of the County of Monroe, as per plat thereof recorded in 2-208B at the Recorder's Office of Monroe County, Illinois (hereinafter referred to as the "Subdivision"); and

WHEREAS, Owner has heretofore executed Protective Covenants for the Subdivision dated October 5, 2005, and recorded at the Monroe County, Illinois Recorder's Office on October 6, 2005 as Document No. 301195 (hereinafter referred to as the "Protective Covenants"); and

WHEREAS, Owner desires to amend the Protective Covenants pursuant to its rights under Section 30 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to Owner and other owners of lots in the Subdivision, Owner hereby amends the Protective Covenants as follows:

1. The following paragraph is added to Section 25 of the Protective Covenants effective as of October 5, 2005:

Notwithstanding anything in this instrument to the contrary, no dues, fees, charges or assessments of any type shall be imposed by the Homeowners Association on any lot owned by Owner until after the sale of such lot by Owner to a successor owner.

2. Except as modified herein, the Protective Covenants for the Subdivision are confirmed and ratified in every other respect.

"OWNER"

STONEMARK DEVELOPMENT, LLC

By: Steve R Wilke  
Steve Wilke, Manager

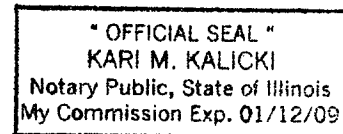
STATE OF ILLINOIS       )  
                                  ) ss:  
COUNTY OF ST. CLAIR    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, to hereby certify that Steve Wilke, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of October, 2008.

Kari M. Kalicki  
Notary Public

My Commission Expires: 1/12/09



This instrument prepared by  
and after recording mail to:

Kurt S. Schroeder  
Mathis, Marifian, Richter & Grandy, Ltd.  
23 Public Square  
Suite 300  
Belleville, Illinois 62220



330393

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL  
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2298

Vendor # 996

**AMENDMENT NO. 2 TO  
OAK VALLEY ESTATES  
Phase I, Plat 1  
PROTECTIVE COVENANTS**

WHEREAS, Stonemark Development, LLC (hereinafter referred to as the "Owner") as of the date of this Amendment, is the owner of one or more of the lots in Oak Valley Estates, Phase I, Plat 1, a subdivision of the County of Monroe, as per plat thereof recorded in 2-208B at the Recorder's Office of Monroe County, Illinois (hereinafter referred to as the "Subdivision"); and

WHEREAS, Owner has heretofore executed Protective Covenants for the Subdivision dated October 5, 2005, and recorded at the Monroe County, Illinois Recorder's Office on October 6, 2005 as Document No. 301195, and an Amendment No. 1 thereto dated October 29, 2008 and recorded at the Monroe County, Illinois Recorder's Office on October 29, 2008 as Document No. 327202 (hereinafter collectively referred to as the "Protective Covenants"); and

WHEREAS, Owner desires to further amend the Protective Covenants pursuant to its rights under Section 30 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to Owner and other owners of lots in the Subdivision, Owner hereby amends the Protective Covenants as follows:

1. The following sentence is added after the first sentence of Section 30 of the Protective Covenants:

At such time as the Owner has sold all of the lots in the Subdivision, this indenture and the restrictions, covenants and provisions contained herein may be altered, amended, modified or revoked by a sixty percent (60%) vote of the owners of lots in the Subdivision, and the recording of a written instrument pursuant to such vote at the Monroe County, Illinois Recorder's Office.

2. Except as modified herein, the Protective Covenants for the Subdivision are confirmed and ratified in every other respect.

91-00-101-0646

"OWNER"

STONEMARK DEVELOPMENT, LLC

By: Steve R Wilke  
Steve Wilke, Manager

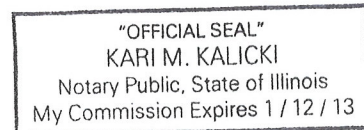
STATE OF ILLINOIS       )  
                                  ) ss:  
COUNTY OF ST. CLAIR    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, to hereby certify that Steve Wilke, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of MARCH, 2009.

Kari M. Kalicki  
Notary Public

My Commission Expires: 1 / 12 / 13



This instrument prepared by  
and after recording mail to:

Kurt S. Schroeder  
Mathis, Marifian, Richter & Grandy, Ltd.  
23 Public Square  
Suite 300  
Belleville, Illinois 62220



\* 3 4 9 1 4 7 4 \*

349147

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL

RECORDED ON

06/23/2011 01:02:19PM

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**AMENDMENT NO. 3 TO  
OAK VALLEY ESTATES  
Phase I, Plat 1  
PROTECTIVE COVENANTS**

WHEREAS, Stonemark Developments, LLC (hereinafter referred to as the "Owner") as of the date of this Amendment, is the owner of one or more of the lots in Oak Valley Estates, Phase I, Plat 1, a subdivision of the County of Monroe, as per plat thereof recorded in 2-208B at the Recorder's Office of Monroe County, Illinois (hereinafter referred to as the "Subdivision"); and

WHEREAS, Owner has heretofore executed Protective Covenants for the Subdivision dated October 5, 2005, and recorded at the Monroe County, Illinois Recorder's Office on October 6, 2005 as Document No. 301195, as amended by Amendment No. 1 dated October 29, 2008 and recorded at the Monroe County, Illinois Recorder's Office on October 29, 2008 as Document No. 327202, and as amended by Amendment No. 2 dated March 17, 2009 and recorded at the Monroe County, Illinois Recorder's Office on March 18, 2009 as Document No. 330393 (hereinafter collectively referred to as the "Protective Covenants"); and

WHEREAS, Owner desires to further amend the Protective Covenants pursuant to its rights under Section 30 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to Owner and other owners of lots in the Subdivision, Owner hereby amends the Protective Covenants, effective as of October 5, 2005, as follows:

1. Section 15 is clarified and revised to read as follows:

The first sentence of Section 15 shall be replaced with the following sentence:  
The front face of each residence must be constructed of masonry to the first floor wall height.

2. The following paragraph is added to Section 15:

Notwithstanding anything in this Section 15 to the contrary, a two (2) story colonial elevation house having a minimum of 2000 square feet may have a full vinyl siding exterior on the front, rear and both side elevations of the home, provided it has been reviewed and approved by the Architectural Review Committee.

3. Section 6 is revised to read as follows:

6. Accessory Buildings: A utility or accessory building shall be built with the same character and materials as the home. It must be a permanent structure. It shall be located according to County setbacks and easements. No accessory building is allowed before the primary residence construction has commenced. No such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building, excluding gazebos and bathhouses are allowed per lot. Any accessory building must be greater than 120 square feet and must be approved by the developer in accordance with Section 5 hereof prior to construction.

4. Section 19 is revised to read as follows:

19. Fencing: All fences must consist of vinyl, iron, aluminum, brick, cedar or stone materials and must be installed in the backyard of the home. Fences must be a minimum of 4 feet and a maximum of 7 feet in height and shall be kept in good repair at all times. Cedar fences must be constructed on site; no pre-fabricated fence panels are allowed. No chain link fences are permitted. All fences must be approved by the developer in accordance with Section 5 hereof prior to construction.

5. The following paragraph is added to section 5:

The managing member of developer Stonemark Developments, LLC is designated as the contact person for the consideration, approval or rejection of construction plans and specifications until such time as the Homeowner's Association provided for in Section 25 assumes such function. Developer's managing member may be contacted by telephone at (618) 558-7102, or in writing addressed to: Stonemark



Developments, LLC, Attn: Managing Member, 3500 Lebanon Avenue, Shiloh, Illinois 62221.

6. The following paragraphs are added to section 17:

WHEREAS, the Monroe County Regional Planning Commission have recommended approval of the sidewalk setback from the back side of the curb to change from 5 feet to 3 feet in Oak Valley Estates Subdivision, so

NOW THEREFORE BE IT RESOLVED, on the 21<sup>st</sup> Day of February 2006 by the Board of County Commissioners of Monroe County, Illinois that the sidewalk setback for Oak Valley Estates Subdivision shall be 3 feet.

Other Monroe County rules may apply on sidewalk setbacks. The lot owner and/or builder must contact Monroe County for approval to make sure the proposed location of their sidewalk is in compliance with all County requirements before pouring their concrete sidewalk.

7. Except as modified herein, the Protective Covenants for the Subdivision are confirmed and ratified in every other respect.

"OWNER"

STONEMARK DEVELOPMENTS, LLC

By:   
Steve Wilke, Managing Member



STATE OF ILLINOIS     )  
                                      ) ss:  
COUNTY OF ST. CLAIR    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, to hereby certify that Steve Wilke, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of June,  
2011.



Kari M. Kalicki  
Notary Public

My Commission Expires: 1/12/13

This instrument prepared by:

Kurt S. Schroeder, Attorney at Law  
Mathis, Marifian & Richter, Ltd.  
23 Public Square  
Suite 300  
Belleville, Illinois 62220

After recording mail to:

Steve R. Wilke  
Stonemark Developments, LLC  
3500 Lebanon Avenue  
Shiloh, IL 62221



341267

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL

RECORDED ON  
07/14/2010 03:18:58PM

MISC R FEE: 28.00

RHSP FEE: 10.00

PAGES: 6

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

### **DECLARATION OF DRAINAGE EASEMENT**

THIS DECLARATION OF DRAINAGE EASEMENT is made as of the 18<sup>th</sup> day of June, 2010, by Stonemark Developments LLC (hereinafter referred to as "Stonemark"), Todd Wallace and Stephanie Wallace (hereinafter collectively referred to as "Wallace"), Winkler Investments Inc. (hereinafter referred to as "Winkler"), and Thomas R. Hootselle and Dawn R. Hootselle (hereinafter collectively referred to as "Hootselle"), all of the foregoing persons and entities being hereinafter collectively referred to as "Declarants".

WHEREAS, Stonemark is the owner in fee simple of Lots 19, 23 and 24 of "OAK VALLEY ESTATES" shown on Exhibit "A" attached hereto and incorporated herein by reference, Wallace is the owner in fee simple of Lot 20 shown on Exhibit "A", Winkler is the owner in fee simple of Lot 21 shown on Exhibit "A", and Hootselle is the owner in fee simple of Lot 22 shown on Exhibit "A"; and

WHEREAS, Declarants desire to establish a drainage easement over, across and upon the property particularly described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Property").

NOW, THEREFORE, Declarants hereby declare that the Easement Property shall be held, sold, transferred, conveyed and occupied subject to a drainage easement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference.
2. Creation of Easement. Declarants hereby declare and establish a perpetual, non-exclusive easement for the drainage of water (hereinafter referred to as the "Easement") over, under, across and upon the Easement Property, together with reasonable ingress and egress to and from the Easement Property, and reasonable working room during the installation, maintenance, repair or replacement of a drain pipe.
3. Character of Easement. The Easement shall be appurtenant to, for the benefit of, and will run with title to Lots 19, 20, 21, 22, 23 and 24 of "OAK VALLEY ESTATES" shown on Exhibit "A" attached hereto.

4. Use of Easement. The Easement established herein shall be used only for the drainage of water from Declarants' roof drains and sump pumps, including the installation, maintenance, repair or replacement of a drain pipe. No building, structure or other improvement shall be erected within the boundaries of the Easement Property.

5. Declarants' Right of Use. Declarants shall at all times have the right to enjoy the use of the surface of their respective Lots for any purposes which do not unreasonably interfere with the use of the Easement.

6. Representations of Title. Declarants represent and warrant that they are the sole owners in fee simple of their respective Lots, free and clear of any liens or encumbrances, and have full right and authority to establish the Easement.

7. Successors and Assigns. This Easement shall bind and inure to the benefit of Declarants, their successors and assigns.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Drainage Easement as of the day and year first above written.

"DECLARANTS"

STONEMARK DEVELOPMENTS LLC

By Steve R. Wilke  
Its duly authorized MANAGING MEMBER

Todd Wallace

Todd Wallace

Stephanie Wallace

Stephanie Wallace

WINKLER INVESTMENTS INC.

By Thomas R. Hootselle  
Its duly authorized PRESIDENT

Thomas R. Hootselle

Thomas R. Hootselle

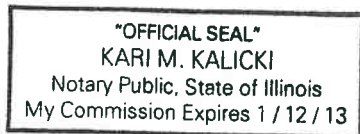
Dawn R. Hootselle

Dawn R. Hootselle

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ST. CLAIR )

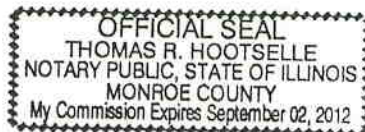
I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that STEVE R. WILKE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as MANAGING MEMBER of Stonemark Developments LLC, pursuant to authority given by the members of said Company, as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of July, 2010.



Kari M. Kalicki  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Monroe )

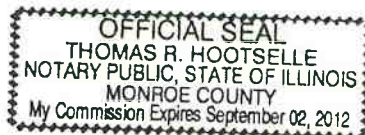


I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Todd Wallace and Stephanie Wallace, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of July, 2010.

Thomas Hootselle  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Monroe )



I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that LARRY WINKLER, 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 acknowledged that he signed, sealed and delivered said instrument as \_\_\_\_\_ of Winkler Investments Inc., pursuant to authority given by the Board of Directors of said corporation as their free and voluntary acts, for the purposes therein set forth.

Given under my hand and notarial seal this 1st day of July, 2010.


  
Notary Public

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF St Clair )

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Thomas R. Hootselle and Dawn R. Hootselle, 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 they signed, sealed and delivered said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

~~Given under my hand and notarial seal this~~ 2nd day of July, 2010.



  
Notary Public

This instrument prepared by  
and after recording mail to:

Kurt S. Schroeder  
Mathis, Marifian & Richter, Ltd.  
23 Public Square  
Suite 300  
Belleville, Illinois 62220

Permanent Parcel No. 11-07-117-019-000  
11-07-117-020-000  
11-07-117-021-000  
11-07-117-022-000  
11-07-117-023-000  
11-07-117-024-000



# EXHIBIT

A

**THOUVENOT,  
WADE &  
MOERCHEN, INC.**  
ENGINEERS • SURVEYORS • PLANNERS



**WATERLOO OFFICE**  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62280  
TEL (618) 939-5050  
FAX (618) 939-3930  
waterloo@tmm-inc.com

**CORPORATE OFFICE**  
EVANSENEA

**REGIONAL OFFICES**  
WATERLOO  
EDWARDSVILLE  
CARBONDALE  
ST. CHARLES

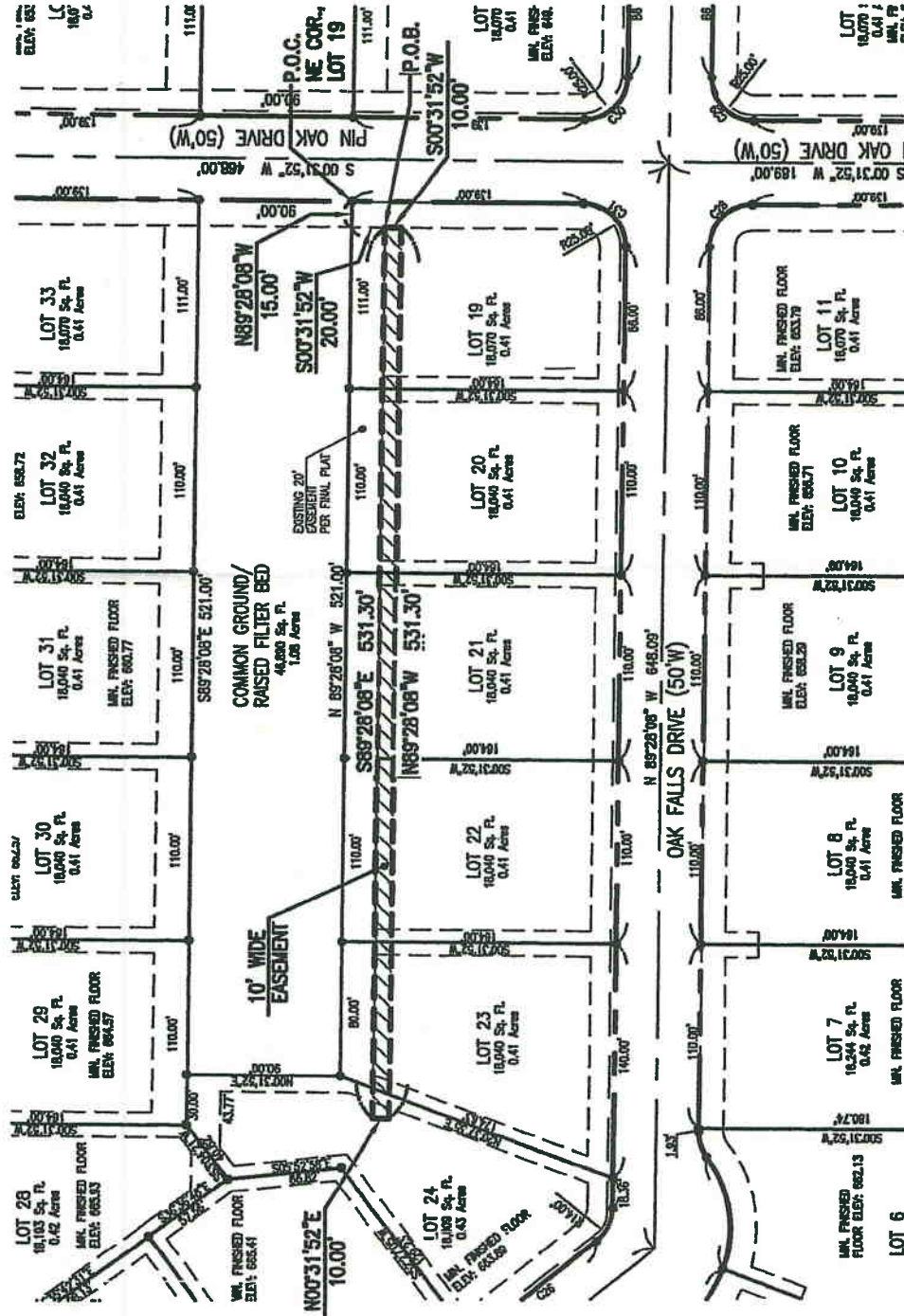
EXCEPTIONAL SERVICE NOTHING LESS  
www.tmm-inc.com

**Drainage Easement**

**Lots 19-24  
Oak Valley Estates  
Monroe County, IL**

EXHIBIT NUMBER

1



IT IS NOT WARRANTED THAT THIS PLAT  
CONTAINS COMPLETE INFORMATION REGARDING  
DEDICATIONS, EASEMENT RESERVATIONS,  
RIGHTS OF WAY, BUILDING LINES, AND OTHER  
ENCUMBRANCES. FOR COMPLETE INFORMATION,  
A TITLE OPINION OR COMMITMENT FOR TITLE  
INSURANCE SHOULD BE OBTAINED.





WWW.TWM-INC.COM

# THOUVENOT, WADE & MOERCHEN, INC.

CONSULTING ENGINEERS

LAND SURVEYORS

PLANNERS

SWANSEA • WATERLOO • EDWARDSVILLE • CARBONDALE • ST. CHARLES, MO

## WATERLOO REGIONAL OFFICE

113 SOUTH MAIN STREET  
WATERLOO, IL 62298  
TEL 618.939-5050  
FAX 618.939-3938

June 17, 2010  
Oak Valley Estates  
Drainage Easement Description  
TWM Project D30000389F

A 10 foot wide strip across lots 19, 20, 21, 22, 23, and 24 of Oak Valley Estates, a subdivision of part of Tax Lot 4 and 3A of Section 7, Township 3 South, Range 9 West of the Third Principal Meridian, Monroe County, Illinois, reference being had to the plat thereof recorded in Plat Envelope 2-208B in the Monroe County records, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 19 of Oak Valley Estates; thence North 89 degrees 28 minutes 08 seconds West, an assumed bearing along the north line of said Lot 19, a distance of 15.00 feet; thence South 00 degrees 31 minutes 52 seconds West 20.00 feet to the point of beginning for the herein described tract; thence continuing South 00 degrees 31 minutes 52 seconds West 10.00 feet; thence North 89 degrees 28 minutes 08 seconds West 531.30 feet; thence North 00 degrees 31 minutes 52 seconds East 10.00 feet; thence South 89 degrees 28 minutes 08 seconds East 531.30 feet to the point of beginning.

As shown on Exhibit "A" attached hereto and made a part hereof.

EXCEPTIONAL SERVICE.  
NOTHING LESS.

## FOUNDERS

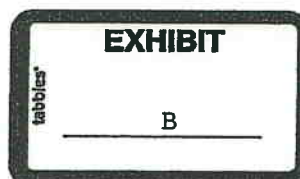
Roland G. Thouvenot, PE  
Jerry T. Wade, PLS (Dec.)  
William J. Moerchen

## PRINCIPALS

Roland G. Thouvenot, PE  
Paul K. Homann, PE  
Randall W. Burk  
Craig D. Brauer, PE

## ASSOCIATES

Joseph W. Moerchen, PLS  
Vicki L. Wade, PE  
"Rusty" Christmann, PE, SE  
Marsha J. Maller, PE  
Robert S. DeConcini, PE  
Lyndon J. Joost  
Edgar "Mike" Bamal, PLS  
Sheila J. Kimlinger, PE, SE



Show  
for sidewalk

note Resolution 06-16

RESOLUTION 06-16

WHEREAS, JLP Homes has asked for a sidewalk setback variance from 5 feet to 3 feet in Oak Valley Subdivision, and

WHEREAS, the Monroe County Regional Planning Commission have recommended approval of the sidewalk setback from 5 feet to 3 feet in Oak Valley Subdivision, so

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Illinois that the sidewalk setback for Oak Valley Subdivision be 3 feet.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY,  
ILLINOIS AT WATERLOO, THIS 21st DAY OF February, 2006

MOTION: Kohler AYE: 2

SECOND: Haudrich NAY: 0

ABSENT: Liefer ABSTAIN: 0

Dale Haudrich  
Dale Haudrich, Chairman

Franklin E Kohler  
Franklin Kohler, Member

ATTEST:

Dennis Knobloch, County Clerk

Terry Liefer, Member