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Jonebridge Estates
3500 Lebanon Ave.
Belleville, IL, 62221

STATE OF ILLINOIS
ST. CLAIR COUNTY

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Michael T. Gellert

RECORDER

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INFORMATION AND MICROFILMING.

TYPE OF DOCUMENT: Restrictions

"STONEBRIDGE ESTATES"
MILLSTADT, IL
SUBDIVISION RESTRICTIONS INDENTURE

WHEREAS, there has been recorded in the Recorder's Office of St. Clair County, Illinois, on the 18th day of November, 2004, in the Book of Plats 105 on Page 6 & 7, a certain Real Estate Subdivision Plat, (hereinafter the "Plat"), known as "Stonebridge Estates", (hereinafter the "Subdivision") located in Millstadt, IL.

AND WHEREAS, Stonemark Developments, L.L.C. (hereinafter the "Declarant"), as the owner of all of the premises (hereinafter the "Premises") comprising the Subdivision, does desire to impose upon said Premises certain easements, conditions, restrictions, reservations, and limitations.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the present owners of said Premises, as well as to the future owners of said Premises, there is hereby imposed on said Subdivision the following easements, conditions, restrictions, reservations, and limitations, all of which are hereby made a part of the plat of said "Stonebridge Estates" Subdivision:

1. **EASEMENTS:** All easements are for the installation and maintenance of utilities and drainage facilities as shown on the Plat. Within these easements, no planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities in the easement, or which otherwise obstructs or interferes with the use of the easement for its intended purposes. The easement area of each lot shall be continuously maintained by the owner of such lot, unless a public authority or utility company is responsible for such maintenance. No building or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right of way shown on the Plat, and all such easements, reservations and rights of way shall be open and accessible to all public and quasi public utility corporations and their employees and contractors, and to Declarants, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purpose for which such easements, reservations, and rights of way were reserved.
2. **DWELLING SIZE AND SPECIFICATIONS:** Single story dwellings shall have no less than 1800 square feet of living area exclusive of garages, basements, breezeways, open porches and attics. One and one-half (1 ½) to two- (2) story and multilevel dwellings shall have no less than 2200 square feet of living area exclusive of garages, basements, breezeways, open porches and attics. The basement square footage, whether finished or not, shall not be included in the calculations of square footage of living area. All dwellings must have at least a two (2) car attached garage. No multi family dwellings shall be constructed on any lot. Declarant, for itself and its successors and assigns, reserves the right to use Outlots "A," "B" and "C" of the Subdivision for commercial or business purposes.

3. **BUILDING LINES:** No building, or any part thereof, (excepting driveways, soffits and sidewalks) shall be erected or placed on the premises:
- a) Less than ten (10) feet from any side property line.
 - b) Less than twenty-five (25) feet from the front property line.
 - c) Less than twenty-five (25) feet from rear property line.
 - d) In addition to the above requirements, the **DIMENSIONAL REGULATIONS** (set backs) must also comply with the Millstadt Land Development Code. Please contact the City of Millstadt, IL for this information before construction to confirm compliance.

4. **CONSTRUCTION MATERIALS FOR DWELLING:** The exposed wall surface of the dwelling shall be of brick, stone, glass, solid redwood, solid cedar, vinyl, Masonite colorlock, or any combination of such. The dwelling must contain a minimum of fifty percent (50%) brick to be used on the front elevation of any two (2) story or one and one half (1 ½) story home and one hundred percent (100%) brick on the front elevation of any single story home, excluding gables and/or dormers. The front elevation is further described and included to mean all inset, outset, porch and return walls that are located between the two front corners of the home. Both side elevations of single story, one and one half (1 ½) story and two (2) story homes shall include a minimum of 4' tall brick on the first floor elevation unless it is on a corner lot in the subdivision. In that event, the side of a single story, one and a half (1 ½) story or two (2) story home facing the street shall have a minimum of 8' tall brick wall on the first floor side elevation and is not required to have any brick on the side of the home not exposed to a street. Brick on the rear elevation of the home is optional. Any variations to the foregoing standards will be at the sole discretion of the Architectural Control Committee.

Concrete that is exposed for more than six (6) inches above ground must be painted to match the siding color package.

No outside exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, concrete blocks, metal siding, or composite manufactured such as plywood. Aluminum materials may be used for fascia, soffit, gutters, and down-spout with color approval.

No log houses will be permitted.

5. **CONSTRUCTION DEBRIS:** Contractors shall remove construction trash from the building lot site at the end of each work day and it must either be placed in a dumpster or hauled away. Contractor shall minimize any trash buried during back-fill of the foundation. No trash piles will be permitted on any building site or empty lot. Dumping waste concrete on vacant lots will not be permitted.
6. **CONSTRUCTION APPROVAL:** No construction or alteration of any kind or the placement of any structure or materials upon any of said lots shall be permitted until the

construction plans and specifications have been approved by the Architectural Control Committee, or its assigns, in writing. A copy of the approved plans and specifications shall be kept on file. The plans and specifications submitted are not required to be prepared by a professional engineer or architect, but must present a professional appearance and be drawn to scale showing all elevations, drainage, footing and foundation drains, floor plans, and exterior appearance of all dwellings, including exterior materials and exact color combinations to be used. Same shall be approved in writing by the Architectural Control Committee, or its assigns. If more than one hundred twenty (120) days elapse after the submission without approval or disapproval, the plans and specifications shall be deemed approved. No party shall be entitled to any compensation for services rendered in seeking, granting or denying approval.

Any lot preparation or construction started prior to approval by the Architectural Control Committee, or its assigns, shall cause a stop work order until approval is granted.

In approving or disapproving the planned construction, exterior alteration, or landscaping the Architectural Control Committee, or its assigns, shall be guided by the following factors:

- a) Aesthetically pleasing character and harmony of architectural style;
- b) Color harmony and the avoidance of garish colors;
- c) All houses shall have a minimum roof pitch of a 6" rise to a 12" run (6/12 pitch); no flat roofs shall be permitted.
- d) Compatibility with these restrictions.

Approval or failure to act upon any submitted plan shall not waive the operation of the restrictions contained in the Indenture, and same shall remain in full force and effect.

Approval or failure to act upon any submitted plan shall not be cause for personal liability on the part of the Architectural Control Committee, or its assigns, for any structural defect, hazard, or nuisances, and the owner of the premises, as well as the person in charge of construction of the premises, shall hold the Architectural Control Committee, or its assigns, and Declarant free and harmless from any and all causes of action for damages or other liability.

7. **ARCHITECTURAL CONTROL COMMITTEE:** The Declarant hereby names James Schaefer and/or Gary Pierce or their assigns, as the Architectural Control Committee for the duration of this Indenture. The Architectural Control Committee, at their sole discretion, must approve of the proposed general contractor who will construct the home before any construction can begin on any lot. If the general contractor is not approved by the Architectural Control Committee, the lot owner has the option to submit another general contractor for approval.

8. **EROSION CONTROL:** All lot owners are responsible for controlling water runoff and soil erosion during the construction period. Any debris or silt that is washed or blown from a lot shall be reclaimed or cleaned from the affected area at the expense of the lot owner. The expense of any street cleaning shall be the responsibility of the lot owner.
9. **DETENTION AREA / STORM SEWER STRUCTURES:** The lot owners shall be responsible for the maintenance of any drainage area, storm system conduit, storm sewer structure and/or common area in the subdivision not maintained by the City of Millstadt.
10. **LAND USE:** The Premises described in the aforementioned Plat shall be used exclusively for single-family residential purposes (with the exception of Outlots "A," "B" and "C".)
11. **MOTORIZED VEHICLES:** No unlicensed motorized, or unmuffled vehicle shall be permitted to operate anywhere in the Subdivision.
12. **CONSTRUCTION OF DRIVEWAYS:** All driveways shall be constructed of Portland cement concrete.
13. **COMPLETION REQUIREMENTS:** Any dwelling or other structure constructed on said premises must be entirely completed within nine (9) months from the date on which construction thereof is begun.
14. **CUTTING GRASS:** All lot owners shall be required to cause their respective lots to be mowed at least every thirty (30) days during the months from May 1st through November 1st of each year, or as additionally required to maintain a lawn height not to exceed eight (8) inches.
15. **FENCES:** All fences must consist of plants, wood, brick, stone, vinyl, aluminum, steel ornamental or other natural materials. Chain link fences are strictly prohibited.

No fence shall be placed in the front of any home.
16. **SWIMMING POOLS:** No above-ground pools shall be allowed. All in-ground pools shall be constructed to meet Federal, State and Local Codes. No swimming pools can be constructed without approval of the Architectural Control Committee. Swimming pools must be located in the rear of any home.
17. **NUISANCES:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No owner shall allow rubbish or debris of any kind to accumulate upon or be placed upon his property, so as to render the same unsanitary, unsightly, offensive or detrimental to any of the properties in the vicinity thereof or other occupants thereof.

18. **STORAGE:** No building material or any kind or character shall be placed or stored upon a lot until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot upon which improvements are to be erected and shall not be placed within any easement or right-of-way.

The storage of camper trailers, campers, boats, boat trailers, household effects, tools, machinery, empty or filled containers, boxes or bags, trash or other items that shall in appearance detract from the aesthetic values of the property shall be placed and stored in attached garage.

19. **TEMPORARY FACILITIES:** No trailer, basement, tent, shack, garage, or any outbuilding erected on the premises shall, at any time, be used as a residence, temporarily or permanently, and no structure of a temporary character shall be used as a residence. No trailers of the residential and/or commercial type, either empty, filled or otherwise, shall be maintained or permitted to remain on any portion of the properties for any length of time, excepting such trailers as are reasonably necessary for the moving in or from any home for the necessary and reasonable length of time required for such moving operations, and building supply trailers used by the contractor working in and about the development of any lot.
20. **JUNK AND TRASH:** No junked or abandoned vehicles (including motor vehicles which do not have current license plates issued by the Illinois Secretary of State or other appropriate governmental authority), objects or materials shall be permitted on the premises or parked on any part of the property or street, nor shall there be permitted the accumulation of garbage, trash, or other debris. All garbage, trash, and other debris shall be stored, prior to its quick removal, in sanitary containers and out of the view of neighbors.
21. **OFF STREET PARKING:** Lot owners shall provide off-street parking for each vehicle that is to be kept in the Subdivision and shall use street parking only for temporary and visitor parking directly in front of the owner's lot.
22. **ANIMALS, LIVESTOCK, POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the premises, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and, provided further, that they shall be confined to the premises, and not be permitted to run at large. No steel enclosures or outside kennels shall be permitted.
23. **CLOTHESLINES:** No outside clotheslines shall be permitted.
24. **MAILBOXES:** Mailboxes shall be made of brick. Please contact the Architectural Control Committee for pre approved designs or submit your own design for approval by the architectural control committee.
25. **BUSINESS USE OF PREMISES:** There shall be no business, either retail or wholesale, located on, or conducted out of, the premises, or any building thereon, (except

for Outlots "A," "B" and C,) though a casual, intermittent, and irregular professional business may be conducted out of the residence provided no sign of advertising same is located on any portion of the premises. The following signs are permitted on lots of the Subdivision:

- a) One sign of not more than six (6) square feet on a side, the purpose of which shall be to advertise the premises for sale or rent; and
- b) Signs used by a builder to advertise the premises during the construction and sale period;
- c) Any size or type of sign the Declarant or agents of the Declarant may choose to erect, for the purpose of advertising the sale of lots and/or structures in said Subdivision.

26. **TENNIS COURTS:** No tennis courts are to be constructed on any lot.
27. **ANTENNAES AND MICROWAVE DISHES:** No visible TV or radio antennas or microwave dishes exceeding 2' in diameter are permitted. Microwave dishes not exceeding (2) foot in diameter may be mounted on the rear side of the home's wall or roof and must be located in an inconspicuous location.
28. **FUEL STORAGE TANKS:** No above ground or underground bulk gasoline or fuel oil tanks shall be permitted upon the premises and all exposed fuel storage tanks are prohibited. Underground propane fuel tanks not exceeding 500 gallons shall be permitted provided they meet all Federal, State and Local codes.
29. **COAL, OIL, GAS, AND OTHER MINERALS:** All coal, oil, gas, and other minerals underlying the subject premises, and all rights in favor of same, are reserved to Declarant. All oil and gas drilling, oil and gas development operations, oil refining, quarrying or mining operations, on the surface of the property of the Subdivision of any kind, are prohibited.
30. **MOBILE HOMES:** No mobile or modular homes may be located at any time upon the Premises, with the exception of the Declarant and/or L. J. Schaefer Construction, Inc. for the use of a sales office. This will be kept in an attractive manner and be used only as a sales office until all homes are completed in the subdivision.
31. **LANDSCAPING:** All landscaping must be completed within fifteen (15) months of the start of the construction of the dwelling. Yards may be seeded or sodded. All dwellings must have a minimum of five (5) shrubs and two (2) trees.
32. **FURTHER DIVISION:** No lot in the Subdivision may be further divided or combined with another lot without the written consent of the Declarant.
33. **DURATION:** Each and all of the conditions and restrictions herein contained shall continue to run with the land in "Stonebridge Estates" and shall be binding on all parties

and all persons ever owning or having an interest in said Premises for a period of twenty (20) years from the date on which this Declaration is recorded and shall automatically be extended for successive periods of five (5) years unless changed in whole or part by vote of a majority of the then owners of the lots.

34. **FAILURE TO COMPLY WITH ENFORCEABILITY AND VALIDITY:** Each and every grantee, by accepting any conveyance, or interest in any of said lots of Stonebridge Estates or any part thereof, thereby binds himself or herself, and all the 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 this Indenture, or failure to observance thereof, or failure of compliance therewith, be 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 part thereof, to the offending owner or owners, or person or persons, in possession thereof, it shall be lawful in order that such violations be cured or corrected, or to recover damages therefore, or parts thereof, to institute and prosecute any proceedings at law or in equity against any and all parties involved in such violation or failure to observance, or failure of compliance as aforesaid, including the owner or owners, or the involved lot or lots or any part or parts thereof. It is hereby expressly declared and provided, however, that the Declarant, 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 persons, who may hereafter own or control any one or more of said lots, or any part or parts thereof. (Violators to pay all legal costs for enforcement.)

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 for any other 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 binding 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.

35. **DECLARANTS RIGHTS:** The Declarant reserves the right from and after the recording of this Restrictions Indenture, at any time Declarant is the owner of any lot of the Premises, to amend, modify, revoke, or otherwise change any of the restrictions herein contained by an instrument duly executed by Declarant and recorded at the St. Clair County Recorder's Office.
36. **MODIFICATION OF INDENTURE:** After Declarant is no longer the owner of any lot in the Subdivision, this Restriction Indenture, and every term contained herein (except those affecting the grants and easements) may be modified, amended, or eliminated (Though easements essential to the use of a lot shall not be eliminated.) by the affirmative vote of at least two thirds of the total lots.

IN WITNESS WHEREOF, Stonemark Developments, L.L.C. has caused this Indenture to be duly executed for the uses and purposes therein set forth.

Dated this 22ND day of NOVEMBER, 2004.

STONEMARK DEVELOPMENTS, L.L.C.

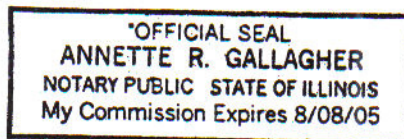
By: Steve R Wilke
Steve R. Wilke, Member

STATE OF ILLINOIS)

COUNTY OF ST. CLAIR

I, the undersigned, a Notary Public in and or said County in the State aforesaid, do hereby certify that Steve R. Wilke, Member of Stonemark Developments, L.L.C., 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 22ND day of NOVEMBER, 2004.



[Signature]
Notary Public

STATE OF ILLINOIS
ST. CLAIR COUNTY

04 NOV 22 PM 1:14

Michael T. Burtis

RECORDER

