2006R64667

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

12/12/2006 09:58AM

DANIEL R. DONOHOO
RECORDER

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REFERS TO LOTS: 3, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, 33, 34, 35, 36, 37, 38, 39 & 40.

*THIS PAGE IS BEING ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING AND MICROFILMING.

TYPE OF DOCUMENT:

RESTRICTIONS FOR
SWISS VALLEY ESTATES SUBDIVISION,
SECOND ADDITION LOCATED NEAR THE CITY of HIGHLAND, IN THE COUNTY OF MADISON, STATE OF ILLINOIS.

Once Recorded Return To: Stonemark Developments, L.L.C.
3500 Lebanon Ave.
Belleville, IL 62221

"SWISS VALLEY ESTATES"
HIGHLAND, IL
SUBDIVISION RESTRICTIONS INDENTURE

WHEREAS, there has been recorded in the Recorder's Office of Madison County, Illinois, on the 1st day of December, 2006, in Plat Cabinet 65 on Page 117, a certain Real Estate Subdivision Plat, (hereinafter the "Plat"), known as "Swiss Valley Estates", (hereinafter the "Subdivision") located near the city of Highland, 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 "Swiss Valley 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 2200 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 2800 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 three (3) car attached garage. All garages shall be side entry garages unless specifically approved by Architectural Control Committee. No multi-family dwellings shall be constructed on any lot.

Amended 6/22/11 Document #2011R22405

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 twenty-five (25) feet from any side property line.

   b) Less than fifty (50) feet from the front property line.

   c) Less than fifty (50) feet from rear property line.

   d) **In addition to the above requirements, the DIMENSIONAL REGULATIONS (set backs) must also comply with the Madison County Development Code. Please contact the County of Madison, State of ILLINOIS for this information before construction to confirm compliance. Please note that Madison County's set backs may be more than those listed above.**

4. **CONSTRUCTION MATERIALS FOR DWELLING:** The exposed wall surface of the dwelling shall be of brick, stone, glass, solid redwood siding, solid cedar siding, vinyl siding, Masonite colorlock siding, or any combination of such. The dwelling must contain a minimum of one-hundred percent (100%) brick and/or stone to be used on the front elevation of any two (2) story or one and one half (1 ½) story home, excluding dormers and/or gables, and one hundred percent (100%) brick and/or stone 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 have one-hundred percent (100%) brick and/or stone, excluding dormers and gables. 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.

   Amended 6/22/11 Document #2011R22405

   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 or vinyl materials must be used for fascia, soffit, gutters, and down-spout with color approval.

   No log homes, earth homes, or modular homes will be permitted.

5. **EXPOSED FOUNDATIONS:** Portions of foundations that are exposed above ground shall be covered with masonry, siding or aggregate to be compatible with the exterior of the Dwelling.

6. **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.

7. **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 an 8" rise to a 12" run (8/12 pitch); no flat roofs shall be permitted. Porch roofs and dormer roofs may have less than an 8/12 pitch if approved by the Architectural Control Committee.

   d) Compatibility with these restrictions.

   e) Any variations to the foregoing standards will be at the sole discretion of the Architectural Control Committee.

   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.

Lot 8 Swiss Valley Estates shall be exempt from the Architectural Control Committee review. The minimum square footage, brick requirements and other restrictions shall still apply to Lot 8 Swiss Valley Estates.

8. **ARCHITECTURAL CONTROL COMMITTEE**: The Declarant hereby names Ryan Cox 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. Lot 8 Swiss Valley Estates shall be exempt from the Architectural Control Committee review. The minimum square footage, brick requirements and other restrictions shall still apply for Lot 8 Swiss Valley Estates.

Amended 6/22/11 Document #2011R22405

9. **SEWAGE TREATMENT AND DISPOSAL:**

a) An individual private sewage plan shall be submitted with the building permit application, where it is demonstrated in the individual private sewage plan that a septic tank with lateral fields will not function in accordance with the private sewage code, then an aerated treatment unit may be installed in accordance with the private sewage code. The plan must be prepared by either a registered engineer or another person who is knowledgeable about soil characteristics, private sewage disposal system design, and State and County private sewage regulations. The plan shall include a plot of the lot, the location of all structures, and the location of all private sewage system components. At least three soil borings must be performed and the results included with the plan. Grade elevations for the finished floor of the structure and the private sewage disposal field must be indicated on the plan. These grades must also be established on the actual lot and maintained during the inspection sequence required by Madison County. See the private sewage plat prepared by Netemeyer Engineering for proposed design.

b) Mandatory service contracts shall be required for all mechanical private sewage treatment systems including A.T.U.'s and drip irrigation system.

c) Curtain drain and aeration unit common collector line maintenance shall be the responsibility of all connected users upstream of the portion being maintained. Any lot owner who has a collector installed in an easement through their lot shall allow users of the collector to maintain the line.

d) Walkout basement excavations may lower the seepage fields to an extent that the developer may want to exclude this type of structure particularly in areas with shared curtain collector lines or in areas where excavation from walkout basements would exclude curtain drain installation. Homes with walkout basements have been known to install laterals below the boring range and prohibit installation of required curtain drains.

e) Lots 9 & 31 have been approved for the use of an aeration system with an absorption trench having an area of 300 square feet. All other lots will be required to install a

subsurface disposal system. Lots 5, 6, 7, 8, 18, 19, 20, 21 & 22 may require tree removal for sewage disposal field installation. All lots require further soil investigation prior to sewage system installation. Contact a soil scientist for more information. Lots 9 & 10 as recorded will require an easement for Lot 11 curtain drain collector line.

10. **LIGHTING – (Subdivision Street Lighting):** Stonemark Developments, L.L.C. will pay all street light invoices as billed from Highland Electric up until December 31, 2008. Thereafter, the Homeowner's Association shall assume and pay the cost of the street lights for the entire subdivision. If, in the event the Homeowner's Association is not formed, each Lot owner shall be responsible to pay for each street light located on their individual Lot. All current and future Lot owners must continue to provide dusk to dawn lighting service as previously written.

11. **HOMEOWNERS and/or LAKE OWNERS ASSOCIATION:** The Declarant may form a homeowners association and/or lake owners association (but is under no obligation to do so) pursuant to this Declaration. In the event the Declarant forms a homeowners and or lake owners association for any reason, then the home and/or lake owner association shall be a not-for-profit corporation under the laws of the State of Illinois and shall be governed as follows:

    a) If formed, and at formation, the homeowners and/or lake owners association will be assigned all the Declarant's duties and obligations with respect to this Declaration, and the home association shall then have the authority under this Declaration.

    b) In determining the amount of the initial and annual assessments, if any, there shall be included in same sufficient sums to pay the various costs and expenses of the home and/or lake association, including but not limited to fees, salaries, equipment, rentals and supplies. Said costs and expenses may be incurred for any legitimate purpose for which the home and/or lake association was created.

    c) The homeowners and/or lake owners association shall determine the amount of each assessment by a simple majority vote.

    d) Each assessment shall constitute a lien on each assessed Lot, and each assessment shall be paid within sixty (60) days of assessment. If an assessment is not paid within said sixty (60) days the home and/or lake association shall have the right to:

        (i) Record a Statement of Lien with the Recorder of Deeds of Madison County, Illinois, and

        (ii) Sue the owners for all amounts due, together with reasonable attorney fees incurred, and

        (iii) Foreclose upon the lien as in the case of other liens.

e) Each Lot of the Subdivision constitutes one vote in determining the number of votes entitled to be counted in member votes taken by the home and/or lake association, and the owners of each Lot are automatic members of the home association once formed. If any Lot is held by co-owners they shall delegate among themselves the party who shall exercise the vote of said Lot, and shall further certify the name of said party to the home and/or lake association.

f) In the event the Declarant does not establish a homeowners and/or lake owners association, at any time after sixty percent (60%) of the homes have been built and are occupied in all the phases of the subdivision, and the Declarant no longer owns any Lot, the Owners of said homes may meet to vote on the establishment of a homeowners and/or lake owners association. Upon the affirmative vote of sixty percent (60%) of the owners, the owners may form a homeowners and/or lake owners association and shall set and determine their own rules of governance, including the assessment, if any, of an annual homeowners and/or lake owners association fee.

g) Notwithstanding anything herein to the contrary, Declarant shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, and all other portions of the property for such purposes until all Lots are sold. Declarant may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Property.

h) In the event a homeowners and/or lake owners association is formed in accordance with the requirements of this section hereof, the homeowners and/or lake owners association shall set and determine such assessments as stated in this section. At no time shall Declarant ever be assessed or be required to pay any type of homeowners association fee.

12. **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.

13. **DETENTION AREA / STORM SEWER STRUCTURES:** Each individual Lot owner shall be responsible for the maintenance of any drainage area, storm system conduit, and/or storm sewer structure located on their Lot in the Subdivision not maintained by a government agency and/or utility company.

14. **LAND USE:** The Premises described in the aforementioned Plat shall be used exclusively for single-family residential purposes.

15. **LAKE AREA RESTRICTIONS:** The lakes constitute separate reserved common areas. These areas are reserved and common and commonly owned by those Lot owners whose properties directly adjoin the lake. The Lot owners of the Subdivision, whose properties

do not directly adjoin the lakes, shall have no right to access or the use of those lakes. The owners of the properties that directly adjoin the lakes shall be jointly and severely liable for the maintenance, upkeep and supervision of the lakes. Said Lot owners agree that they shall not conduct or tolerate any nuisance, noxious or offensive activity to be carried out on the lakes, either by the owner, members of his or her family, guests, tenants or invitees. The owners of Lots that directly adjoin the lakes shall be jointly and severely liable for the maintenance of the lakes so that they do not become a hazard or detriment to the Subdivision as a whole.

Use of lake water for lawn irrigation is not permitted.

Lake Lot owners must be present with any guest for any lake use activity.

Only the use of electric trolling boat motors is permitted. No gas powered motor boats permitted.

Lake Lot owners may have boat docks, but they must be approved by the Architectural Control Committee and can not exceed 350 square foot of walking surface area. Docks must be permanently attached to the shore and shall not project more than 25' from the water's edge.

In the event that a lake owners association is formed, the restrictions and existing rules may be changed with a three-fifths (3/5) majority vote (60%) of the lake Lot owners.

16. **MOTORIZED VEHICLES:** No unlicensed motorized, or unmuffled vehicle shall be permitted to operate anywhere in the Subdivision.

17. **CONSTRUCTION OF DRIVEWAYS & CULVERTS:** All driveways shall be constructed of Portland cement concrete, and/or asphalt. Culverts shall be provided at owner's expense for each driveway entering their Lot of an appropriate size, unless waived by the Township Road Commission.

18. **COMPLETION REQUIREMENTS:** Any dwelling or other structure constructed on said premises must be entirely completed within twelve (12) months from the date on which construction thereof is begun.

19. **CUTTING GRASS:** All Lot owners shall be required to cause their respective Lots to be mowed from May 1st through November 1st of each year, or as additionally required to maintain a lawn height not to exceed twelve (12) inches.

20. **FENCES:** All fences must be pre-approved by the Architectural Control Committee before installation.

    a) No fence shall be placed in the front of any home.

    b) No fence may exceed six (6) feet in height.

c) All fences must be constructed of stone, brick, wood, vinyl, wrought iron or simulated wrought iron (excluding nails and hardware). Chain link fences are not permitted.

d) All fences shall be installed with the good side facing out to your neighbor(s).

e) The homeowner is responsible for any surveying required to assure proper fence locations prior to installation.

f) No fence may extend any farther forward than five (5) feet from the back corner of the home.

g) On corner Lots, no fence shall be installed any closer than thirty-five (35) feet off the street.

h) Swimming pool privacy fencing will be considered on a case by case basis when the pool review is submitted.

i) A site plan showing the location of the home, all Lot lines, all easements, distances between all structures and the lot lines, the location of the proposed fence and gates, a description of the fence materials and a picture of the style of fence must be submitted for approval to the Architectural Control Committee prior to installation.

21. **SWIMMING POOL REQUIREMENTS:**

a) All swimming pools must be in-ground. No exceptions are permitted.

b) All swimming pool construction must be accomplished across your Lot unless you receive written permission to cross the adjoining Lot from that Lot owner.

c) You are required to meet any pool fencing or other pool related ordinances as imposed by all Federal, State, County and Local codes. The Lot owner is responsible for obtaining any approvals, permits, etc. from Madison County and/or local authorities.

d) Any pool houses, pump houses, changing rooms, etc. must be attached to the main residence unless such structures are placed in such a way that they do not create a nuisance to neighbors. The Architectural Control Committee shall determine what constitutes a nuisance. Due to the vast differences in sizes and shapes of the Lots in Swiss Valley Estates, the acceptable locations for pools and other structures may vary from Lot to Lot at the discretion of the Architectural Control Committee.

e) A site plan showing the home, all Lot lines and easements, the proposed location of the pool and pool structures, the distance to all lot lines, and any proposed fencing must be submitted prior to pool construction commencement.

f) Elevations, materials, size, etc. of any pool structure must also be submitted for approval.

22. **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.

23. **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 and/or detached outbuilding.

24. **DETACHED GARAGES & STORAGE BUILDINGS:** All garage and/or detached buildings must follow color and architectural scheme of home, and must have one-hundred percent (100%) brick and/or stone on garage entry elevation and the three (3) side elevations, excluding dormers and gables. The maximum size of any detached building shall not exceed 1,500 square foot.

25. **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.

26. **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.

27. **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.

28. **ANIMALS, LIVESTOCK, POULTRY:** No horses, cattle, pigs, 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.

    Lot 8 of Swiss Valley Estates must comply with all the above of paragraph 28 with one exception: it may board in appropriate housing (not required to be brick) and raise up to one (1) horse per 2 ½ acres. This exclusive provision for horses applies to Lot 8 only. No other Lots are permitted to board and/or raise horses.

29. **CLOTHESLINES:** No outside clotheslines shall be permitted.

30. **MAILBOXES:** All Lot owners' mailboxes shall be as manufactured by Indian Creek Iron Works, and the model shall be Barcelona. Each Lot owner shall be responsible to pay for the mailbox at the time of purchase. Mailboxes will be available through Norm's Bargain Barn, Shiloh, IL and/or the manufacturer. In the event the Barcelona model becomes discontinued by the manufacturer in the future, the Architectural Control Committee shall issue a new mailbox specification at that time.

31. **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, 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.

32. **TENNIS COURTS:** No tennis courts are to be constructed on any lot.

33. **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.

34. **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 1,000 gallons shall be permitted provided they meet all Federal, State and Local codes. No above-ground propane tanks permitted.

35. **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 Stonemark Developments, L.L.C. 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.

36. **MOBILE HOMES:** No mobile or modular homes may be located at any time upon the Premises, with the exception of the Declarant and/or Ryan Cox 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.

37. **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.

38. **FURTHER DIVISION:** No lot in the Subdivision may be further divided or combined with another lot without the written consent of the Declarant.

39. **DURATION:** Each and all of the conditions and restrictions herein contained shall continue to run with the land in all phases of "Swiss Valley Estates" and shall be binding on all parties and all persons ever owning or having an interest in said Premises for a period of fifteen (15) 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 three-fifths (60%) of the then owners of the lots.

40. **FAILURE TO COMPLY WITH ENFORCEABILITY AND VALIDITY:** Each and every grantee, by accepting any conveyance, or interest in any of said lots of Swiss Valley 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.

41. **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 Madison County, Illinois Recorder's Office.

42. **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 three fifths (60%) of the total lots.

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 1st day of December, 2006.

" OFFICIAL SEAL "
KARI M. KALICKI
Notary Public, State of Illinois
My Commission Exp. 01/12/09

Kari M. Kalicki
Notary Public

END OF DOCUMENT

2007R14979

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

03/23/2007 03:32PM

DANIEL R. DONOHOO
RECORDER

REC FEE: 18.00
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PAGES: 3

REFERS TO: OUTLOT "A".

28.00 CK# 1627

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TYPE OF DOCUMENT:

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SWISS VALLEY ESTATES SUBDIVISION,

SECOND ADDITION LOCATED NEAR THE CITY of HIGHLAND, IN THE COUNTY OF MADISON, STATE OF ILLINOIS.

Once Recorded Return To:

Stonemark Developments, L.L.C.
3500 Lebanon Ave.
Belleville, IL 62221

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SUBDIVISION RESTRICTIONS INDENTURE

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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.

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1. All Covenants and Restrictions recorded on December 12, 2006 in Madison County, Illinois under Document Number 2006R64667 filed for Record in the Recorder's Office shall apply to Outlot "A" with the exception of the following paragraphs.

2. For Covenant and Restrictions purposes, Outlot "A" and Lot 4 shall be considered as one lot and that only one home and one out building may be built. All other Covenants and Restrictions shall apply as referenced in Paragraph 1.

3. The lot owner of Outlot "A" and Lot 4 may build over Outlot "A" and Lot 4 adjoining lot lines provided all governmental authorities give written permission to do so along with the Swiss Valley Estates Architectural Committee.

4. **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 Madison County, Illinois Recorder's Office.

5. **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 three fifths (60%) of the total lots.

STONEMARK DEVELOPMENTS, L.L.C.

By: _____
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 20th day of MARCH, 2006.

" OFFICIAL SEAL "
KARI M. KALICKI
Notary Public, State of Illinois
My Commission Exp. 01/12/09

Kari M. Kalicki
Notary Public

PREPARED BY

STONEMARK DEVELOPMENTS LLC
GARY PIERCE
3500 LEBANON AV
BELLEVILLE IL 62221

END OF DOCUMENT

2011R22405 4
2011R22405
STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE
06/22/2011 09:22AM
MATT RICE, RECORDER
REC FEE: 25.00
RHSPS FEE: 10.00

$35.00 ck#2159

AMENDMENT NO. 1
TO SUBDIVISION RESTRICTIONS INDENTURE
FOR SWISS VALLEY ESTATES-2ND ADDITION

WHEREAS, there has been recorded in the Recorder's Office of Madison County, Illinois, on December 1, 2006 as DocumentNo. 2006R62956 in Plat Cabinet 65 on Page 117 a plat of "Swiss Valley Estates-2nd Addition", being a subdivision of the premises shown thereon, said premises being hereinafter referred to as the "Subdivision"); and

WHEREAS, there has been imposed on the Subdivision a Subdivision Restrictions Indenture recorded in the Recorder's Office of Madison County, Illinois on December 12, 2006 as Document No. 2006R64667 (hereinafter referred to as the "Restrictions Indenture"); and

WHEREAS, Stonemark Developments, L.L.C. (hereinafter referred to as the "Declarant") is the owner of one or more lots in the Subdivison; and

WHEREAS, Declarant desires to amend the Restrictions Indenture pursuant to its rights under Section 41 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to the Declarant and other owners of lots in the Subdivision, Declarant hereby amends the Restrictions Indenture as follows:

1. Section 2 is hereby amended to read as follows:

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 2400 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 three (3) car attached garage. All garages shall be side

entry garages unless specifically approved by the Architectural Control Committee. No multi-family dwellings shall be constructed on any lot.

2. Section 4 is revised to read as follows:

CONSTRUCTION MATERIALS FOR DWELLING: The exposed wall surface of the dwelling shall be of brick, stone, glass, solid redwood siding, solid cedar siding, vinyl siding, hardy board siding, or any combination of such. The dwelling must contain a minimum of fifty percent (50%) brick or stone 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 or stone 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 or stone on the first floor elevation (including all inset, outset, porch and return walls from corner to corner) or a minimum design of 50% brick or stone square footage of the wall calculated from the finish main floor (above grade) to the top of the first floor wall height multiplied by the width of the wall (including the lineal footage of all inset, outset, porch and return walls) from corner to corner unless it is on a corner lot in the subdivision.

If it is a corner lot, the side of a single story, one and a half (1 ½) story or two (2) story home facing the street shall always have a minimum of 8' tall brick or stone wall on the first floor side elevation. The side elevation not facing the street is required to have a minimum of 4' tall brick or stone on the first floor elevation (including all inset, outset, porch and return walls from corner to corner) or a minimum design of 50% brick or stone square footage of the wall calculated from the finish main floor (above grade) to the top of the first floor wall height multiplied by the width of the wall (including the lineal footage of all inset, outset, porch and return walls) from corner to corner.

Brick or stone 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/brick or stone color package or covered with an approved siding listed above.

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.

3. Section 8 is revised to read as follows:

ARCHTECTURAL CONTROL COMMITTEE: The Declarant hereby names the managing member of Stonemark Developments, L.L.C. or their assigns, as the Architectural Control Committee for the duration of this Indenture or until such time the Homeowners Association provided for in Section 11 assumes such function. 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. Lot 8 Swiss Valley Estates shall be exempt from the Architectural Control Committee review. The minimum square footage, brick requirements and other restrictions shall still apply for Lot 8 Swiss Valley Estates.

The managing member of developer Stonemark Developments, L.L.C. is designated as the contact person for the Architectural Control Committee's consideration, approval or rejection of construction plans and specifications. Developer's managing member may be contacted by telephone at (618) 558-7102, or in writing addressed to: Stonemark Developments, L.L.C., Attn: Managing Member, 3500 Lebanon Avenue, Shiloh, Illinois 62221.

4. Except as modified herein, the Restrictions Indenture for the Subdivision is confirmed and ratified in every other respect.

"DECLARANT"

STONEMARK DEVELOPMENTS, L.L.C.

By: Steve R Wilke

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, do 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 as the Managing Member of Stonemark Developments, L.L.C., he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of June, 2011.

"OFFICIAL SEAL"
KARI M. KALICKI
Notary Public, State of Illinois
My Commission Expires 1 / 12 / 13

Kari M. Kalicki
Notary Public

My Commission Expires: 1/12/13

This instrument prepared by:

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

After recording mail to:

Steve R. Wilke
Stonemark Developments, L.L.C.
3500 Lebanon Ave.
Shiloh, IL 62221

END OF DOCUMENT