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Monroe County, Illinois  
Jonathan McLean, Recorder

**436540**

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**AMENDMENT NO. 6 TO  
OAK Valley ESTATES  
Phase 1, Plat 1  
PROTECTIVE COVENANTS  
Effective March 1. 2025**

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 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 A dated April 11, 2007 and recorded at the Monroe County, Illinois Recorder's Office on January 14, 2008 as Document No. 320804, and 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, and as amended by Amendment No. 3 dated June 23, 2011 and recorded at the Monroe County, Illinois Recorder's Office on June 23, 2011 as Document No. 349147, and as amended by Amendment No. 4 dated January 28, 2020 and recorded at the Monroe County, Illinois Recorder's Office on February 6, 2020 as Document No. 406054, and as amended by Amendment No. 5 dated December 15, 2021 and recorded at the Monroe County, Illinois Recorder's Office on December 16, 2021 as Document No. 421528 (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 March 1. 2025. as follows:

Section 6, regarding accessory buildings, shall be revised in its entirety 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 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. No accessory building built on any lot shall be smaller than 64 SF, and shall not exceed 600 SF in size. Location and design of any accessory building must be per-approved by Developer, or its assigns. If the adjoining neighbors object to size or location of accessory building, Developer, or its assigns, reserves the right to deny permission to build accessory building.

Section 8, regarding nuisance, shall be revised in its entirety to read as follows:

8. Nuisance: 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 any automobiles, trucks, trailers, boats, campers, tractors or for the keeping and storing of anything that makes the property unsightly.

Section 9, regarding storage, shall be revised in its entirety to read as follows:

9. Storage: No Tractors, recreational vehicles, campers, trailers, or boats shall be parked outside for more than ten (10) consecutive days and no more than ninety (90) days in any calendar year. Exception may be granted with approval by the HOA Board for special circumstances for an allowable period of time. Special circumstances may be but are not limited to; repairs, construction project, yard work, or other occasions for which more than the (10) consecutive days is necessary. Long term parking may be allowed on the dead-end side streets with the permission from the property owners with property frontage on said dead-end side streets and approval of the HOA Board.

Section 17, regarding driveways and sidewalks, shall be revised in its entirety to read as follows:

17. Driveways and Sidewalks: All driveways shall be constructed of Portland cement concrete, asphalt or shall be bricked at the 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, if required, shall be installed at the lot owner's expense along and parallel to all public street frontages prior to completion of the home, and before an occupancy permit may be issued.

The following Oak Valley Estates lot numbers [19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 & 33] are required to install sidewalks along and parallel to all public streets at lot owner's expense. For corner lots, lot owners must install sidewalks on two sides of the lot with public street frontage. Such sidewalks must be installed upon completion of the home and before an occupancy permit may be issued. The width of the sidewalk shall match the width of the existing sidewalks they are connecting to.



The following Oak Valley Estates lots [1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 & 48] shall be exempt, and are not required to install a sidewalk along or parallel to the public street, but may still install a sidewalk at the lot owner's sole discretion, option and expense.

Section 19, regarding fences, shall be revised in its entirety to read as follows:

19. Fencing: All fences must consist of vinyl, iron, aluminum, brick, 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. Good repair includes but is not limited to working condition, damaged or broken post or panels, missing sections, and mold and mildew. Wooden fences of any kind are not permitted. No chain link fences are permitted. All permanent pools must be properly fenced with child-proof gate latches and shall also comply with all Monroe County and State of Illinois codes regarding pool safety requirements. All fences must be pre-approved by Developer, or its assigns in accordance with Section 5 hereof prior to construction.

Section 20, regarding pools, shall be revised in its entirety to read as follows:


20. Pools: Only below ground pools are allowed as permanent pools. No permanent or temporary above ground pools are allowed with the exception of kiddie pools. All permanent below ground pools must be pre-approved by Developer, or its assigns in accordance with Section 5 hereof prior to construction. All permanent pools must be properly fenced with child-proof gate latches and shall also comply with all Monroe County and State of Illinois codes regarding pool safety requirements.

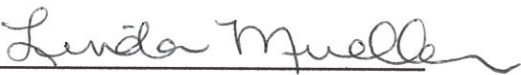
Kiddie pools are to be used temporarily and not left out for extended periods of time as a permanent pool. No framed pools, hard/solid side pools, or pools which have pumps or filters are acceptable for use as kiddie pools. Kiddie pools which are inflatable with water capacity no greater than 250 gallons or plastic baby pools are acceptable for use as kiddie pools.

The above changes were approved by the consent of the Board of Directors of the Oak Valley Waterloo Homeowner's Association

Approved:   
Brian Scharfinghausen, President

Attest:   
Linda Mueller, Secretary

Approved:   
Dennis McIver, Vice President

Attest:   
Linda Mueller, Secretary

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

"OWNER"

STONEMARK DEVELOPMENTS, LLC

By: Steve R Wilke  
Steve Wilke, 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 20<sup>th</sup> day of February, 2025.

Kari Marie Kalicki  
Notary Public

My Commission Expires: 12/17/2028

After recording mail to:

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

