

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

10/12/2006 09:01AM

DANIEL R. DONOHOO
RECORDER

REC FEE: 25.00
RHSPS FEE: 10.00
PAGES: 11

**COVENANTS AND RESTRICTIONS
PLAT RECORDED PC 65 ON PAGE 103**

FOR "SPORTSMANS PARK ESTATES" SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS,

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

See Exhibit A for legal description

25^{ew} ck 7668

NOW THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, proportion thereof, for use and sale, subject to the following covenants, conditions, and restrictions and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, until January 1, 2027 at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the Owners of at least 67 percent of the lots, it is agreed to change said Covenants and Restrictions in whole or in part; until the last lot in the subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned after receiving necessary approvals from the Village of Bethalto. Each lot shall have one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to January 1, 2027 or thereafter, by approving vote of all of the Owners of at least 67 percent of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowner's Association herein below established, in the Recorder's office of Madison County, Illinois. The officers of the developer will be the Architectural Control Committee for each lot in the subdivision until an occupancy permit has been issued on such lot, this is not subject to rescission or amendment unless agreed to by the developer (see item #4). If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns

shall violate or attempt to violate any of the Covenants and Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other person or person owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage.

3. **SIDEWALKS.** The Owner of each Lot shall construct a sidewalk (or sidewalks), on such Lot, when and as required by the Village of Bethalto, at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks), and deliver a letter from the Village of Bethalto approving said sidewalk (or sidewalks) within 60 days of demand, then the Homeowner's Association may complete said sidewalk (or sidewalks) and bill the cost thereof to said Lot Owners; if not paid within 30 days, a lien may be filed, which will then attach to said Lot in the same manner as Section 20 below.

The Village of Bethalto requires that all sidewalks be maintained in accordance with the Village of Bethalto then current subdivision control ordinance by, and at the cost of, the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided; the Village may make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. The Village of Bethalto shall have the power and authority to maintain an action to foreclose upon said lien.

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than Seven and one half (7 1/2) feet from any side lot line, or closer than Twenty-Five (25) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. **The building location is subject to the Village of Bethalto ordinances.**

5. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers or the appointees of the undersigned R.L.P. Development Company, Inc. or its assigns. The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement of any site preparation or construction on any Lot and also to the Village of Bethalto for obtaining proper permits, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor or Construction Company
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas,

- and location of all structures on the Lot;
- F. Landscaping plan;

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The officers of the developer or its appointees will serve as the Architectural Control Committee until the developer specifies, or the sale of 67% of the lots, whichever comes first. Commencing no later than with the sale of 68% of the lots in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot that has had an occupancy permit issued on it. However, the officers of the developer shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these covenants and restrictions on each lot until an occupancy permit has been issued for that lot. At the first such meeting, two members of the Architectural Control Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

6. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted, on any Lot, which has less than 1,650 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half story or two story dwelling shall be permitted, on any Lot which has less than 2,050 square feet of such floor with at least 950 square feet of such space on the first level, (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

<u>Lots</u>	<u>Ranch</u>	<u>2 Story</u>	<u>Minimum 1st Floor Sq. Ft.</u>
1-3	1,650 Sq. Ft.	2,050 Sq. Ft.	950 Sq. Ft.
29-81	1,650 Sq. Ft.	2,050 Sq. Ft.	950 Sq. Ft.
127-129	1,650 Sq. Ft.	2,050 Sq. Ft.	950 Sq. Ft.

(For informational purposes only): Owners of Lots included within future phases of Sportsmans Park Estates will be members of the Homeowners Association referred to in these Covenants and Restrictions. Lots numbered 4-28, 82-126, and 130-155 are anticipated to have Dwelling Size Requirements of no less than 1,650 square feet for a ranch style dwelling and 2,050 square feet for a 2-story dwelling. Developer reserves the right to amend said anticipated Dwelling Size Requirements or other provisions relating to each said future phase of Sportsmans Park Estates at any time prior to the sale of 80 percent of the Lots in each such phase or until ten years have elapsed after the first Lot in each such phase is sold, whichever is earlier.

No recreational apparatus of any kind shall be allowed in the front yard of any Lot nor on the side yard up to the rear of the dwelling structure, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar

devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. **No above ground pools will be permitted.** Basketball goals will be allowed, provided they are freestanding of the residential structure. Type and style of basketball goals must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior wall of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, vans, boats, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Control Committee.

No retail business of any kind shall be permitted in the Subdivision, nor any other business except home offices not open to the public which are permitted under the ordinances of the Village of Bethalto.

Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but shall be located at least 20 feet from any Lot line.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision and the applicable Village of Bethalto ordinances.

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish type, style and location must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. **GARAGE REQUIREMENTS.** Each Lot with a dwelling shall have a garage fully

capable of housing a minimum of three (3) automobiles. All buildings, including garages, shall be attached to the dwelling structure. The Architectural Control Committee may at its designation exempt any lot from the three (3) car garage requirement. Any lot exempted from the three (3) car garage requirement will be required to have a garage fully capable of housing a minimum of two (2) automobiles. The Architectural Control Committee shall not exempt more than 50% of the Lots from the three (3) car garage requirement per phase of the subdivision.

A paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete, brick or stone and subject to the Village of Bethalto requirements.

Driveways must be located in agreement with the Village of Bethalto then current ordinances.

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

9. BRICK and EXTERIOR WALL REQUIREMENTS. The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **Brick, brick veneer, or stone is required on at least 25% of the front exterior wall surface (excluding windows and doors).** The balance of the exterior walls may be natural wood siding, cement board, aluminum type siding, premium grade vinyl siding gauge 0.42 or better; or a combination thereof approved by the Architectural Control Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

10. FENCE REQUIREMENTS, EASEMENTS, AND MAINTENANCE:

- A. Drainage Easements: A permanent, non-exclusive easement has been reserved for and granted to the Village of Bethalto, Madison County, Illinois, in, upon, across, over, under, and through the areas shown and labeled "Drainage Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, ditches, swales, catch basins, culverts, piping, and without limitation such other installations as may be required to provide for drainage of surface water from, to, or through the subdivision, and such other appurtenances and additions thereto as said City may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said City to cut down, trim, or remove any soil, silt, trees, shrubs, other plants or appurtenances or

structures that interfere with the operation of or access to said drainage ways, in, on, upon, or across, under, or through said "Drainage Easement." **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping shall be placed on said "Drainage Easement" that then or in the future interfere with the aforesaid uses and rights.** Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"

Any wall, fence or fencing constructed or erected within or upon any type of easement other than a drainage easement shall comply with the provisions of Section 10(C) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

- B. Utility Easements: A permanent, non-exclusive easement has been reserved for and granted to the Village of Bethalto, Madison County, Illinois, and to those public utility companies operating in the Village of Bethalto, in, upon, across, over, under, and through the areas shown and labeled "Utility Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, sanitary sewers, storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, all manholes, hydrants, pipes, connections, catch basins, wire, conduit, and without limitation, such other installations as may be required to furnish public utility service to or through the subdivision, and such other appurtenances and additions thereto as said City and utilities may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said City and utilities to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers or, without limitation, utility installations in, on, upon, or across under, or through, said "Utility Easement." **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping shall be placed on said "Utility Easement" that then or in the future interfere with the aforesaid uses and rights.** Where a "Utility Easement" is used for water, storm, or sanitary sewers, other utility installations shall be subject to the prior approval of the said City so as not to interfere with or cause damage to these systems. Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"
- C. Other Fence Construction: No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot nor on the side yard up to the rear of the dwelling structure, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. **No wall, fence or fencing over 5 feet in height shall be allowed on any Lot** (without permission of the Architectural Control Committee), nor shall any wall, fence or fencing be located closer than one foot to any Lot line. All walls, fences and fencing shall be wood, vinyl coated, or professionally

constructed wrought iron construction and **shall be white in color** with one exception which is that professionally constructed wrought iron may also be black in color and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence or fencing shall be permitted. All walls, fences, and fencing must be submitted to, and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of the foregoing Sections 10(A) 10(B) or 10 (C) shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as a waiver of any subsequent violation or vary the terms of these provisions.

If Village of Bethalto zoning ordinances on fencing around in ground swimming pools is changed and these covenants as they currently exist will not meet the changed zoning requirement then the covenants will automatically be changed to adopt the minimum change required to bring them in compliance with the new zoning ordinance..

ALL FENCES SHALL BE WHITE UNLESS THE ARCHITECTURAL CONTROL COMMITTEE PROVIDES A WRITTEN VARIANCE, EXCEPT FOR PROFESSIONALLY CONSTRUCTED BLACK WROUGHT IRON FENCE.

11. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) ARCHITECTURAL GRADE SHINGLES OR BETTER.** Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. **NO 3 TAB SHINGLES ARE PERMITTED.** All roofs must have a **MINIMUM OF A 6/12 PITCH.**

12. **MAIL BOX AND YARD LIGHT.** All Lot Owners will be required to install **MATCHING MAILBOXES and FRONT YARD LIGHT,** which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the Lot Owner.

13. **LIVESTOCK AND PETS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

14. **SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the rear wall of the dwelling unit will be **landscaped with grass sod.** The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

Each property Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that

the Lot will always present a neat and attractive appearance. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

15. **CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.** During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

The burning of any material outside of any dwelling house shall be prohibited, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the Village of Bethalto.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto adjoining property or public right of way. Neither shall the owner or occupant of any Lot or parcel of land in the Subdivision alter the topography, grade, or elevation of a Lot or parcel of land so as to trap or dam flowing water or alter any area of natural drainage so as to prevent the flow of water across the lot or parcel of land so owned or occupied. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter down spouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lot or lots.

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the Village of Bethalto is issued.

16. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

17. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

18. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision.

19. **EASEMENTS.** Easements for installation, construction, reconstruction and

maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the Subdivision. No building, fence, landscaping or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

20. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of subdivision common areas and common areas used as green space, street, boulevards and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by these Covenants and Restrictions, or established by the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having one vote to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessments against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Lot or Lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Lot or Lots. The owners of each Lot shall collectively own one share in the Homeowners Association.

R.L.P. Development Company, Inc. shall be entitled to cast one vote for each lot that it owns in the subdivision. R.L.P. Development Company, Inc. will be assessed annually a maximum of \$50.00 per finished unsold lot it owns.

21. **HOMEOWNERS ASSOCIATION.** By January 1, 2009, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of R.L.P. Development Company, Inc. The homeowners association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Sportsmans Park Estates Homeowners Association, (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, outlots, boulevards, easements, common areas and common areas used as green space, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2009. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

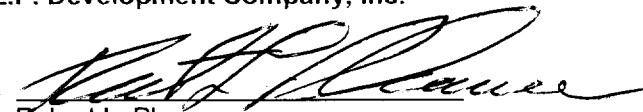
Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the Village of Bethalto in writing, the Village of Bethalto shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association or both.

The initial homeowners association dues will be \$100.00 per lot per year. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 or each year. R.L.P. Development Company, Inc. may be assessed annually no more that \$50.00 per finished unsold lot it owns.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned has set its hand and seal this 10th day of October, A.D. 2006.

R.L.P. Development Company, Inc.

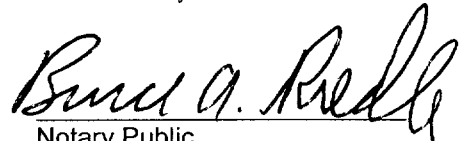
By: 
Robert L. Plummer,
President/Secretary

STATE OF ILLINOIS
COUNTY OF MADISON

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **ROBERT L. PLUMMER**, personally known to me to be the President/Secretary of the Corporation which signed the foregoing document, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial seal this 10th day of October, A.D. 2006.




Notary Public

Prepared by and mail to:
Ronald D. Lowery
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025
618-656-5701 Ext. 127

EXHIBIT "A"

LEGAL DESCRIPTION – SPORTSMANS PARK – PHASE 1

A tract of land in Section 2 of Township 5 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of said the Northwest Quarter of the Northeast quarter of Section 34;
thence along the East line of the Southwest quarter of the Northeast Quarter of Section 2, *South 02 degrees 35 minutes 40 seconds East a distance of 1497.49 feet* to a point;
thence *South 87 degrees 42 minutes 48 seconds East a distance of 90.39 feet* to a point;
thence *South 00 degrees 57 minutes 44 seconds East a distance of 668.63 feet* to a point;
thence *South 89 degrees 02 minutes 16 seconds West a distance of 109.82 feet* to a set iron pin at the **Point of Beginning** of the tract herein described;
thence *South 00 degrees 57 minutes 44 seconds East a distance of 439.39 feet* to a set iron pin;
thence *North 63 degrees 43 minutes 19 seconds West a distance of 191.29 feet* to a set iron pin;
thence *North 65 degrees 50 minutes 42 seconds West a distance of 74.37 feet* to a set iron pin;
thence *North 86 degrees 03 minutes 20 seconds West a distance of 119.26 feet* to a set iron pin;
thence *South 03 degrees 56 minutes 40 seconds West a distance of 9.14 feet* to a set iron pin;
thence *North 86 degrees 03 minutes 20 seconds West a distance of 439.34 feet* to a set iron pin;
thence *North 52 degrees 03 minutes 08 seconds West a distance of 281.12 feet* to a set iron pin;
thence *North 79 degrees 33 minutes 51 seconds West a distance of 282.83 feet* to a set iron pin;
thence *South 10 degrees 26 minutes 09 seconds West a distance of 218.76 feet* to a set iron pin on the east right of way line of F.A. Route I-255;
thence along said east right of way line, *North 38 degrees 59 minutes 45 seconds West a distance of 1173.82 feet* to a set iron pin;
thence along a curve to the right, *having a radius of 5093.55 feet for an arc distance of 213.01 feet, also having a chord bearing of North 37 degrees 47 minutes 53 seconds West for a chord distance of 212.99 feet* to a set iron pin;
thence leaving said Illinois Route 255 right of way line, *North 41 degrees 45 minutes 37 seconds East a distance of 39.29 feet* to a set iron pin;
thence *North 54 degrees 35 minutes 47 seconds East a distance of 699.98 feet* to a set iron pin;
thence *North 54 degrees 45 minutes 20 seconds East a distance of 217.64 feet* to a set iron pin;
thence *South 22 degrees 46 minutes 09 seconds East a distance of 188.72 feet* to a set iron pin;
thence along a curve to the left, *having a radius of 120.00 feet for an arc length of 27.49 feet, also having a chord bearing of South 29 degrees 19 minutes 54 seconds East for a chord distance of 27.43 feet* to a set iron pin;
thence *South 35 degrees 53 minutes 39 seconds East a distance of 636.73 feet* to a set iron pin;
thence along a curve to the right, *having a radius of 180.00 feet for an arc length of 145.55 feet, also having a chord bearing of South 12 degrees 43 minutes 45 seconds East for a chord distance of 141.62 feet* to a set iron pin;
thence *South 10 degrees 26 minutes 09 seconds West a distance of 329.10 feet* to a set iron pin;
thence *South 79 degrees 33 minutes 51 seconds East a distance of 174.45 feet* to a set iron pin;
thence *South 52 degrees 03 minutes 08 seconds East a distance of 240.76 feet* to a set iron pin;
thence *South 86 degrees 03 minutes 20 seconds East a distance of 97.90 feet* to a set iron pin;
thence *South 03 degrees 56 minutes 40 seconds West a distance of 38.73 feet* to a set iron pin;
thence *North 89 degrees 02 minutes 16 seconds East a distance of 153.31 feet* to a set iron pin;
thence *North 00 degrees 57 minutes 44 seconds West a distance of 36.47 feet* to a set iron pin;
thence *North 89 degrees 02 minutes 16 seconds East a distance of 383.66 feet* to the **Point of Beginning** of the tract herein described. Said tract contains 33.032 acres, more or less.

END OF DOCUMENT