

~~Amend~~
369115 R
MACOUPIN CO. IL

99 APR 21 PM 1:51
JOHN SARACCO, RECORDER

1052 255

**AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS**

FOR STONE CREEK

KNOW ALL MEN BY THESE PRESENTS,
That Whereas, R.L.P. DEVELOPMENT COMPANY, INC.,
an Illinois Corporation, is the Owner of the following
described real estate, to wit:

Lots 1 - 33 and outlots B and C in Stone
Creek subdivision as shown in Plat
~~Book D~~ on ~~Page 1~~ in Macoupin *Slide 44*
County Recorders Records and any lots
in future additions to Stone Creek
subdivision.
Cabinet D Drawer 1 Slide 44

The original covenants and restrictions that this is amending and restating were for
"Miller Drive Phase II" previously recorded January 30, 1998, as document numbers 0872 123
through 0872 130.

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 parties and all persons claiming under them, until March 1, 2017, at which time said Covenants and Restrictions shall be automatically be 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or in part; until the last Lot in the Subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to March 1, 2017, or thereafter, by approving vote of all of the Owners of at least 67 percent of the Lots, which shall be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 hereinbelow established, in the Recorder's office of Macoupin County, Illinois. 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. **The Owner of each Lot shall construct a sidewalk** (or sidewalks) on such Lot. The sidewalk must be installed per the specifications of the City of Staunton and if the City does not have specifications, then the developer will provide the specifications. The sidewalk will be installed at the Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks), and deliver a letter from the City of Staunton 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.

3. **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 ten (10) feet from any side lot line, or closer than thirty (30) 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. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

4. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers of the undersigned R.L.P. Development Company, Inc. (Hereinafter called the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, and also to the City of Staunton 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;

The Architectural 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 above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of death, dissolution or resignation of said initial member while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Committee until all Lots in the Subdivision are sold. Commencing with the sale of the last of Lots in the Subdivision, the Homeowners Association hereinbelow described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural 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.

5. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted, on any Lot, which has less than 1350 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 1700 square feet of such floor space, with at least 850 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.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted 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. Basketball courts will be allowed, provided they are freestanding of the residential structure. Type and style of basketball courts 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 done thereon which 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, 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 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 City of Staunton.

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.

6. **SWIMMING POOL REQUIREMENTS.** Prior to the installation of any swimming pool, the Architectural Control Committee/Homeowners Association must approve the layout and provide written authorization of same.

The Architectural Control Committee/Homeowners Association will not approve any pool plan without as part of the plan, a letter or permit from the City of Staunton showing that the City has approved the plan.

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 two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

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 Committee. The paving materials of all parking areas, driveways, and turnarounds shall be portland cement concrete, brick or stone. Asphalt, rock, gravel or similar are not allowed.

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

9. **BRICK 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, tar paper, 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. **The front exterior wall surface (or surfaces) of all homes shall be constructed of brick or brick veneer or stone over at least twenty five percent (25%) of the area** (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished masonite type siding, aluminum siding, vinyl siding, or a combination thereof approved by the Architectural Committee. All exterior portion 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.** No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot, nor 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, fences or fencing over 5 feet in height shall be allowed on any Lot.** 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 or professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. **ALL FENCES MUST BE WHITE. 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 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.

11. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT 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. All Lot Owners will be required to purchase and install **MATCHING MAILBOXES AND FRONT YARD LIGHTS.** The Developer will keep a sample of the mailbox and front yard light required. 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 entire yard area must be seeded and strawed. If weather conditions prevent the laying of seed and straw, then within 90 days of initial occupancy, the yard must be seeded and strawed 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.

Each property owner shall be required to spend a minimum of \$1,000.00 on landscaping exclusive of the amount spent for grass sod or grass seed and straw.

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 City of Staunton.

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. 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 downspouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer.

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.

This section does not apply to Marathon Ashland Pipe Line LLC or its assigns to the extent that Marathon Ashland Pipe Line LLC is allowed to continue operating in the easement area that it owns.

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 abovementioned recorded plat of the Subdivision. No building 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 dues will be set and assessed and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, detention basins, drainage and entrance improvements, any amenities in the Subdivision for the use of Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. Annual assessments shall

be established by majority vote of the Lot owners, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot, at the first meeting of 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 Macoupin County, Illinois; if such notice is not 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 lien.

The initial Homeowners Association dues will be \$100.00 per year and will be collected at the closing. The developer will pay \$50.00 per developed and unsold lot per year.

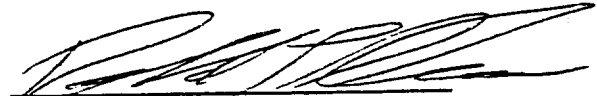
21. **HOMEOWNERS ASSOCIATION.** By August 1, 1999, a Homeowners Association will be formed. The initial directors and officers of the homeowners association will be the officers of R.L.P. Development Company, Inc. The homeowners association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Stone Creek 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, easements, common areas and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association. 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.

Outlot A will be conveyed to the City of Staunton. Outlots B and C will be conveyed to the Homeowners Association.

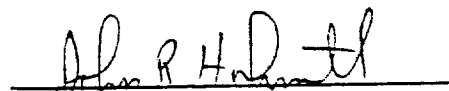
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned have set their hands this 16th day of APRIL, A.D. 1999.

R.L.P. DEVELOPMENT, COMPANY, INC.

By: 
Robert L. Plummer,
President/Secretary

Approved by City of Staunton on this 16th day of April, 1999.

By: 
Mayor, City of Staunton, Illinois

STATE OF ILLINOIS

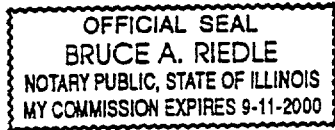
COUNTY OF Madison

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 16th day of April, A.D. 1999.



Bruce A. Riedle
Notary Public

★ End of Document ★

RETURN TO:

R.L.P. DEVELOPMENT, INC. ✓
514 E. VANDALIA
EDWARDSVILLE IL. 62025

Pol 1200