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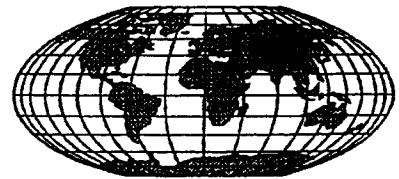
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**STONEBRIDGE WOODS SUBDIVISION  
COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENT, that JOSEPH E. OSBORN and DONALD P. OSBORN, d/b/a OSBORN DEVELOPMENT, a partnership, are the owners of the following described real estate, to wit:

Lots numbered 1 thru 27 "STONEBRIDGE WOODS SUBDIVISION", a subdivision according to the plat of same recorded in Plat Cabinet 62 at Page 96, in the Recorder's Office of Madison County, Illinois, hereafter referred to as the "SUBDIVISION". And future Lots numbered 28 thru 43 "Stonebridge Woods, First Addition".

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, or portion 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 December 31, 2021, at which time said Covenants and Restrictions shall automatically be extended for successive periods of (10) ten years, unless at that time the majority of the then owners of the lots shall agree to change or modify the Covenants in whole or in part.

However, notwithstanding the foregoing, these Covenants and Restrictions may from time to time be altered or amended by the concurrence in writing of two-thirds (2/3) of the owners of record of the lots in said subdivision providing however, no changes shall be made without the concurrence of the Dedicators hereof as long as the Dedicators own any lots subject to this plan.

Modification or amendment to said Covenants and Restrictions shall be effective upon recording of same together with an affidavit certifying said vote be the secretary of the Homeowners Association, in the Recorder's Office of Madison County, Illinois.

Should the Declarants, their heirs, successors, personal representatives, or assigns violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and the power and authority is hereby given to any other person or persons owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting direct or consequentially from such violation, together with expenses, court costs, any attorneys' 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 for no less than 2 cars.

### 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 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 the purposes of these Covenants and Restrictions. For purposes of these Covenants and Restrictions, caves, 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 the building, on a lot, to encroach upon another lot. All buildings and structures shall meet all requirements of the building codes, ordinances, and regulations of the Village of Maryville.

### 4 PLANS AND SPECIFICATIONS

No building, fence or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, change or alteration therein be made except upon written application to the Architectural Control Committee of the Stonebridge Woods Homeowners Association (herein called the "Architectural Control Committee"). For permission to erect the same and until the plans and specifications showing the nature, kind and shape, height, materials, exterior appearance and location of the same, lot elevations and site plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, according to guidelines to be formulated thereby and until a copy of such plans, specifications, and plot plan as finally approved is deposited for permanent record with the Architectural Control Committee. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. Joseph E. Osborn and Donald P. Osborn, are hereby appointed the initial members of the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without any pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to and during construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants, and counsels as they deem necessary in the performance of their duties. No member of The Architectural Control Committee shall be personally liable for negligence for injury to person or damage 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, or until their successors are elected by the Homeowners Association, whichever is later, and in the event of death or resignation of either said initial members while holding such office, the survivor of them shall have the right to name a replacement member. Commencing with the sale of the last of the Lots above described, the Homeowners Association shall elect the members of the Architectural Control Committee at its annual meeting. At the first such annual meeting, two members of the new Architectural Control Committee shall be elected, who hold office for respective periods, according to their election, for 1 and 2 year terms, and at subsequent annual meetings, their successors shall be elected for 2 year terms, to replace the member 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.

### 5 DWELLING SIZE AND MISCELLANEOUS

A. No one-story dwelling shall be permitted on any lot which has less than 2,000 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 2,200 square feet of such floor space, with at least 1100 square feet of such space on the first floor. The character and design of garages must conform to the character and design of the dwelling structure. Architectural Control Committee reserves the right to establish all elevations for all homesites and all setback lines.

B. Brick shall be required on at least 40% of the front elevation and on each of the two sides or 100 % total on front elevation. Any alternate combinations will be at the discretion of the Architectural Control Committee as long as total square footage of brick is satisfied. All retaining walls must be covered with materials approved by the Architectural Control Committee. Exposed foundations shall be covered with masonry, siding, aggregate finish, or approved by the Architectural Control Committee.

C. All roofs shall be wood shingle, imitation wood shingle, heavy textured fiberglass or asphalt shingle. Roof pitch must be at least 8 and 12. All roof designs must be approved by the Developer/Architectural Control Committee.

D. Mailboxes. Will be supplied by developer and will remain the property of the Association. All subsequent mailboxes shall conform to the original design and will be at the owner's expense. Newspaper boxes cannot be erected for delivery of papers.

E. 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 at any point toward the front line, past a line drawn parallel with and intersecting the front dwelling structure. The Architectural Control Committee shall have absolute discretion to decide what is a front or side yard, and to approve, or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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

G. No Lot or driveway, outside the exterior walls 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.

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

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

J. Each Lot shall have a garage fully capable of housing a minimum of two automobiles and 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 owner's lot.

K. 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, no lawn buildings, garbage cans, above ground swimming pools or visible clothes lines be allowed.

L. 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.

M. No piece or part of any platted building Lot in the subdivision may be sold, except if said piece or part is sold to an adjoining Lot owner, in which case it becomes an integral part of that Lot and subject to the same restrictive covenants herein stated. No Lot shall ever be used or sold for road purposes except by the developer.

N. 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. Exterior satellite dishes may not exceed 24 inches in diameter and must be approved by the Architectural Control Committee.

O. No business of any kind shall be permitted in the Subdivision, except any such home occupation as is permitted under the ordinances of the Village of Maryville.

P. No wall, fences or fencing of any kind shall be erected, placed nor maintained nearer than 40 feet from the street curb of any Lot. No wall, hedges, fences or fencing over 4 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be vinyl construction and be subject to the conditions hereinbelow set out for materials. No galvanized, wire, or metal wall, fence or fencing shall be permitted. Professionally constructed wrought iron fences must be approved by the Architectural Control Committee.

Q The undersigned, and the Homeowners Association, shall have the right, but not the obligation, to install amenities in the Subdivision, including, but not limited to, tennis, badminton, volleyball, racquetball, and handball courts

#### **6 LIVESTOCK AND PETS**

No animal of any kind may be kept, bred or maintained for any commercial purpose

#### **7 CONSTRUCTION OF RESIDENCE, MAINTENANCE OF PROPERTY**

A 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, shall be the responsibility of the owner of any Lot upon which such work is being performed.

B 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.

C The burning of any material outside any dwelling house shall be prohibited.

D 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 anyway that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right of way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls.

#### **8 OIL AND MINING OPERATIONS**

No oil drilling, oil 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 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 be erected, maintained or permitted on any Lot.

#### **9 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 garage of a dwelling house, except on collection days when said sanitary containers may be placed near the platted streets for collection.

#### **10 SIGNS**

No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, 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.

#### **11 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 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.

**12. DEDICATION OF LAKE**

A Declarants hereby grant a non-exclusive easement to the assignees and successors in title of Lots 1 thru 7 for the use of the lake designated on the plat of the subdivision, as the lake is presently located, with the use of said lake to be shared with the owners and assignees of those other lots located thereon, use to be restricted to the lot owners, their heirs, successors and assigns, and their non-paying guests, but shall not be used for any commercial purpose, said easement to be perpetual and run with the land. No gasoline engines will be permitted to be used on or in the lake and the only motors allowed for such use shall be electric trolling motors. The ownership of such perpetual easement and interest shall only pass with title to each respective lot to which it is attached and may not be partitioned nor may the easement or any part thereof be otherwise assigned. Upon the sale of any lot, the ownership of an undivided proportional interest therein shall pass to such purchasers, and no easement or right to use the lake may be sold separate or apart from the sale of any lot.

B The reasonable cost of maintenance of the lake described above and the dam, spillways and other necessary appurtenances to said lake shall be shared equally among all owners of lots abutting the lake, including the owners of lots identified in Paragraph 12 above and the owners of certain other lots identified in a "Grant of Easements and Declaration of Restrictions, Mueller Estates" as recorded in Book 3035 Page 1861 in the Recorder's Office of Madison County, Illinois. Each of the lots in both subdivisions abutting said lake shall be subject to a lien for its pro-rata share of said maintenance costs. Any such assessment against the lot shall be the personal obligation of each owner of the lot at the time of assessment and shall become a lien upon the filing of a notice thereof in the Recorder's Office of Madison County, Illinois on or before March 1 of the year following such assessment.

C The maintenance and use of the lake shall be controlled by an association formed through a not for profit corporation of lot owners abutting the lake after 90% of the total lots in the subdivision abutting the lake have been sold by the undersigned, but not later than December 21, 2021. It shall be vested with all powers, duties and responsibilities set out in these covenants and restrictions and as provided by law, with majority rule prevailing, and the association when formed shall adopt necessary by-laws. Annual assessments shall be established by majority vote of the lot owners, with each lot having one vote. The share of each lot owner shall be proportional to the total number of lots abutting the lake. Assessments shall be due and payable within thirty (30) days of assessments. Any unpaid assessment may result in a lien as provided above.

D The covenants and restrictions with regard to lots abutting the lake may only be changed, in whole or in part, or rescinded by an instrument signed by all the owners of all the lots abutting the lake and thereafter filed in the Recorder's Office of Madison County, Illinois.

**13. ADDITIONAL GOLF COURSE RESTRICTIONS**

Lots 12 thru 18 and 21 thru 27 are hereby designated as Golf Course Lots. Whereas the afore described Lots are adjacent to a Golf Course and incidental to the use of said Golf Course the likelihood exists that golf balls may be driven or otherwise propelled onto said Lots. The Grantors have hereby added to these Covenants and Restrictions the following restrictions herein imposed which shall be binding upon Grantees, Owners, heirs, successors, and assigns and which shall be appurtenant to and run with the land hereinabove described, as follows:

A. The right and perpetual easement are hereby granted to any and all users of the Golf Course to go upon any and all Common Properties and/or Lots as may be necessary in connection with their usage and utilization of the Golf Course, including but not limited to the retrieval of golf balls, golf clubs and golf equipment. Each and every owner, its principals, shareholders, partners, invitees and guests and all other persons using, enjoying, or occupying any Lot or common properties, without further action on the part of such person, by actual and/or constructive notice hereof, does hereby release and hold harmless Grantors, the Architectural Control Committee, Stonebridge Partners LLC, the Homeowners Association and their respective officers, directors, successors, assigns, agents, employees, affiliates, licensees, tenants and patrons (including but not limited to Golf Course patrons) from and against any and all claims, demands and/or liabilities for damages to real or personal property or injury or death resulting in any way from the construction, operation, management, repair, use or utilization of the Golf Course Site and/or Golf Course.

B Within 50 feet of the Golf Course Site there shall be no building, fence, driveway, hedge or structure or improvement of any sort commenced, erected, or maintained, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any lot be made, until all plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location of the same, entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by Stonebridge Partners LLC or its assignees. All decisions rendered by Stonebridge Partners LLC shall be deemed final. All such requests shall be made in writing and delivered to Stonebridge Partners LLC or its designated agents or assignees. All requests for approval submitted to Stonebridge Partners LLC shall be deemed automatically approved if no response is given within sixty (60) days of making submissions.

C Anything to the contrary herein notwithstanding, including but not limited to Paragraph C above, no fencing of any type shall be erected or maintained on any portion of the Properties without prior approval of Stonebridge Partners LLC. Such fencing shall only be approved for such Lots, or portions thereof, as may be required by appropriate governmental authorities, or as may be required in the opinion of Stonebridge Partners LLC, because of particular physical characteristics of the subject Lot or its surrounding property which tend to make such proposed fencing necessary or desirable, and/or for safety or health reasons.

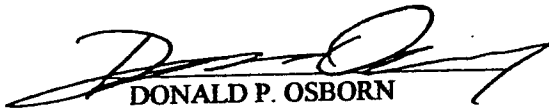
#### 14. ASSESSMENTS

Annual and special assessments may be established or levied against each Lot and its' owner for maintenance of street and entrance landscaping. Subdivision fences, berms, drainage and entrance improvements, any amenities in the Subdivision of and for the use of the 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 that Lot, at the first meeting of the Homeowners Association after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, joint 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 lien.

#### 15. HOMEOWNERS ASSOCIATION

After 90% of the total lots in the Subdivision have been sold by the undersigned, or before December 31, 2021, whichever is sooner, the "STONEBRIDGE WOODS HOMEOWNERS ASSOCIATION", shall be established as a non-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law; the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association. The owners of each Lot shall collectively own one share in the Homeowners Association. The Homeowners Association shall from time to time adopt By-Laws for its' constitution, operation and deliberations in conformity with these Covenants and Restrictions. 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 By-Laws adopted by the Homeowners Association.

IN WITNESS WHEREOF, the said Joseph E. Osborn, and Donald P. Osborn, d/b/a Osborn Development, a partnership, have executed this instrument at Collinsville, Illinois this 30 day of August, 2000.

  
DONALD P. OSBORN

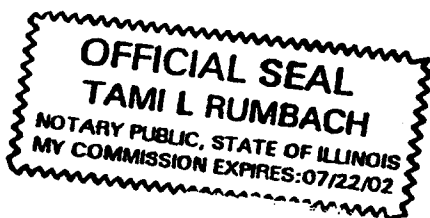
  
JOSEPH E. OSBORN

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for the said County, in the State above, DO HEREBY CERTIFY THAT JOSEPH E. OSBORN and DONALD P. OSBORN, d/b/a OSBORN DEVELOPMENT, a partnership, being the owners in fee and developers of "STONEBRIDGE WOODS SUBDIVISION" and personally known to me to be the same persons whose names are subscribe to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of August, 2000.

  
NOTARY PUBLIC



**END OF DOCUMENT**