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Donald P. Osborn  
RECORDER

Abstract R Title Inc.  
Madison County, Illinois

19.00

**COVENANTS AND RESTRICTIONS  
STONEBRIDGE FARMS SUBDIVISION**

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

Lots 19 and 20 "STONEBRIDGE FARMS SUBDIVISION", a subdivision according to the plat of same recorded in Plat Cabinet 59, at Page 183, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION".

Lots 68,69,70, & 71 "STONEBRIDGE FARMS SUBDIVISION FIRST ADDITION", a subdivision according to the plat of same recorded in Plat Cabinet 59, at Page 184, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION".

and future Lots numbered 88 thru 93 "STONEBRIDGE FARMS SUBDIVISION, SECOND ADDITION".

KNOW ALL THESE MEN BY PRESENTS, that TODD JOHNSON is the owner of the following described real estate, to wit:

Lot 16 "STONEBRIDGE FARMS SUBDIVISION", a subdivision according to the plat of same recorded in Plat Cabinet 59, at Page 183, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION".

KNOW ALL THESE MEN BY PRESENTS, that GABRIEL and SUE HALE, are owners of the following described real estate, to wit:

Lot 21 "STONEBRIDGE FARMS SUBDIVISION", a subdivision according to the plat of same recorded in Plat Cabinet 59, at Page 183, in the Recorders Office of Madison County, Illinois, hereinafter referred to as the "SUBDIVISION".

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, 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, 2016, at which time said Covenants and Restrictions shall automatically be extended for successive periods of (10) ten years, unless at the 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 charges shall be made without the concurrence of the Dedicators hereof so 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 directions, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to directly or consequently 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 will 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 not less than 2 cars.

#### **3. BUILDING LOCATION**

No building shall be located on any Lot nearer than 25 feet to the front property line, (35 feet from the concrete street), or nearer than 25 feet to any side street line, (35 feet from the concrete street). No building shall be located nearer than 10 feet to the interior Lot line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot line. For purposes of these Covenants and Restrictions, 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 enroach 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**

Plans and specifications for each dwelling to be construed, showing location of the dwelling on the Lot, landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surface and all other construction details and materials which are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of the Stonebridge Farms Homeowner Association (hereinafter called the "Architectural Control Committee") for written approval, before construction is started. 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 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 trespassing thereby, and may enter into contracts and employ agents, servants, and counsel as they deem necessary in the performance of their duties. 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 Stonebridge Farms 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 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 1,400 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 1,600 square feet of such floor space, with at least 830 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.
- b. 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 lot 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.
- c. 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.
- d. 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.
- e. 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, no shall any structure of a temporary character be used as a residence.
- f. 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.

g. Each Lot shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.

h. 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 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 or visible clothes lines be allowed.

i. 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.

j. 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.

k. No exterior antennas other than those attached to a residence of the size and type commonly used for the reception of local television signals shall be permitted. No citizen's band, short wave or ham radio antennas shall be permitted. A satellite television dish receiver if used shall be the wire mesh see through type, dark in color. No receiver shall be attached to any part of house structure. No receiver shall be erected or constructed on front or side yards. Television dish receivers shall be allowed only in the rear property, 20' off side property line and within 30' from back of house.

l. 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.

m. No wall, fences or fencing of any kind shall be erected, placed nor maintained nearer than 35' from the street curb of any Lot. No wall, fences or fencing over 6 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction and be compatible with the natural surroundings, subject to the conditions hereinbelow set out for materials. No galvanized chain link, wire, or metal wall, fence or fencing shall be permitted, (plastic or vinyl coated chain link fence must be approved by the Committee) except that professionally constructed wrought iron fences may be approved. 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 such walls, fences and fencing will be removed at the expense of the Lot owner.

n. Each Lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the subdivision.

o. 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 work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of original exterior construction. All structures, including the attached garages thereto, shall be completed insofar as exterior painting, siding windows, roofing and trim are concerned within 8 months from the start of construction.

**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, adverting 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. House numbers on homes or mail boxes are permitted.

**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; and such building or structure shall be removed at the expense of the Lot owner.

**12. OTHER SHORELINE PROPERTY**

a. Osborn Development owns the remainder of the real estate upon which the shoreline of said lake exists, other than the lots identified by number herein. This tract shall be hereafter referred to as the "north tract".

b. Osborn Development reserves the right to subdivide the north tract of ground into lots which abut the lake and, upon doing so, may assign to purchasers easements and rights to the access and use of said lake as provided other lot owners herein.

### 13. HOMEOWNERS ASSOCIATION

After 90% of the total lots in the Subdivision have been sold by the undersigned, an association shall be established as a not-for-profit corporation, hereinafter referred to as 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 as provided for herein 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. Each of the owners of the lots and north tract which abut the lake described above will be a member of the association to be formed by the owners referred to above. There shall be one vote for each lot abutting the lake and the north tract, and for each additional lot if the north tract is subdivided. 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.

### 14. DEDICATION OF LAKE

a. The lake designated on said plat shall be dedicated to the use of all owners and their successors in title of Lots 16, 19, 20 and 21 Stonebridge Farms, Lots 68, 69, 70 and 71 Stonebridge Farms, First Addition, and Lots 88 thru 93 Stonebridge Farms, Second Addition, and North tract of ground on lake described above.

b. The maintenance and use of the lake shall be controlled by the association through By-Laws as established by such association which shall be governed by the guidelines set forth above.

### 15. EASEMENTS

The parties grant each and all of the owners, successors and assigns of the lots and tract which abut the lake, the rights and easements described below in and to the lake as platted:

a. To cause water to collect on said tracts or parcels of land through backwater or otherwise, whether caused by rain, erosion, seepage, ground water, storm sewers, or in any manner whatever, resulting from the existence of the dam located on Lot 93 and the north tract.

b. Each of the owners of the 15 lots identified above and the north tract abutting said lake shall have a perpetual easement for its use described herein, the ownership of such easement and interest shall only pass with title to each respective lot to which it is attached and none of said lot owners shall have the right to partition their interest therein or otherwise assign said easement or any part thereof; Osborn Development may partition the north tract into similar lots and convey an easement to each lot purchaser for the use of said lake as described herein. Upon the sale of any lot, including any lots subdivided in the north tract, 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, tract or lot resulting from the subdivision of said north tract.

16. ASSESSMENTS

Annual and special assessments may be established or levied against each Lot and its owner for maintenance of streets and entrance landscaping, maintenance of the lake and dam, Sub-division fence, berms, drainage and entrance improvements, and amenities in the Subdivision of an 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. The share of each lot owner shall be proportional to the number of lots or tracts. At the present time there are 15 lots and one tract and each owner therefore would have a 1/16th interest and pay a 1/16th share of the costs of maintenance and improvements that are authorized by the association. Such interest shall decrease in direct proportion to the number of additional lots abutting the lake created by subdividing the north tract, each such lot hereafter created to be subject to the same assessments for costs of maintenance and improvements. 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 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.

17. USE OF LAKE

The lake shall be used for recreational purposes only. The lake is for exclusive use of the lot or tract owners adjoining said lake and their guests. No gasoline engines will be permitted on the lake, but electric motors and other noiseless and fumeless powers are permitted. All boat docks and launches must be approved by the subdividers, their heirs or assigns, in writing. No porch or projection of any building shall extend within twenty (20) feet from the normal high water line of any of the lakes without written permission of subdividers, their heirs, or assigns.

18. SHORELINE CHANGES


Shoreline contours of lakes may not be changed without the written approval of the subdividers. No tract shall be increased in size by filling the waters upon which it abuts.

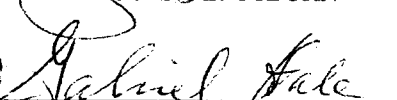
19. TRANSFER OF RIGHTS


It is further expressly understood that no owner or owners of any lot or tract described above shall sell or lease any rights or privileges in the use of said lake, but rights, and privileges of the use of said lake and freeway adjacent thereto shall be vested in the said owners of the Lots and tract which abut the lake and shall constitute a perpetual easement running with the lake in said subdivision and are not transferable otherwise.

  
DONALD P. OSBORN

  
JOSEPH E. OSBORN

  
TODD JOHNSON

  
GABRIEL HALE

  
SUE HALE

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF MADISON )

4094 1958

I, the undersigned, a Notary Public in and for said County, in the Sate aforesaid, DO HEREBY CERTIFY THAT Donald P. Osborn, Joseph E. Osborn, Todd Johnson, Gabriel Hale and Sue Hale, 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 19 day of November, 1996.



*Charles E. Montague*  
NOTARY PUBLIC

Prepared by Donald P. Osborn, 850 Vandalia, Collinsville, Illinois

END OF DOCUMENT



**FIRST AMENDMENT OF COVENANTS AND RESTRICTIONS****FOR FIRST ADDITION TO STONEBRIDGE FARMS**

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Donald P. Osborn, Joseph E. Osborn, (hereinafter referred to as Grantors), are the owners in fee simple of the following described real estate, to wit:

Lots 77, 78 and 79 in First Addition to Stonebridge Farms, a subdivision according to the plat thereof recorded in the Records Office of Madison County, Illinois, in Plat Cabinet 59 page 184 (except coal and other minerals underlying said premises with the right to mine and remove the same), in Madison County, Illinois,

Whereas, "Covenants and Restrictions, Stonebridge Farms Subdivisions, First Addition" dated May 2, 1996, were recorded May 9, 1996, in Book 4046 Page 1413 in the Recorder's Office of Madison County, Illinois; and

Whereas, there has not yet been established any Homeowners Association as provided by the aforesaid covenants and restrictions and grantors have the authority to amend and modify said covenants and restrictions; and

Whereas, the aforesaid described lots are adjacent to a proposed 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.

Now, therefore, in consideration of the premises and the authority of Grantors to amend, modify and change the Indenture of "Covenants and Restrictions, Stonebridge Farms Subdivision, First Addition" recorded in Book 4046 Page 1413, the grantors hereby amend the original Covenants and Restrictions by the additional Covenants and 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:

- 1) No lot shall have an exterior free-standing signal receiving dish, antenna, mast, or similar appliance.
- 2) No lot shall have any above ground swimming pool erected, installed or maintained on the above mentioned premises.
- 3) 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 Architecture 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.

- 4) 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.
- 5) Anything to the contrary herein notwithstanding, including but not limited to Paragraph 4 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.

This First Amendment shall not amend, modify or change the Covenants and Restrictions in any way whatsoever, except as specifically provided herein. Except as amended, modified or changed hereunder, all of the other terms, conditions, covenants and agreements contained in the covenants and restrictions shall remain in full force and effect and be enforceable as provided thereunder.

In the event that any of the provisions of this First Amendment are deemed to be unenforceable or invalid by a court of competent jurisdiction, all of the other provisions contained herein and all of the provisions of the covenants and restrictions shall remain in full force and effect as if such unenforceable or invalid provision was not contained herein. This First Amendment shall be governed by and construed under the laws of the State of Illinois.

In Witness Whereof, Grantors have executed this First Amendment effective as of 22 day of April, 1997.

Joseph E. Osborn  
Joseph E. Osborn

Donald P. Osborn  
Donald P. Osborn

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County and 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 FARMS SUBDIVISION FIRST ADDITION", and personally known to me to be the same persons whose names are subscribed 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 22 day of April, 1997.



Cecelia E. Montague  
Notary Public

End of Document

**FIRST AMENDMENT OF COVENANTS AND RESTRICTIONS**  
**FOR STONEBRIDGE FARMS**

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Donald P. Osborn, Joseph E. Osborn, (hereinafter referred to as Grantors), are the owners in fee simple of the following described real estate, to wit:

Lots 1 through 7, 22, 23, 24, 35, 36, 43 through 56, 60 & 61 to Stonebridge Farms, a subdivision according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 59 page 183 (except coal and other minerals underlying said premises with the right to mine and remove the same), in Madison County, Illinois,

Whereas, "Covenants and Restrictions, Stonebridge Farms Subdivisions" dated May 2, 1996, were recorded May 9, 1996, in Book 4046 Page 1404 the Recorder's Office of Madison County, Illinois; and

Whereas, there has not yet been established any Homeowners Association as provided by the aforesaid covenants and restrictions and grantors have the authority to amend and modify said covenants and restrictions; and

Whereas, the aforesaid described lots are adjacent to a proposed 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.

Now, therefore, in consideration of the premises and the authority of Grantors to amend, modify and change the Indenture of "Covenants and Restrictions, Stonebridge Farms Subdivision" recorded in Book 4046 Page 1404, the grantors hereby amend the original Covenants and Restrictions by the additional Covenants and 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:

- 1) No lot shall have an exterior free-standing signal receiving dish, antenna, mast, or similar appliance.
- 2) No lot shall have any above ground swimming pool erected, installed or maintained on the above mentioned premises.
- 3) 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 Architecture 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.

- 4) 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.
- 5) Anything to the contrary herein notwithstanding, including but not limited to Paragraph 4 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.

This First Amendment shall not amend, modify or change the Covenants and Restrictions in any way whatsoever, except as specifically provided herein. Except as amended, modified or changed hereunder, all of the other terms, conditions, covenants and agreements contained in the covenants and restrictions shall remain in full force and effect and be enforceable as provided thereunder.

In the event that any of the provisions of this First Amendment are deemed to be unenforceable or invalid by a court of competent jurisdiction, all of the other provisions contained herein and all of the provisions of the covenants and restrictions shall remain in full force and effect as if such unenforceable or invalid provision was not contained herein. This First Amendment shall be governed by and construed under the laws of the State of Illinois.

In Witness Whereof, Grantors have executed this First Amendment effective as of 22 day of April, 1997.

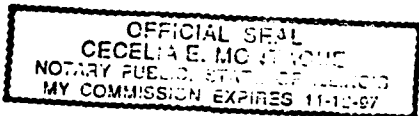
*Joseph E. Osborn*  
\_\_\_\_\_  
Joseph E. Osborn

*Donald P. Osborn*  
\_\_\_\_\_  
Donald P. Osborn

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County and 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 FARMS SUBDIVISION", and personally known to me to be the same persons whose names are subscribed 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 22 day of April, 1997.



*Cecelia E. Montague*  
\_\_\_\_\_  
Notary Public

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