

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**AMENDMENT OF COVENANTS AND RESTRICTIONS FOR
"STONE CLIFF MANOR" SUBDIVISION**

This Amendment of Covenants and Restrictions for "Stone Cliff Manor" Subdivision (this "Amendment") is made and executed this ____ day of _____, 2019, by Owners of the Lots.

All capitalized terms not otherwise defined in this Amendment shall, when used herein, have the same meanings designated in the Covenants and Restrictions for "Stone Cliff Manor" Subdivision dated June 7, 2006, and filed for record in the Office of the Recorder of Madison County on June 22, 2006, as Document No. 2006R32069 (the "Covenants").

Recitals

A. Black Oak Development, LLC ("Black Oak") caused the following described real estate to be subdivided and made subject to the Covenants:

Lots 1-69 in Final Plat for Stone Cliff Manor, a subdivision being part of lots 28 and 32 of Timber Ridge and part of Lot 27A of First Addition to Timber Ridge and part of the Northwest Quarter of Section 15 Township 4 North Range 7 West of the Third Principal Meridian, according to the plat thereof recorded in Plat Book 65 Page 75 in Madison County, Illinois (the "Subdivision, each lot therein individually, a "Lot," and collectively the "Lots").

B. Retail Place, LLC, an Illinois limited liability company (“Developer”), has acquired Lots in the Subdivision, together with all rights of Black Oak under and by virtue of the Covenants, and owns the following described real estate adjacent to the Property:

Commencing at the Southwest corner of the Northwest Quarter of Section 15; thence North 89 degrees 04 minutes 25 seconds East, along the South line of the Northwest Quarter of Section 15, a distance of 573.07 feet to the Southeast corner of Lot 3 of George Willaredt Subdivision as shown on the plat thereof recorded in the Recorder’s Office of Madison County, Illinois in Plat Book 31 on Page 71; thence continue North 89 degrees 04 minutes 25 seconds East, along said South line of the Northwest Quarter of Section 15, a distance of 1099.19 feet to the Southeast corner of “Stone Cliff Manor” as same is recorded in P.C. 65 on Page 75 in said Recorder’s Office and being the Point of Beginning of the tract described hereon; thence Northerly along the Eastern bounds of said “Stone Cliff Manor” thence following curves and distances North 49 degrees 48 minutes 19 seconds West – 269.08 feet; North 00 degrees 55 minutes 35 seconds West – 235.15 feet; South 89 degrees 58 minutes 54 seconds East – 51.31 feet; North 38 degrees 06 minutes 18 seconds East – 91.38 feet; North 28 degrees 32 minutes 56 seconds West – 308.32 feet; North 01 degrees 23 minutes 12 seconds West – 186.53 feet; North 82 degrees 08 minutes 03 minutes East – 88.76 feet; North 61 degrees 55 minutes 29 seconds East – 87.67 feet; North 01 degrees 24 minutes 28 seconds East – 111.60 feet; along a curve to the left having a radius of 937.05 feet – North 53 degrees 15 minutes 28 seconds East a chord distance of 27.86 feet; along a curve to the left having a radius of 435.00 feet – North 49 degrees 43 minutes 51 seconds East a chord distance of 40.60 feet; North 47 degrees 03 minutes 21 seconds East – 118.54 feet; along a curve to the right having a radius of 240.00 feet – North 74 degrees 27 minutes 16 seconds East a chord distance of 220.89 feet; North 11 degrees 51 minutes 12 seconds East a distance of 70.00 feet to the Southeast corner of Lot 16 of said “Stone Cliff Manor”; thence exiting the Easterly line of said “Stone Cliff Manor” along a curve the right having a radius of 310.00, feet a chord bearing South 63 degrees 28 minutes 50 seconds East a chord distance of 156.98 feet; thence along a curve to the left having a radius of 25.00 feet, a chord bearing North 86 degrees 53 minutes 49 seconds East, a chord distance of 34.91 feet; thence South 40 degrees 54 minutes 04 seconds East, a distance of 50.37 feet; thence along a curve to the left having a radius of 25.00 feet, a chord bearing South 00 degrees 53 minutes 57 seconds East, a chord distance of 33.87 feet; thence South 43 degrees 32 minutes 33 seconds East, a distance of 58.06 feet; thence along a curve to the left having a radius of 365.00 feet, a chord bearing South 48 degrees 51 minutes 03 seconds East, a chord distance of 67.54 feet; thence along a curve to the left having a radius of 1302.81 feet, a chord bearing South 55 degrees 50 minutes 37 seconds East, a chord distance of 76.59 feet; thence South 32 degrees 28 minutes 19 seconds West, a distance of 70.00 feet; thence South 24 degrees 57 seconds 16 seconds West a distance of 620.43 feet; thence South 03 degrees 26 minutes 27 seconds East, a distance of 148.03 feet; thence North 78 degrees 16 minutes 34 seconds East a distance of 104.92 feet; thence South 13 degrees 31 minutes 46 seconds East, a distance of 205.83 feet; thence North 79 degrees 12 minutes 09 seconds East a distance of 147.91 feet; thence along a curve to

the left having a radius of 54.00 feet, a chord bearing South 21 degrees 40 minutes 01 seconds East, a chord distance of 20.37 feet; thence South 79 degrees 12 minutes 09 seconds West, a distance of 158.11 feet; thence South 06 degrees 49 minutes 28 seconds West a distance of 79.32 feet; thence South 40 degrees 03 minutes 10 seconds West, a distance of 159.27 feet to a point on the aforementioned South line the Northwest Quarter of Section 15; thence South 89 degrees 04 minutes 25 second West, along said South line, a distance of 567.44 feet to the Point of Beginning and contains 23.88 acres more or less (the "First Addition").

C. Stone Cliff Manor Homeowner's Association, Inc., an Illinois not for profit corporation (the "Homeowners Association"), has been established in accordance with paragraph 21 of the Covenants, is vested with the rights, powers and authorities therein set forth, and has assumed and currently carries out the obligations therein set forth.

D. Pursuant to paragraph 1 of the Covenants, the owners of the Lots (the "Owners") reserved the right to amend the Covenants by approving vote of the Owners of at least Sixty-Seven percent (67%) of the Lots.

E. As more particularly appears from the affidavit of the Secretary of the Homeowners Association annexed to this Amendment, the requisite percentage of the Owners have elected to amend the Covenants in the manner hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Annexation of First Addition. The First Addition shall be deemed submitted to the Covenants and governed in all respects by the provisions of the Covenants (as hereby amended) and shall, upon the recording of this Amendment, become part of the Property. Without limiting the generality of this paragraph 1, the effect of this Amendment shall be that (a) all of the provisions of the Covenants shall apply to the First Addition in the same manner and with the same force and effect as though the First Addition were subject to the provisions of the Covenants as of the date of recording of this Amendment, (b) the term "Lot" as used herein and in the Covenants shall include each Lot shown in the Plat of the First Addition to Stone Cliff, which Plat appears of record in the Office of the Recorder of Madison County, Illinois in Plat Cabinet ____ at Page ____ (the "First

Addition Plat”), and (c) the area designated as “Green Space” in the First Addition Plat and all other common areas thereby established shall be subject to the duties, powers and authorities of the Homeowners Association, as set forth in paragraph 20 of the Covenants.

2. Architectural Control. Representatives of Developer currently serve as the Architectural Control Committee described in paragraph 5 of the Covenants, and Developer shall have the exclusive power to appoint all member of such Committee until such time as all Lots in the First Addition have been sold or until Developer otherwise specifies, whichever occurs first.

3. Relinquishment of Association Control. Developer hereby relinquishes any and all right or power to appoint directors or officers of the Homeowners Association. From and after the date of this Amendment is recorded, the members of the Homeowners Association and shall be the Owners and shall hereafter appoint all directors and officers of the Homeowners Association.

4. Future Annexation. Developer may, at its sole discretion, from time to time, elect to bring within the scheme of the Covenants any real estate adjacent to the Property (including real estate adjacent to the First Addition), in whole or in part, that Developer currently owns. Developer is not obligated in any manner to annex any such additional property, or to annex any particular tract, or to annex tracts in any particular sequence, it being the intention hereof that Developer may decline to exercise the rights granted in this paragraph or may elect to exercise such rights only to a limited extent. The additions authorized by this paragraph shall be made by recording in the Office of the Recorder of Deeds for Madison County, Illinois, a Supplementary Declaration with respect to any such additional property, or portion thereof, which shall extend the scheme of the Covenants (as hereby amended) to the property to be annexed (hereinafter referred to as the “Annexed Property”). Such Supplementary Declaration may contain such complementary additions and modification of the Covenants as are consistent with the scheme of the Covenants. At such time as Developer causes the recording of such Supplementary Declaration or Declarations, then in such event: (a) Developer

shall have and enjoy in such Annexed Property all easements and exercise all rights, privileges and immunities reserved to them or either of them in Covenants (as hereby amended) in the same manner and with the same force and effect as though the term Property as used herein included such Annexed Property; and (b) in all other respects, all the provisions of the Covenants (as hereby amended) shall include and apply to such Annexed Property in the same manner and with the same force and effect as though such Annexed Property had been subject to the provisions of the Covenants (as hereby amended).

5. Reaffirmation. Except as otherwise expressly provided herein, all of the terms, covenants, and other provisions of the Covenants shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

STONE CLIFF MANOR HOMEOWNER'S
ASSOCIATION, INC.

By: _____
Joseph E. Osborn, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph E. Osborn, personally known to me to be the secretary of Stone Cliff Manor Homeowner’s Association, Inc., 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 acknowledged that, as such secretary, he signed and delivered the said instrument pursuant to authority given by the 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 therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

AFFIDAVIT OF SECRETARY

Joseph E. Osborn, being duly sworn on oath, states as follows:

1. All capitalized terms not otherwise defined in this Affidavit shall, when used herein, have the same meanings designated in the foregoing Amendment of Covenants and Restrictions for “Stone Cliff Manor” Subdivision.
2. He is the duly appointed and acting secretary of the Homeowners Association.
3. The Amendment has been approved by vote of Owners of more than Sixty-Seven percent (67%), which Owners include Developer.

Joseph E. Osborn

Subscribed and sworn to before me this ____ day of _____, 2019.

Notary Public

My Commission expires:

This instrument was prepared by and after recording return to:

David L. Antognoli
Goldenberg Heller & Antognoli, P.C.
P.O. Box 959
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Edwardsville, IL 62025
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