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MADISON COUNTY
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DEBRA D. MING-MENDOZA
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Abstracts and Titles
205 N. Second Street
Edwardsville, IL 62025

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE FIRST ADDITION TO STONEBRIDGE BLUFFS

THIS DECLARATION (the "Declaration") is made this 12 day of August, 2022, by Osborn Development, LLC, an Illinois limited liability company ("Declarant").

RECITALS:

A. Declarant owns fee simple title to a certain parcel of real estate in the County of Madison, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

B. Declarant and Declarant (hereinafter defined) desire to develop a single-family residential development on the Property to be known as the First Addition to Stonebridge Bluffs (the "Development"); and

C. Declarant submits the Property to the covenants, restrictions, and other provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

ARTICLE I

Definitions

When used in this Declaration, the capitalized terms set forth in this Article shall have the following meanings. Other capitalized terms are defined elsewhere in this Declaration. Terms defined in the singular shall have the same meaning as used in the plural and vice versa.

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1.1. "Association" shall mean and refer to the Homeowner's Association.

1.2. "Board" shall mean and refer to the Board of Directors of the Association.

1.3. "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association.

1.4. "Common Area" shall mean all real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Owners as shown on the Subdivision Plat and shall be conveyed to the Association no later than the Turnover Date.

1.5. "Contingency and Replacement Reserve" shall have the meaning set forth in Section 6.4.

1.6. "Declarant" shall mean and refer to Osborn Development, LLC, its successors, and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if so designated in an instrument executed by recorded for such purposes as provided in Section 8.12.

1.7. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family. Dwelling shall include any improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools, and equipment.

1.8. Intentionally Omitted.

1.9. "Improvement" or "improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.10. "Lot" shall mean each part of the Property established as a Lot pursuant to the Subdivision Plat or by an instrument executed, acknowledged, and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.

1.11. "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

1.12. "Member" shall mean and refer to a Person who holds membership in the Association

1.13. "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

1.14. "Municipality" shall mean the Village of Maryville, State of Illinois.

1.15. "Owner" shall mean and refer to the record owner, whether one or more Persons of fee

simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant to the extent Declarant owns Lots and also includes the interest of Declarant as contract seller of any Lot.

1.16. "Person" or "Persons" shall mean all individuals, trustees, corporations, partnerships, or other legal entities capable of holding title to real property.

1.17. Intentionally omitted.

1.18. "Plans and Specifications" shall have the meaning set forth in Section 4.3.

1.19. "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

1.20. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than four (4) persons, at least two (2) of whom are so related, maintaining a common household in a Dwelling.

1.21. "Special Amendment" shall have the meaning set forth in Section 8.7.

1.22. "Subdivision Plat" shall mean the plat of subdivision of the First Addition to Stonebridge Bluffs as recorded in the Office of the Recorder of Deeds of Madison County, State of Illinois, in Plat Book 65 at Page 286.

1.23. "Turnover Date" shall have the meaning set forth in Section 5.3.

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

2.1. The Declarant desires to create on the Property a Single-Family development for future owners of Lots for the following general purposes:

(a) Declarant desires to provide for development of the Property as a Single-Family community by the imposition of the covenants, conditions, restrictions, and easements hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for development of the Property which is intended to enhance and protect the value of the Property as a residential community.

(c) Declarant desires to (i) prevent use of Lots which may depreciate the value

of other Lots; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) encourage the construction of attractive Improvements on the Property; (v) prevent haphazard and disharmonious development; and (vi) in general, provide a desirable quality of life for the residents of the Development.

(d) Declarant desires to provide for the maintenance of the Common Area which shall be owned by the Association and used in common by the Owners of the Property.

2.2. To further the general purposes herein expressed, Declarant, for itself, its successors, and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

ARTICLE/III

General Restrictions

3.1. All Lots shall be used only for Single Family residential purposes, and no more than one Dwelling shall be placed or permitted to remain on a Lot. Each Owner shall (a) maintain his Lot and all Improvements and landscaping thereon in a clean, sightly, and safe condition, (b) cause the prompt removal of all trash, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving his Lot, and (c) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations relating to the use and maintenance of his Lot.

3.2. All Improvements shall conform to the building restrictions, standards and requirements set forth in Article IV and shall be constructed in accordance with Plans and Specifications approved pursuant to Article IV and all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules, and regulations. If, and to the extent, any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules, and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or more rigorous standard.

3.3. No business or other commercial activity shall be carried-on on any Lot. No noxious or offensive activity shall be carried-on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

3.4. Except as otherwise expressly provided herein, no trailer, mobile home, modular home, prefabricated or sectional home, recreational vehicle, tent, shack, temporary structure, or other

similar Improvement shall be located upon a Lot. Except for a Dwelling constructed in conformity with the requirements of this Declaration, no structure erected on any Lot shall at any time be used as a residence, temporarily or permanently.

3.5. No Owner shall permit on his Lot any derelict vehicle or any accumulation of litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. Unimproved Lots shall not be planted with anything other than grass, except to the extent other vegetation is permitted by the rules and regulations adopted by the Association.

3.6. None of the following types of vehicles shall be parked or stored in any public street in the Development or in any driveway or on any Lot so as to be visible from the public street: boats; trailers; campers or other recreational vehicles; or inoperable automobiles or other vehicles. Repair or maintenance of any vehicle shall not be permitted, except within the confines of the garage of a Dwelling.

3.7. No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. Pets that are permitted by the preceding sentence shall be fenced-in securely at all times when not under the direct control of the Owner or a member of the Owner's family, and no such pet shall be allowed to become an annoyance or nuisance. No other animals, including (without limitation) fowl, swine, reptiles, cattle, sheep, or goats, shall be kept, or raised on any part of the Property. The breeding or keeping of any animals for sale or other commercial purpose is prohibited.

3.8. No recreational apparatus will be permitted in the front yard of a Lot, or side yard of a Lot next to a street. No recreational apparatus, including a swing set, swimming pool, playground equipment or similar equipment, shall be located at any point on a Lot line fronting any street, past a line drawn parallel with and intersecting that side of the Dwelling on the Lot.

3.9. No sign of any kind shall be displayed, placed, or permitted on any Lot, except (a) one professional sign of not more than six (6) square feet advertising the Lot for sale or rent or (b) signage placed on the Property by the Declarant during the period of construction and sales of Lots.

3.10. No above ground swimming pool shall be placed or permitted to remain on any Lot.

3.11. Each Owner shall keep all areas of the Lots designed or intended for drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed, or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking, or redirecting swales, ditches, or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

ARTICLE IV
Architectural Controls

4.1. No Improvements shall be constructed, placed, or permitted to remain on any Lot except a Dwelling, driveway, fence, sidewalks, swimming pool, lawn, planted trees, shrubs, and other landscaping.

4.2. All Improvements constructed, placed, or permitted to remain on a Lot shall conform to the following building restrictions, standards, and requirements:

(a) No Dwelling shall exceed two stories in height. No one-story Dwelling shall be permitted on a Lot which does not meet the minimum square footage requirements outlined below, 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 a Lot which does not meet the minimum square footage requirements outlined below (any two-story square footage will not be counted as both first- floor and second-floor space). Only the actual floor space is to be used. Ranch – 1750 S.F.; 2 Story – 2000 S.F.; 1½ Story – 1750 S.F.; 1st Floor Min. – 1000S.F.

(b) No Dwelling or other structure (or part thereof), except the driveway, sidewalks, and fencing, shall be placed or permitted to remain on a Lot nearer to boundaries of the Lot than the minimum setback lines shown on the Subdivision Plat.

(c) No temporary or permanent antenna or antennae shall be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the Dwelling. Satellite dishes shall be permitted but must be no larger than twenty-four (24) inches in diameter. Satellite dishes must be fully concealed so that they are not visible from any street.

(d) All utilities on a Lot shall be placed and maintained underground, except such surface terminals and connections as are reasonably required for utility service.

(e) Each Lot with a Dwelling shall have an attached garage fully capable of housing a minimum of three (3) automobiles, and no detached garage shall be constructed or permitted to remain on a Lot.

(f) At least seventy-five percent (75%) of the front of all dwelling shall be brick or stone. The Architectural Control Committee has absolute discretion to approve a dwelling that does not meet this requirement if it is determined to reasonably enhance and protect the Property.

(g) No exterior lighting on a Lot, including but not limited to directional lighting, shall be so located, shaded, and such intensity so as to become a visual nuisance to any adjoining or nearby Lot.

(h) No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the

house and parallel with that street and starting with the rear comer of the house. No wall, fence, or fencing over six (6) feet in height from the finished grade shall be allowed on any Lot, nor shall any wall, fence or fencing be located closer that one foot to any Lot line. All walls, fences and fencing shall be vinyl or professionally constructed wrought iron and shall be in a color compatible with the natural surroundings. No chain link or wire fencing shall be permitted.

(i) The roof of a Dwelling shall be covered with heavyweight (laminated) architectural grade shingles or better. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. All roofs must be a minimum of 6/12 pitch.

(j) No Dwelling shall be constructed or permitted to remain on a Lot without a matching mailbox provided by Developer and address stone provided by Lot owner.

(k) 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 any adjoining property or public right of way. Grading shall be sloped and tapered at the side and rear lot line in such a manner as to permit construction on an adjacent lot without the need for retaining walls. All front and side yards of the lot that abut a street will be landscaped with grass and sod.

4.3. No Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed, or permitted to remain on any Lot without the prior written approval of Declarant (or, after the Turnover Date, the Architectural Committee, if any, established pursuant to Section 4.11) obtained in the manner hereinafter set forth in this Article IV, which approval shall not be arbitrarily or capriciously withheld. To secure Declarant's approval of a proposed improvement, the Owner shall submit to Declarant one (1) complete set of the following:

(a) A site plan showing, among other things, the location and dimension of all intended improvements and the location of all easements;

(b) Drawings, plans, and specifications showing all exterior surfaces of the intended improvements and floor plan, including total square feet of living area;

(c) Name of contractor(s) to be engaged by Owner to construct intended improvements; and

(d) All such other information Declarant may reasonably require to determine the location, scale, design, character, style and exterior appearance of intended improvements.

4.4. Within forty-five (45) days after Declarant's receipt of the Plans and Specifications and Plan Review Fee, Declarant shall notify Owner in writing whether such Plans and Specifications are

approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Declarant. If Declarant fails to so approve or disapprove the Plans and Specifications within said forty-five (45) day period, then Declarant's approval shall be conclusively presumed.

4.5. If Declarant shall disapprove all or any portion of the Plans and Specifications submitted by the Owner, the Owner shall revise the Plans and Specifications to incorporate the changes required by the Declarant and shall deliver one (1) complete set of revised Plans and Specifications to Declarant. Declarant shall have thirty (30) days after receipt of the revised Plans and Specifications to determine whether Owner has complied with Declarant's requested changes. If Declarant fails within such thirty (30) day period to advise the Owner in writing whether Declarant approves or disapproves the revised Plans and Specifications, then Declarant's approval shall be conclusively presumed. If Declarant shall disapprove all or any portion of revised Plans and Specifications, Owner shall further revise the Plans and Specifications in accordance with the procedure set forth in this Article IV until such time as Declarant shall approve or be deemed to have approved revised Plans and Specifications.

4.6. After initial approval of Plans and Specifications pursuant to this Article IV, the Owner shall secure approval of Declarant with respect to any material change or revision in the Plans and Specifications in accordance with the procedure prescribed above for the initial approval of Plans and Specifications.

4.7. An Owner shall commence construction pursuant to approved Plans and Specifications within one year after the date of approval (or deemed approval) by Declarant or such approval shall be deemed withdrawn, in which case it shall be necessary for the Owner to reapply for approval before commencing construction of any improvements. Once construction of an improvement is commenced, such construction shall be diligently pursued to completion in accordance with the approved Plans and Specifications (or an approved modification thereof). All construction shall be completed within one year of commencement unless Declarant grants an extension in writing for good cause shown. If approved work is not completed within the time required in this Section 4.7 it shall be considered non-conforming and in violation of this Declaration.

4.8. Neither Declarant nor any of its agents, employees shall be liable for any loss, cost, expense, property damage, personal injury, death or other damage to any Owner or other person arising out of (a) any failure to approve or withholding approval of any Plans or Specifications or proposed revision thereof, (b) any error or omission in the review, approval, disapproval or failure to approve or disapprove any Plans and Specifications or proposed revision thereof, (c) defects in improvements constructed pursuant to approved Plans and Specifications, or (d) violation of building or zoning codes, laws or regulations resulting from construction of improvements pursuant to approved Plans and Specifications.

4.9. Unless otherwise prohibited by law, an Owner of adjoining Lots (or portions thereof) may consolidate such Lots (or portions thereof) into a building site for a single Dwelling, in which case setback lines shall be measured from the resulting property lines of the consolidated Lots rather

than the lines shown on the Subdivision Plat.

4.10. Notwithstanding anything to the contrary in this Declaration, Declarant shall have the right, exercisable in its reasonable discretion, to grant variances to the building restrictions, standards, and requirements of this Article IV in specific instances where Declarant receives a written request from an Owner and believes in good faith that such variance will not adversely affect the architectural and environmental integrity of the Development. All costs of evaluating a request for any such variance, including (without limitation) legal, architectural, or other consulting fees, shall be paid by the Owner making the request, and payment of such costs by the Owner shall be secured by the lien described in Article VI hereof. Approval of a request for variance shall be made in writing and shall describe the restrictions, requirements, or standards to which the variance applies, and the conditions, if any, for granting the variance. Notwithstanding anything to the contrary in this Declaration, Declarant may refuse any request for a variance in its sole discretion and shall have no liability to any Person for any claimed loss or damage arising out of the grant or failure to grant a variance pursuant to this Section 4.10.

4.11. Within sixty (60) days after the Turnover Date, the initial Board elected by the Members may (but shall not be required to) adopt a resolution establishing an architectural control committee (the "Architectural Committee") to review and approve or disapprove Plans and Specifications. If the Architectural Committee is so established, the Board shall also (a) specify the number of members of the Architectural Committee (which shall be not less than three (3)), the qualifications of members, and the length of their terms of office, (b) designate the initial members of the Architectural Committee and (c) prescribe such matters regarding the administration of the Architectural Committee and its procedures as the Board deems appropriate. If the Architectural Committee is established in accordance this Section 4.11, it shall, from and after the Turnover Date, succeed to the rights and duties of Declarant to approve or disapprove proposed Improvements on any Lot, and no Improvements shall be constructed, placed, or permitted to remain on any Lot without the prior written approval of Plans and Specifications by the Architectural Committee. The Architectural Control Committee shall hold office until all Lots in the Subdivision are sold or until the 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 will holding such office, the survivor of them shall have the right to name a replacement member. The Homeowners Association shall elect the members of the architectural Control Committee at its annual meeting for control after final occupancy inspection by the Village of Maryville. The procedure for review and approval of Plans and Specifications by the Architectural Committee shall be as hereinabove provided in this Article IV with respect to approval by Declarant. Notwithstanding anything to the contrary in this Declaration, if the Board does not create the Architectural Committee pursuant to this Section 4.11 within sixty (60) days after the Turnover Date, then, from and after the Turnover Date, an Owner shall not be required to obtain prior approval of Improvements to be placed on a Lot, but all other building restrictions, requirements and standards set forth in this Declaration shall remain in full force and effect.

4.12. The provisions of Articles III and IV of this Declaration shall not apply to any Improvements installed or completed by the Declarant or any affiliate or subsidiary of or other entity

controlled by or in common control with the Declarant prior to the Turnover Date.

ARTICLE V

Homeowner's Association

5.1. The Declarant may organize an Illinois not-for-profit corporation to be known as Stonebridge Bluff Homeowners Association or by some comparable name which shall provide for maintenance and operation of the Common Area and in general to maintain and promote the desired character of the Development.

5.2. If an Association is established, the Association shall appoint a Board of not less than three (3) directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and By Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or Bylaws and (ii) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Declarant. Except for directors of the Board appointed by the Declarant, all directors shall be Members of the Association. The Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Association's Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith.

5.3. Declarant shall, through the Board appointed by it in accordance with Section 5.2, exercise control over the Association and all matters entrusted to the Association under this Declaration until the first to occur of the following: (a) the date which is twenty (20) years from the date of recording of this Declaration, (b) the date of the sale and conveyance of legal title to all of the Lots (including any Lots in Annexed Property, as hereinafter defined in Section 8.13) to Owners other than Declarant or an assignee of Declarant as provided in Section 8.12 occurs, or (c) the date Declarant elects voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by recording in the Office of the Recorder of Deeds of Madison County, Illinois an instrument executed by Declarant setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Area to be owned by the Association, and the Association shall maintain the Common Area as required hereunder.

5.4. At such time as the Association is established, every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots. From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where a Lot is owned by more than one Person, all co-owners of the Lot, acting jointly, shall be entitled to one vote only.

5.5. The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs and median strips in the dedicated roads or streets which are within the Property, to maintain any signage and lighting located thereon, and to maintain all drainage areas and facilities located in the Common Area;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Declarant shall give the Association the right to terminate without cause or penalty not later than ninety (90) days after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(d) Maintain all drainage areas and facilities located on the Lots in accordance with the reasonable requirements of the Municipality in the event that one or more Owners fail to do so, at the expense of the defaulting Owner;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located on the Common Area;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a desirable residential community;

(h) Employ professionals, including legal counsel, to advise the Board and otherwise assist the Association with respect to administration and enforcement of this Declaration; and

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

5.6. The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interest endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with this Article V. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

5.7. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence, or fraud. The Owners shall indemnity, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost, or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

5.8. Notwithstanding anything herein to the contrary, until the Turnover Date, (a) Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board, and (b) Declarant shall have the right, but not the obligation, to maintain the Common Area and all signs and monuments located thereon and, in its sole discretion, pay all expenses and costs arising in connection with the Common Area.

including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Declarant shall reimburse the Association, on a *pro rata* basis, for such real property taxes. Declarant shall convey the Common Area to the Association on or before the Turnover Date.

5.9. Declarant shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Area, and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Property.

ARTICLE VI

Assessments

6.1. Each Owner, by taking title to a Lot for each Lot the Village of Maryville will issue a building permit for, shall be deemed to have covenanted and agreed to pay to the Association annual assessments and special assessments for the purposes described herein, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything to the contrary in this Declaration, Declarant shall not be subject to assessments, annual or special, with respect a Lot owned by Declarant until such time as the Turnover Date has occurred and a Dwelling has been built on such Lot.

6.2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Lot Deed to an Owner.

6.3. Until such time as the Board determines otherwise, the annual assessment for each Lot that the Village of Maryville will issue a building permit for shall be Fifty and No/100 Dollars ($50.00), which assessment shall be collected by Declarant from each initial purchaser of a Lot at

the closing of the sale of such Lot. The annual assessment thereafter shall become due and payable on the last day of April of each subsequent year. Declarant may accumulate and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve") and shall hold and apply funds so accumulated for the purposes set forth in this Article VI. Capital improvements and expenditures which may become necessary shall be charged first against the Contingency and Replacement Reserve. Declarant shall transfer all funds, if any, in the Contingency and Replacement Reserve to the Association within seven (7) days after the Turnover Date.

6.4 The Board shall, at least thirty (30) days before the first day of the calendar year in which any change in the annual assessment shall become effective, notify each Owner in writing of the amount of such change. If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners, excluding the Declarant. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying, and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon seven (7) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.6. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.7. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of ten percent (10%) per annum or the highest rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments,

and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.8. In addition to the rights and remedies set forth in Section 6.7, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Lot and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Eviction Act (735 ILCS 5/9-101 *et seq.)*

6.9. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on a Lot. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VII

Easements

7.1. Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area:

(a) Each Owner and their respective guests, invitees and employees and licensees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Declarant and the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and

the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

7.2. No Owner shall place or permit to remain in any easement area on the Owner's Lot any Improvement that may damage or interfere with the installation or maintenance of utilities, drainage channels or other drainage facilities. The Owner of a Lot shall maintain the easement area on his Lot in reasonable and sightly condition, except to the extent that a public utility or the Association is legally responsible for such maintenance.

7.3. Declarant or the Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing, and replacing the Common Area and any improvements in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Declarant, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

7.4. The Declarant and the Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation, and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE VIII

General Provisions

8.1. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Madison County, Illinois, after which time said covenants shall be automatically extended for successive periods often (10) years each, subject to amendment as herein provided.

8.2. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or(c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George H.W. Bush, former President of the United States, living at the date of this Declaration.

8.3. If at any time or times the Board shall deem it necessary or advisable to rerecord this

Declaration or any part hereof in the Office of the Recorder of Deeds of Madison County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under the applicable provisions of the Illinois Code of Civil Procedure (735 ILCS 5/13-101), or any other law or statute of similar purport, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

8.4. Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

8.5. Declarant and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.15 hereof from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

8.6. Subject to the provisions of Section 8.7, the Owners may revoke, modify, amend, or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment, or supplement may be made

effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the Declarant consent thereto, the consent of the Declarant being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments, or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Madison County, Illinois.

8.7. Declarant hereby reserves the right and power to record a special amendment (hereinafter a "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, any amendment to this Declaration that Declarant, in its sole discretion, elects to record at any time and from time to time for any other purpose, so long as the amendment does not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute, and record Special Amendments. Subject to the provisions of Section 8.13 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

8.8. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

8.9. In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or, obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of

title to any such Lot.

8.10. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

8.11. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

8.12. Notwithstanding anything herein to the contrary, Declarant hereby reserve the right, exercisable in its sole discretion to transfer, assign, mortgage, or pledge any and all of Declarant's privileges, rights, title, and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Madison County, Illinois. Upon such assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of either or both of Declarant and Declarant, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.13. Declarant may, at its sole discretion, from time to time, elect to bring within the scheme of this Declaration any real estate adjacent to the Property ("Additional Property"), including the Stonebridge Bluff Subdivision, in whole or in part. Declarant is not obligated in any manner by this Declaration to annex the Additional Property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Section 8.13 or may elect to exercise such rights only to a limited extent. The additions authorized by this Section 8.13 shall be made by recording in the Office of the Recorder of Deeds for Madison County, Illinois, a Supplementary Declaration with respect to the Additional Property, or portion thereof, which shall extend the scheme of this Declaration to the property to be annexed (hereinafter referred to as the "Annexed Property"). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not inconsistent with the scheme of this Declaration. At such time as the Declarant causes the recording of such Supplementary Declaration or Declarations, then in such event: (a) the provisions of this Declaration applicable to the Common Area located on such Annexed Property, and the rights of Declarant and Declarant with respect thereto, and all other rights, easements, covenants, restrictions, burdens, uses and privileges appurtenant to the Common Area shall include and apply to the Common Area as extended by such annexation; (b) every person or entity who shall become an Owner of any Lot located in such Annexed Property shall be and become a Member of the Association on the same terms and conditions and subject to the same qualifications and limitations, as those Members who are then Owners of Dwellings located on the Property; (c) Declarant 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 this Declaration

in the same manner and with the same force and effect as though the term Property as used in this Declaration included such Annexed Property; and (d) in all other respects, all the provisions of this Declaration 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 this Declaration at the time of recording of this Declaration.

8.14. The Property is adjacent to the Stonebridge Bluff Subdivision, which adjacent real estate is subject to the Stonebridge Bluff Covenants. If at any time before the Turnover Date the Stonebridge Bluff Covenants are hereafter amended permit annexation of the Property, Developer reserves the right, exercisable in Developer's sole discretion, to so annex the Property and subject the Property to the terms and provisions of the Stonebridge Bluff Covenants. The annexation authorized by this Section 8.14 shall be made by recording in the Office of the Recorder of Deeds for Madison County, Illinois, a Supplementary Declaration which shall extend the scheme of the Stonebridge Bluff Covenants to the Property and subject the Property to the Stonebridge Bluff Covenants. At such time as the Declarant causes the recording of such Supplementary Declaration, then in such event: (a) the provisions of the Stonebridge Bluff Covenants shall supersede this Declaration; (b) every person or entity who is or shall become an Owner of any Lot shall be and become a Member of the Stonebridge Bluff Homeowner' s Association, Inc. on the same terms and conditions and subject to the same qualifications and limitations set forth in the Stonebridge Bluff Covenants; and (c) in all other respects, all the provisions of the Stonebridge Bluff Covenants (as then in force) shall include and apply to the Property in the same manner and with the same force and effect as though the Property had been subject to the provisions of the Stonebridge Bluff Covenants at the time of recording of this Declaration.

8.15. If the Association fails or refuses to maintain the Common Area in accordance with the terms and conditions of this Declaration, then the Municipality may so notify and advise the Association in writing. If the Association fails to so maintain the Common Area within sixty (60) days of receipt of said notice by the Association, the Municipality shall be authorized to enter upon the Common Area to correct any deficiencies in the maintenance of the Common Area. The Municipality shall be entitled to record a lien against the Common Area for its costs and expenses in correcting the deficiencies with the Recorder of Deeds of Madison County, Illinois. Upon the Municipality's receipt of reimbursement for its costs and expenses, the Municipality shall promptly execute, acknowledge, and deliver any releases of lien as may be required to release any claim of lien that may have been placed of record.

8.16. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address. If an Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to an Owner at the last address filed by such Owner with Declarant (or if none is on file, the street address of the Owner's Lot) shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3d) day after deposit in the United States mails.

IN WITNESS WHEREOF, Osborn Development, LLC has caused this Declaration to be executed as of the day and year first above written.

OSBORN DEVELOPMENT, LLC

BY: _____

ITS: Member

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 Osborn, personally known to me to be an authorized Member of the limited liability company who is the Declarant, 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 Member, he signed and delivered the said instrument pursuant to authority given by the Members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of August, 2022.

OFFICIAL SEAL
CADE OSBORN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 5/21/2025

_____
Notary Public

My Commission Expires: 5/21/25

Instrument Prepared by and
after Recording Return to:
Joseph Osborn
7700 Stonebridge Golf Dr.
Maryville, IL 62062
618-346-7878