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STATE OF ILLINOIS
ST. CLAIR COUNTY
BELLEVILLE IL 62220

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Michael T. [Signature]

RECORDER

**AMENDED, REVISED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF STONEHENGE ESTATES
PHASE I**

THIS AMENDED, REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 13th day of June, 2006, by SOUTHERN ILLINOIS DEVELOPMENT, LLC.

PREAMBLES :

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

A. Declarant owns fee simple title to a certain parcel of real estate in the County of St. Clair, and Monroe County, State of Illinois, legally described on Exhibit "A"; and

B. Declarant (hereinafter defined in Article I) desire to develop a phased single family residential development on the Property to be known as Stonehenge Estates (the "Development"); and

C. Declarant desires to submit the Property to the provisions of this Declaration.

D. WHEREAS certain restrictions now effect the development and Declarant desires to terminate them and replace them.

NOW THEREFORE, Declarant pursuant to Article VII paragraph 4 and other provisions of the INDENTURE OF TRUST AND DECLARATION OF RESTRICTIONS OF STONEHENGE ESTATES recorded in Plat Envelope 2-184B of the Monroe County Recorder's Office and in Book of Plats 98 Page 94 and amended in Book of Plats 102 Page 9 of the St. Clair County Recorder's Office does hereby release and terminate the said Indenture of Trust and Declaration of Restrictions of Stonehenge Estates recorded in the St. Clair County Recorder's Office in Book 3983, Page 1544, and also recorded in Monroe County, Illinois as Document Number 289675 as to all lots in said subdivision.

(20)

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to these Amended, Revised and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Stonehenge Estates Phase I hereinafter set forth.

ARTICLE I
Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

1.1. "Association" shall, if and when formed, mean and refer to a Homeowner's Association, its successors and assigns, if and when established.

1.2. "Declarant" or "Developer" shall mean and refer to Southern Illinois 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 designated as such by Declarant in any instrument recorded for such purposes as provided herein.

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

1.4. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a single family. Dwelling shall also include any Improvement attached or adjacent to the Dwelling as approved by the Declarant.

1.5. "Improvement" or "Improvements" shall mean and include the Dwelling, any and all buildings, driveways, sidewalks, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

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

1.7. "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.

1.8. "Municipality" shall mean St. Clair County or Monroe County, State of Illinois, as the case may be.

1.9. "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" does not include the Declarant.

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1.10. "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, limited liability companies, trustees or other legal entities capable of holding title to real property.

1.11. "Plans and Specifications" shall have the meaning set forth in Section 4.2.

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

1.13 "Set Back" shall mean the distance from the lot side of the curb to the object or improvement described.

1.14. "Special Amendment" shall have the meaning set forth in Section 8.5.

1.15. "Subdivision Plat" shall mean the plat of subdivision for Stonehenge Estates Phase I as recorded in the Office of the Recorder of Deeds of St. Clair County and Monroe County, State of Illinois concurrently herewith.

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) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants, conditions, restrictions and easements as 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 values of the single-family residential community.

(c) The Declarant desires to (i) prevent improper use of Lots which may depreciate the value of the Owner's property; (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 inharmonious development; and (vi) in general, provide for the

2.2. To further the general purposes herein expressed, the 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 in the subdivision shall be used only for single-family Dwellings. Each Owner shall (i) maintain his or her Lot (including, without limitation, any berm or drainage easement located on that particular Owner's Lot) and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot, and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.2. All Improvements not constructed by the Declarant shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with 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 better quality result.

3.3. 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 to the Owners. 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 expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack, sheds, outbuildings, pole barns, or other similar improvement shall be located upon any Lot.

3.5. No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. All unimproved Lots shall not be planted with anything other than grass or other vegetation and all grass must never exceed the height of twelve (12) inches.

3.6. Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling, or behind the set back line and two-thirds of the height shall be screened from view from the street. Their

repair or maintenance shall not be permitted except within the confines of the garage.

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. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited. No animal shall be kenneled outside the Dwelling.

3.8. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae or television reception discs located on the roof of a Dwelling), shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Declarant. Except as provided by Telecommunications Act of 1996 as amended from time to time, or other similar federal law, no communications dishes or satellites, exterior television and/or radio antennas shall be permitted on any Lot, unless approved by the Declarant. All such communication dishes or satellite dishes, so approved, shall be located out of site from the curb and the visual parameters of the streets.

3.9. Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, drainage easements as shown on the Subdivision Plat 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; especially those areas specifically noted as a drainage area or drainage easement on the Subdivision Plat. 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 and not anyone specific Lot.

3.10. All improvements shall be set back at least 50 feet from right of way right of way or at such greater distance as may be shown on the plat. Declarant may in its sole discretion alter set back lines in cul de sacs. Any basketball goal, soccer net or other athletic device shall be set back at least 50 feet. Lots 1, 2 and 10 shall be set back 75 feet from the right of way.

ARTICLE IV *Architectural Controls*

4.1. Except for Improvements constructed by Declarant, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Declarant (or by an Architectural Control Committee established by the Declarant) obtained in the manner hereinafter set forth. Approval under the Article IV shall be in the absolute and sole discretion of the Declarant, which may be arbitrary.

4.2. In order to secure Declarant's approval of any proposed Improvement or Improvements, the Owner shall submit to Declarant one (1) complete set of the following:

(a) The Lot site plan, as prepared by the Owner / Contractor, showing, among other things, the location and dimension of all intended Improvements;

(b) Drawings, plans and specifications of all exterior surfaces, showing elevations and grade, and including without limitation: the color; quality and type of exterior construction materials, will be approved in the Declarant's sole and absolute discretion. Roof pitch shall be no less than 8/12 for two-story, and 10/12 for ranch dwelling. Exposed concrete shall not exceed more than 12 inches above the final grade; and each dwelling shall have brick or natural stone on three sides to the top of the first floor level. Additional brick or natural stone is required in other areas so that the total brick or stone equals 100% of the area of the front face of the home. All gables shall have returns. Driveways shall be concrete. The first floor of each home shall have nine foot ceilings. All homes shall have three car attached garages. The brick and stone shall be distributed in a manner acceptable to Developer throughout the various faces.

(c) No one story dwelling shall be permitted on any Lot which has less than 1750 square feet of livable floor space, excluding garages, space below ground level, and open porches and balconies. No one and one half (1 ½) story, less than 2000 square feet of such floor space or two story dwelling shall be permitted on any Lot which has less than 2400 square feet of such floor space, with at least 1000 square feet of such space on the first floor, excluding garages, and space below ground level, and open porches and balconies. The character and design of garages must conform to the character and design of the dwelling structure (sometimes referred to as the "home" or the "house").

(d) All such other information Declarant may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements;

(e) The name of the builder and a brief summary of the builder's qualifications, including credit information, if requested, experience in the surrounding area, and a reputation for building quality construction.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration.

4.3. Within thirty (30) days after Declarant's receipt of the Plans and Specifications, 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 thirty (30) day period, then Declarant's approval shall be conclusively presumed.

4.4. If Declarant shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, 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 seven (7) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with Declarant's requested changes. If Declarant fails within said seven (7) day period to advise the Owner in writing whether Declarant approves or disapproves any such revised Plans and Specifications, then Declarant's approval shall be conclusively presumed. If Declarant shall disapprove all or any portion of said revised Plans and Specifications, Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as Declarant shall approve or be deemed to have approved said Plans and Specifications.

4.5. The Owner shall secure the approval of Declarant with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV in the manner provided in this Article for the approval of Plans and Specifications.

4.6. Neither Declarant, nor any of its agents, employees, members, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications for approval by reason of the withholding of consent, which may be arbitrary, or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7. Notwithstanding anything in this Declaration to the contrary, 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.

4.8. There shall be no above ground swimming pool located anywhere in the subdivision.

4.9. Fences shall not exceed 6 foot in height and shall be constructed of natural wood, vinyl, or aluminum "wrought iron" and shall be properly maintained. Declarant or the Homeowner's Association shall have the right after 30 days notice to order the removal of any fence not in compliance with this provision. Chain link fences of any kind are prohibited. No fence shall be closer to the street than the rear wall of the home.

ARTICLE V *Homeowner's Association*

5.1. At such time as Declarant in Declarant's sole judgment may determine, Declarant may form a Homeowner's Association pursuant to this Declaration. The Homeowner's Association shall be a not-for-profit corporation under the laws of the State of Illinois and shall be governed as follows:

(a) At formation, the Homeowner's Association will be assigned all the Declarant's duties and obligations with respect to this Declaration, and the

Homeowner's Association shall then have the authority to exercise all of Declarant's rights under this Declaration, except those specifically granted Declarant for a specified time. Declarant shall be the sole officer and director of such association so long as Declarant shall choose. Declarant may, however, resign at any time.

(b) There shall be annual assessment to be determined by Declarant or the Homeowner's Association. In determining the amount of the initial and annual assessments, there shall be included in same sufficient sums to pay the various costs and expenses of the Homeowner's Association, including but not limited to fees, expenses, equipment and supplies. Said costs and expenses may be incurred for any legitimate purpose for which the Homeowner's Association was created.

(c) Declarant, or if Declarant has granted control to the Homeowner's Association, then the Homeowner's Association shall determine the amount of each assessment, but in no event shall any assessment be in a sum twenty-five percent (25%) greater than the previous annual assessment.

(d) Each assessment shall constitute a lien on each assessed Lot, and each assessment shall be paid within sixty (60) days of assessment. If an assessment is not paid within said sixty (60) days the Homeowner's Association shall have the right to:

(i) Record a Statement of Lien with the Recorder of Deeds of St. Clair County, Illinois, and/or Monroe County, Illinois, and

(ii) Sue the owners for all amounts due, together with reasonable attorney fees incurred, and

(iii) Foreclose upon the lien.

(e) Each Lot of the Subdivision constitutes one vote in determining the number of votes entitled to be counted in member votes taken by the Homeowner's Association, and the owners of each Lot are automatic members of the Homeowner's Association once formed. If any Lot is held by co-owners they shall delegate among themselves the party who shall exercise the vote of said Lot, and shall further certify the name of said party to the Homeowner's Association.

5.2 Notwithstanding anything herein to the contrary, 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, and all other portions of the Property 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.

5.3. Along the Stonehenge Subdivision frontage on Gilmore Lake Road, the Stonehenge Homeowner's Association shall be responsible for maintenance of all grass swale, common ground, fountain, waterfalls, center entry way islands, cul-de-sac

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islands, colonnade with cobble stone, entry way cobble stone, and electrical appurtenances, including all areas between the North pavement line and North Monroe County right of way line, shown on the "Site Development Plan," in hatched lines, is an Easement for a portion of the berm and trees, and a portion of the lake located to the right of the entrance. This property is owned by the neighbor and has been dedicated as an easement. With that agreement is a never-ending agreement that the Homeowner's Association will maintain this property. Lot owners 10, 12, 13, 28 and 29 will benefit from the "barrier" or "buffer" that this provides, and in turn, will be required to maintain the "lawn area" of said easement which is within such Owner's Lot. The subdivision will maintain the rest of this easement and any planting necessary to keep the subdivision in a first class manner. The Homeowner's Association may elect to plant this area in a "prairie grass" or some other exotic form of grass or planting at its own discretion.

ARTICLE VI **Assessments**

6.1. In the event a Homeowner's Association is formed in accordance with Section 5 hereof, the Homeowner's Association shall set and determine such assessments as stated in Section 5. At no time shall Declarant ever be assessed or be required to pay any type of Homeowner's Association fee regardless of the number of Lots owned by Declarant.

ARTICLE VII **Easements**

7.1. All easements as shown on the Subdivision Plat shall be, and the same are hereby set aside and reserved for the wires, pipes, water meters, gas meters, main sewer drainage, natural water flow drainage and other subdivision essentials and facilities. All users of such easements shall have full rights of ingress and egress and the right to remove vegetation of obstructions.

7.2. All utilities wires, pipes, and lines including telephone, electric, gas, and water shall be buried underground (except to the extent that emergency and construction standards require otherwise), unless otherwise approved by the Declarant.

7.3. No building or structure nor any part thereon, retaining wall, walk, driveway or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown on the Subdivision Plat, or which may hereafter be established, without the approval of the Declarant and the utility companies, which may be using said easement for their facilities, underground cables, or pipes, etc.; except that a driveway may be constructed across any easement adjacent to any street within the Subdivision.

7.4. It is expressly declared and provided, however, that Declarant reserves and retains, so long as Declarant remains the fee simple owner of any one or more Lots within the Property, the right, title and privilege to eliminate any one or more of the

easements, or any part or parts thereof, but there shall at the time be provided for each Lot affected thereby and for the building or structure, which may then or thereafter be erected thereon, Property facilities as adequate as those eliminated. It is further expressly declared and provided that Declarant shall have the right to designate additional easements, other than those platted, to adequately serve any Lot in the Property, as Declarant deems best. Any elimination, designation or creation of any easement, easements, or any part of parts thereof shall become effective upon the execution by Declarant of any appropriate instrument thereto, which shall be duly acknowledged and recorded in the Recorder's Office of St. Clair County and/or Monroe County, Illinois.

7.5. The Owner of each Lot shall at all times, with respect to said easement or any part thereof, properly care for same, and keep same free from unsightly accumulation, weeds, debris, or other such matters. No easement or right of access shall be granted or permitted across, through or over any Lot, the effect of which would be to provide access for vehicular or other traffic into or out of the "Property" or the streets or roads thereof, nor shall any Lot be used in any manner to provide such access.

7.6. The easements created by and on the Subdivision Plat are for the benefit of the Lots within the Property and not the general public. Declarant reserves the right to prohibit access or use of any easement by adjacent owners or owners of property lying nearby or across any roadway. No utility shall be extended to any adjacent Lot nearby or across any road in the Property without the written consent of Declarant, which may be withheld in Declarant's sole and absolute discretion.

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 Declarant, any eventual Homeowner's Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Offices of the Recorder of Deeds of St. Clair County and/or Monroe County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

8.2. If at any time or times the Declarant or any eventual Homeowner's Association shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Deeds of St. Clair County and/or Monroe County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of 735 ILCS 5/13-118 *et seq.*, or any other law or statute of similar purport, such re-recording 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 re-recorded document executed and acknowledged by each of them.

8.3. 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 Purchaser 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 Property, and shall inure to the benefit of any 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.

8.4. 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 8.11 hereof from Declarant or any eventual Homeowner's Association to the Owner of any such Lot, then Declarant or any eventual Homeowner's 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 the event Declarant takes legal action against any Owner or Owners to enforce any provision hereof, such Owner shall pay Declarant's reasonable attorney fees incurred therein. In no event shall the failure of Declarant 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. Notwithstanding anything in this Section 8.4 to the contrary, no Owner may sue the Declarant for a prohibition 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, nor have the right to bring a legal action for damages. In the event any Owner violates this Section 8.4 against the Declarant, the Owner shall pay to the Declarant all costs, attorneys' fees and damages incurred by the Declarant in defending any such lawsuit, no matter what the allegations and no matter that the Owner is the prevailing party in the action.

8.5. Declarant hereby reserves the right and power to record a special amendment (hereinafter the "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

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Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, Fair Housing Act 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 such time as Declarant owns no Lots in the Subdivision, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, including without limitation, a reduction in the minimum amount of square footage requirements as stated in Article IX. 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 acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. This provision, however, does not create a fiduciary relationship between Declarant and any Owner, all of which is hereby disclaimed. Subject to the provisions of Section 8.10 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.

After Declarant no longer owns a Lot, these restrictions may be amended, modified or terminated in whole or in part, by execution of a document so amending, modifying or terminating in whole or in part, signed by the Owners of 60% of the Lots.

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

8.7. In the event title to any Lot is conveyed to a titleholding 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.

8.8. 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.

8.9. 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.

8.10. Notwithstanding anything herein to the contrary, Declarant in its sole discretion may determine, hereby reserves the right to transfer, assign, mortgage or pledge any and all, partial or total, of its respective 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 St. Clair County and/or Monroe 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 Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.11. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the Lot address or at the last address filed by such Owner with Declarant 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.

8.12. Nothing contained in this Declaration shall be construed as creating a partnership or joint venture between Declarant and any other party, all of which is expressly disclaimed.

ARTICLE IX Specific Provisions

9.1. No junked or abandoned vehicles, objects or materials shall be permitted on any Lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of the neighbors.

9.2. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Property. All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

9.3. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted for use in boring for oil or natural gas be erected, maintained or permitted on any Lot.

9.4. No structure of a temporary character, mobile home, pole barn, trailer, tent, shack, barn, shed, doghouse, pen, shelter, or mobile home, moveable building or any other outbuilding shall be used on any Lot at any time as a residence or as a storage facility, either temporarily or permanently without the approval of the Declarant. The construction of all Improvements shall be done in accordance with the Plans and Specifications approved by the Declarant pursuant to Article IV. All Owners must ensure that the construction of all Improvements is carried on in a neat and workmanlike manner.

9.5. All Lots shall be used exclusively for residential purposes. There shall be no

business, either retail or wholesale, trade or professional activity located on or conducted from any Lot or building thereon. No business vehicles, including trucks (larger than one ton pick-up) or any similar vehicles used for business purposes shall be parked on any street or any lot unless same are parked within an enclosed garage. This prohibition shall not apply to the vehicles of service or utility establishments, mercantile or construction businesses while engaged in the rendering of services or performance of business with the inhabitants of the Property or for the Property itself. Furthermore, this prohibition shall not apply to any sales or marketing office established and maintained for the sale and marketing of the Property by Declarant.

9.6. No signs of any kind shall be displayed to the public eye on any Lot except:

(a) One sign of not more than two (2) feet on a side, the purpose of which shall be to advertise the Lot or House for sale or rent.

(b) Signs used by a builder to advertise the Lot during the construction and sale period.

(c) Any size or type of sign Declarant, or his successors, assigns or agents, may choose to erect, for the purpose of advertising the sale of Lots and/or structures in said Property.

(d) Any size or type of sign Declarant chooses to erect at the entrance to the Property, for the purpose of naming or identifying the Property. This sign may be placed upon any Lot, which fronts on the Property entrance.

9.7. All driveways and additions thereto shall be of Concrete and constructed at the time of the building construction. The minimum width of any driveway shall be ten (10) feet.

9.8. No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. In addition to the other provisions herein, recreational apparatus, including swing sets, swimming pools, basketball courts, (a basketball pole with backboard will be permitted next to driveway on the garage pad, but not closer than 20 feet from the back of the curb of the street), playground equipment, satellite dishes, or similar devices shall not be located at any point toward the front Lot line, past a line drawn parallel to the most forward front of the Improvement. Such device shall be shielded as much as practical from view from the street. The Declarant shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove of any recreational lighting.

9.9. Each Owner shall tap in to the water system and be completely and absolutely responsible for any and all charges, ordinances and requirements of St. Clair County or Monroe County.

9.10. No swimming pool, including any fence which would surround the swimming pool, shall be constructed or erected without the approval of the Declarant.

9.11. No gas, oil, or fuel tank shall be permitted on any Lot without the approval of the Declarant, except during construction of any improvement.

9.12. No Lot in the Property may be further divided except upon the express written approval of the Declarant.

9.13. All soil or other construction materials shall be removed immediately after the home is complete, which is defined to mean when an occupancy permit is issued by St. Clair County or Monroe County, Illinois.

9.14. Mailboxes are to be constructed of the same masonry material as the dwelling structure.

ARTICLE X **Lakes**

10.1. Lake Rules: Non motorized boats only, i.e. Johnboats, and paddle boats shall be allowed on Lakes "A", "B", & "D". Small boats and pontoon boats not exceeding sixteen feet (16') and motors not exceeding 9.9hp will be allowed on Lake "C". No water bikes of any kind will be allowed on any of the lakes. No dumping or "jugging" shall be allowed. Any water activity participants on any lake will be responsible for picking up their trash. No swimming will be allowed in the lakes. Individual boat docks will be allowed on all of the lake lots but must be approved by Declarant. In no event shall any boat, or other items or paraphernalia, whether utilized for the use of the Lake or otherwise, be stored or kept on the bank or shore of the lake, or within visibility of the lake except, and only, during the actual use thereof. Boats must be kept secured to Docks in all other events; such boats, etc. shall be removed from the Lake and stored in an appropriate "improvement" and removed from visibility at the end of the boating season. The lakes are intended for private residence use only. A Lake Owner's Association shall be established for management and maintenance of all lakes.

10.2. Declarant reserves the right to amend this Article X, or any part thereof, at any time, even if Declarant no longer owns lots in the said subdivision.

ARTICLE XI **Propane**

11.1. Midwestern Propane Gas Company, at its expense, has installed a state-of-the-art propane gas distribution system within the subdivision.

11.2. To the fullest extent permitted by law, Midwestern Propane Gas Company is the exclusive provider of propane gas within the subdivision.

ARTICLE XII
Sewage Systems

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12.1. All residences shall have individual sewer systems as approved by the State of Illinois and St. Clair County Health Department and/or Monroe County, Illinois.

12.2. All Lot Owners must provide suitable access to the sewage treatment unit located on the lot, for the purpose of operation and maintenance. Such access shall be in the form of an implied easement and shall run with the land. The easement will be of ample width and character as to provide direct access to the sewage treatment unit for such vehicles as trucks and sludge pumping equipment as needed. The easement will be available at all times to authorized personnel, including the Subdivider, and the contract maintenance company or their representatives. Any damage to lawns, landscaping, or other obstructions which are clearly unavoidable in the course of normal maintenance or during emergency conditions shall be the responsibility of the Lot Owners, and there shall be no liability accrued by those properly authorized to perform said work.

12.3. All of the sewage treatment units shall be built and maintained in compliance with the specifications of the manufacturer, and within state and local regulations. Said systems shall be maintained in accordance with the guidelines and regulations for the wastewater collection and filtration system as established by St. Clair County and/or Monroe County or other governmental authority and shall not violate St. Clair and/or Monroe County Health Departments or other appropriate governmental entity regulations, nor become a nuisance.

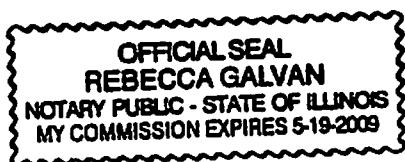
12.4. Maintenance of any pipe, pump, or device of any kind located within a Lot shall be maintained and replaced by the Owner of such Lot.

SOUTHERN ILLINOIS DEVELOPMENT, LLC

BY: _____

BY: _____

SUBSCRIBED to and SWORN before me this 11th day of May, 2006.

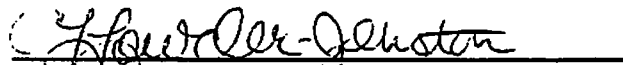


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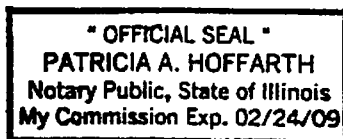
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RANDALL S. JOHNSTON & CATHERINE L.L.
JOHNSTON CONSENT TO THE
FOREGOING AMENDED, REVISED AND
RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS OF STONEHENGE ESTATES
PHASE I


RANDALL S. JOHNSTON


CATHERINE L.L. JOHNSTON

SUBSCRIBED to and SWORN before me this 1 day of May, 2006.




NOTARY PUBLIC

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May 2, 2006

Stonehenge 127.98 Acres, (including Lot 25)

Preliminary Plat Description

TWM Project # D30-050235A

Part of the Southeast Quarter of Section 31, and part of the Southwest Quarter of Section 32, all in Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows:

Beginning at the northwest corner of the Southwest Quarter of Section 32, Township 1 South, Range 9 West of the Third Principal Meridian; thence South 89 degrees 04 minutes 20 seconds East, an assumed bearing along the north line of the Northwest Quarter of the Southwest Quarter of said Section 32, a distance of 1330.41 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32; thence South 00 degrees 09 minutes 35 seconds West, along the east line of Northwest Quarter of the Southwest Quarter of said Section 32, a distance of 1312.22 feet to the southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 32; thence South 89 degrees 07 minutes 52 seconds East, along the north line of the Southeast Quarter of the Southwest Quarter of said Section 32, a distance of 1331.12 feet to the northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 32; thence South 00 degrees 07 minutes 41 seconds West, along the east line of the Southeast Quarter of the Southwest Quarter of said Section 32, a distance of 198.50 feet; thence North 89 degrees 41 minutes 17 seconds West 199.67 feet; thence southeasterly 50.42 feet, along a non-tangent curve to the right with a central angle of 12 degrees 50 minutes 23 seconds, having a radius of 225.00 feet, and a chord which bears South 06 degrees 06 minutes 28 seconds East a chord distance of 50.32 feet; thence South 89 degrees 41 minutes 17 seconds East 194.21 feet to the east line of the Southeast Quarter of the Southwest Quarter of said Section 32; thence South 00 degrees 07 minutes 41 seconds West, along the said east line, a distance of 205.13 feet; thence North 89 degrees 52 minutes 19 seconds West 40.00 feet; thence South 05 degrees 15 minutes 41 seconds West 243.79 feet; thence South 12 degrees 35 minutes 09 seconds East 147.67 feet; thence South 89 degrees 52 minutes 19 seconds East 29.31 feet to the east line of the Southeast Quarter of the Southwest Quarter of said Section 32; thence South 00 degrees 07 minutes 41 seconds West, along said east line, a distance of 470.39 feet to the southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North 89 degrees 12 minutes 35 seconds West, along the south line of the

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Southeast Quarter of the Southwest Quarter of said Section 32, a distance of 1062.75 feet to the southwesterly line of Lot 46 of "Stonehenge", a subdivision of part of Sections 31 and 32 of Township 1 South, Range 9 West, and part of Section 5 of Township 2 South, Range 9 West, the plat of which is recorded in Plat Book 102, at pages 9, 10, and 11 of the St. Clair County records; thence the following courses and distances along the southwesterly lines of Lots 46, 45, and 44 of said "Stonehenge" subdivision, North 23 degrees 17 minutes 27 seconds West 69.60 feet; thence North 42 degrees 31 minutes 51 seconds West 59.25 feet; thence North 26 degrees 58 minutes 11 seconds West 76.38 feet; thence North 51 degrees 50 minutes 27 seconds West 81.62 feet; thence North 54 degrees 27 minutes 35 seconds West 46.17 feet; thence North 33 degrees 26 minutes 24 seconds West 51.91 feet; thence North 88 degrees 31 minutes 00 seconds West 47.44 feet; thence South 85 degrees 03 minutes 53 seconds West 66.22 feet; thence North 22 degrees 09 minutes 40 seconds West 37.18 feet to the south line of a parcel conveyed to Southern Illinois Development, LLC by deed recorded as Document A01946807 in the St. Clair county records; thence South 88 degrees 48 minutes 30 seconds West, along the south line of said Southern Illinois Development, LLC parcel, a distance of 33.14 feet; thence South 70 degrees 28 minutes 30 seconds West along the south line of said Southern Illinois Development, LLC parcel, a distance of 157.00 feet; thence North 70 degrees 47 minutes 54 seconds West, along the south line of said Southern Illinois Development, LLC parcel, a distance of 85.06 feet; thence North 19 degrees 11 minutes 58 seconds East, along the west line of said Southern Illinois Development, LLC parcel, a distance of 132.56 feet; thence North 53 degrees 38 minutes 56 seconds East, along the south line of said Southern Illinois Development, LLC parcel, a distance of 105.50 feet; thence North 07 degrees 05 minutes 09 seconds East 51.93 feet; thence North 04 degrees 59 minutes 55 seconds East 12.21 feet to the southeast corner of Lot 24 of said "Stonehenge" subdivision; thence South 74 degrees 06 minutes 28 seconds West, along the south line of Lot 24 of said "Stonehenge" subdivision, a distance of 188.77 feet to the southwest corner of said Lot 24; thence South 03 degrees 40 minutes 12 seconds East, along the east line of the 0.96 acre Common Ground and Easement Lot of said "Stonehenge" subdivision, a distance of 168.03 feet to the southeast corner of said Common Ground and Easement Lot; thence South 39 degrees 03 minutes 47 seconds West, along the southeasterly line of said Common Ground and Easement Lot and Lot 28 of said "Stonehenge" subdivision, a distance of 341.26 feet to the south line of said Lot 28; thence North 89 degrees 03 minutes 14 seconds West, along the south line of said Lot 28 and Lot 29 of said "Stonehenge" subdivision, a distance of 511.86 feet; thence North 44 degrees 07 minutes 38 seconds West, along the southwesterly line of said Lot 29, a distance of 191.10 feet; thence North 09 degrees 09 minutes 22 seconds West, along the westerly line of said Lot 29, a distance of 21.21 feet to the southeast corner of Lot 13 of said "Stonehenge" subdivision; thence North 89 degrees 03

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minutes 14 seconds West, along the south line of Lots 13 and 12 of said "Stonehenge" subdivision, a distance of 276.58 feet to the county line between St. Clair and Monroe Counties; thence North 42 degrees 04 minutes 57 seconds West, along said county line, a distance of 741.63 to the west line of Lot 2 of said "Stonehenge" subdivision; thence North 00 degrees 02 minutes 55 seconds East, along the west line of said Lot 2 and west line of Lot 3 of said "Stonehenge" subdivision, a distance of 586.84 feet to the northwest corner of said Lot 3; thence South 89 degrees 10 minutes 41 seconds East, along the north line of said Lot 3, Lot 4 & Lot 5 of said "Stonehenge" subdivision, a distance of 696.34 feet to the west line of said Section 32; thence North 00 degrees 11 minutes 30 seconds East, along the west line of said Section 32, a distance of 1283.67 feet to the point of beginning.

Subject to easements, conditions and restrictions of record.