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2013R47448

STATE OF ILLINOIS
MADISON COUNTY

11/13/2013 1:12 PM

AMY M. MEYER, RECORDER

REC FEE: 32.00

CO STAMP FEE:

STAMP FEE:

FF FEE:

RHSPS FEE: 9.00

11/13/2013 1:12 PM

COVENANTS AND RESTRICTIONS

FOR THE VILLAS AT SPORTSMAN'S PARK, VILLAGE OF BETHALTO, MADISON COUNTY, IL

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, R.L.P. Development Company, Inc., an Illinois Corporation ("Developer"), is the Owner of the following described real estate, to wit:

OK
41.00 · 4287

(See Exhibit A attached hereto for legal description)

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, proportion thereof, for use and sale, subject to the following covenants, conditions, and restrictions and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their heirs, executors, administrators, successors, or assigns, except subject to the following covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.**

These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, until January 1, 2033 at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the Owners of at least 67 percent of the Lots, it is agreed to change said Covenants and Restrictions in whole or in part. Until the last Lot in the subdivision is sold by the undersigned, these Covenants and Restrictions may be rescinded or amended by the undersigned after receiving necessary approvals from the Village of Bethalto, if any are required. Each Lot shall have two votes, one vote per dwelling unit provided however, if only one dwelling unit or no dwelling units have been built on a Lot, that Lot shall still have two votes, to be cast in the aggregate or in fractions as agreed by and between the owners of the Lot. If a vote is not cast, it shall be counted as opposing changing these covenants. These Covenants and Restrictions and any rescission or amendment hereto shall be effective upon recording in the Recorder's Office of Madison County, Illinois, and, in the case of a rescission or amendment shall be accompanied by an affidavit certifying said vote by the secretary of the Homeowner's Association herein below established. Certain officers of the Developer will be the Architectural Control Committee for each Lot in the subdivision until an occupancy permit has been issued on such Lot; this is not subject to rescission or amendment unless agreed to by the Developer. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and power and authority is hereby given, to any other person or person owning any of the above described real property, or for the Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. **DEFINITIONS.** As used herein, the following terms shall have the meanings set forth hereinafter, except and unless the context requires otherwise:

A. "Lot" and the plural thereof shall mean those portions of the Subdivision to which these Covenants and Restrictions apply, which are shown, enumerated and marked by the measurements of their boundaries on the recorded plat of the Subdivision. Unless the context requires otherwise, and as used herein, the words "premises," "property," "site," and "parcel of land" shall have the same meaning as "Lot."

B. (i) "Unit," "Dwelling" and "Dwelling Unit," and the plural of each, shall mean a single, discrete enclosed space, suitable and intended for human occupation, and inhabited or intended to be inhabited by one or more individuals or a single family group, but shall not include those enclosures wherein occupation is prohibited by the eighth paragraph of Section 6 of these Covenants and Restrictions, excepting an attached garage, but only as reference thereto is used in describing the totality of a Dwelling or Dwelling Unit.

(ii) "Villa Unit," as used herein, shall mean that individual portion of a single edifice divided into two separate spaces and areas, each intended for occupation and habitation by a separate family group, person or group of persons, with each such space and area being considered a "dwelling" or "dwelling unit."

(iii) "Structure," "house," "home," "dwelling house," "building," "dwelling structure," "residence," "residential structure," and "villa," and the plurals of each, when used in these Covenants and Restrictions, shall mean the entirety of the edifice, with garage, erected upon a Lot, whether undivided and used by one or more individuals or a single family group, or divided and used as two "Villa Units."

3. **LAWN CARE AND SNOW REMOVAL.** The Homeowners Association hereinafter described shall, for all dwelling units for which an occupancy permit has been issued by the Village of Bethalto and which are not owned by the Developer, contract and pay for regular lawn mowing at such intervals as are necessary to maintain a neat and well-maintained appearance of lawns and yards, and shall further contract and pay for driveway snow removal after an accumulation of two inches (2") or more of snow. In addition, the Homeowners Association shall contract and pay for the application of two "weed and feed" lawn treatments annually for all dwelling units as aforesaid.

4. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a two-family attached dwelling unit, not to exceed two stories in height, excluding the basement. Each side of the two-family villa units must have an attached garage capable of housing at least two vehicles per unit. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions.

5. **SIDEWALKS.** **The Owner of each Lot shall construct a sidewalk (or sidewalks)** on each such Lot, when and as required by the Village of Bethalto, at such Lot Owner's expense. This obligation shall exist whether the sidewalk(s) is constructed on private property, on the road right-of-way, or partially on each. If any Lot Owner or Partial Lot Owner fails to complete said sidewalk or sidewalks within 60 days of demand, then the Homeowners Association may complete said sidewalk or sidewalks and bill the cost thereof to said Lot Owner or Lot Owners; if not paid within 30 days, a lien may be filed, which will then attach to said Lot in the manner as described in Section 22 below.

The Village of Bethalto requires that all sidewalks be maintained in accordance with the Village of Bethalto then current subdivision control ordinance by, and at the cost of the Lot Owner or Lot Owners. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the Lot Owner or Lot Owners fail(s) to repair or maintain the sidewalks as herein provided; the Village may make said repairs and charge the cost thereof to the Lot Owner or Lot Owners, and /or as a lien upon the real estate where said repairs were made. The Village of Bethalto shall have the power and authority to maintain an action to foreclose upon said lien.

6. **BUILDING LOCATION.** Measured from the structure eave No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than Seven and one half (7.5) feet from any side lot line or closer than Twenty-Five (25) feet from any rear lot line; Provided, however, in no event shall a building be constructed closer to any lot line than is

permitted by the ordinances of the Village of Bethalto, nor shall a building be located in violation of the ordinances of the Village of Bethalto. Further provided, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side lot line restrictions are hereby waived as to the lines between said combined Lots, and the combined Lots shall thereafter be considered one lot for the purposes of these Covenants and Restrictions.

7. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of certain officers of the Developer or the appointees of the undersigned R.L.P. Development Company, Inc.. The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement of any site preparation or construction on any Lot and also to the Village of Bethalto for obtaining proper permits, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of general contractor or construction company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot; and
- F. Landscaping plan.

The Architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. Certain officers of the Developer or its appointees will serve as the Architectural Control Committee until the Developer specifies, or the sale of 67% of the lots, whichever comes first. Commencing no later than with the sale of 68% of the lots in the Subdivision, the Homeowners Association herein described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot or portion thereof that has had occupancy permit issued on it. However, the Architectural Control Committee appointed by the Developer shall have absolute discretion in the approval or disapproval of any structures in the Subdivision pursuant to these covenants and restrictions or disapproval of any structure in the Subdivision pursuant to these covenants and restrictions on each lot or portion thereof until an occupancy permit has been issued for that lot or portion thereof. At the first such meeting, two members of the architectural Control Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected. **ARCHITECTURAL CONTROL OVER THE LOTS OR PORTIONS THEREOF THAT HAVE NOT HAD OCCUPANCY PERMITS ISSUED BY THE VILLAGE OF BETHALTO WILL REMAIN THE RESPONSIBILITY OF THE ARCHITECTURAL CONTROL COMMITTEE ESTABLISHED BY THE DEVELOPER.**

8. **DWELLING SIZE AND MISCELLANEOUS.** This paragraph applies to two-family units: No one-story dwelling shall be permitted, on any Lot excluding garages, any space below ground level, and open porches and balconies which has less than 1450 square feet; no one-and-one half story or two story dwelling shall be permitted, on any Lot which has less than 1,450 square feet of such floor space per unit with at least 750 square feet of such space on the first level, (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

Every dwelling constructed in accordance with these covenants, conditions and restrictions shall have a **front, street-facing entry door that shall be black in color**, whether manufactured, stained, or painted to comply with this requirement. **Every auxiliary front entry door (as, by example, a screen or storm door) shall be white in color.**

The window frames of every dwelling constructed in accordance with these covenants, conditions and restrictions shall be white in color.

Neither decorative nor functional window shutters are required to be installed on any dwelling constructed as aforesaid; however, any shutters which are installed shall be black in color, and shall be panel type (not louvered).

No recreational apparatus of any kind shall be allowed in the front yard of any Lot or on the side yard up to the rear of the dwelling structure, 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. Recreational apparatus, including swing sets, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. **No above ground swimming pool shall be placed on any lot within the subdivision.** Basketball goals will be allowed provided they are freestanding of the residential structure. The Type and style of basketball goals must be approved by the Architectural Control Committee/Homeowners Association prior to installation. Basketball goals shall be prohibited on cul-de-sacs and Village Public Streets. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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

No Lot or driveway, outside the exterior wall of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

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

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

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Control Committee.

No retail business of any kind shall be permitted in the Subdivision, nor shall any other business except home offices not open to the public.

Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but

shall be located at least 20 feet from any Lot line.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

No clothesline shall be allowed, constructed or placed upon any Lot.

9. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish type, style and location must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

10. **GARAGE REQUIREMENTS.** Each side of the two family villa units must have an attached garage capable of housing at least two vehicles per unit. All buildings, including garages, shall be attached to the dwelling structure.

A paved area shall be provided by the Owner of each Unit suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete or brick and subject to the Village of Bethalto requirements.

Driveways must be located in agreement with the Village of Bethalto then current ordinances.

Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.

Garage doors shall be white insulated steel with windows.

11. **BRICK and EXTERIOR WALL REQUIREMENTS.** The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **Brick, brick veneer, stone, or cultured stone is required on 25% of the front exterior wall surface** (excluding windows and doors), and **shall be of that color known as "Goshen Blend,"** as so designated by Richards Brick Company, Edwardsville, Illinois, as of the date of these covenants, conditions and restrictions. The balance of the exterior walls may be **premium grade Double 4 or Dutch Lap vinyl siding** grade 0.42 to 0.44 or better, any other option shall be approved by the Architectural Control Committee. **All vinyl siding as aforesaid shall be white in color.** All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under eave, overhang and porch areas.

12. **FENCE REQUIREMENTS, EASEMENTS, AND MAINTENANCE:**

A. **Drainage Easements:** A permanent, non-exclusive easement has been reserved for and granted to the Village of Bethalto, Madison County, Illinois, in, upon, across, over, under, and through the areas shown and labeled "Drainage Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, ditches, swales, catch basins, culverts,

pipng, and without limitation such other installations as may be required to provide for drainage of surface water from, to, or through the subdivision, and such other appurtenances and additions thereto as said Village may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said Village to cut down, trim, or remove any soil, silt, trees, shrubs, other plants or appurtenances or structures that interfere with the operation of or access to said drainage ways, in, on, upon, or across, under, or through said "Drainage Easement." **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping shall be placed on said "Drainage Easement" that then or in the future interfere with the aforesaid uses and rights.** Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"

Any wall, fence or fencing constructed or erected within or upon any type of easement other than a drainage easement shall comply with the provisions of Section 10(C) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

B. Utility Easements: A permanent, non-exclusive easement has been reserved for and granted to the Village of Bethalto, Madison County, Illinois, and to those public utility companies operating in the Village of Bethalto, in, upon, across, over, under, and through the areas shown and labeled "Utility Easement" on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, sanitary sewers, storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, all manholes, hydrants, pipes, connections, catch basins, wire, conduit, and without limitation, such other installations as may be required to furnish public utility service to or through the subdivision, and such other appurtenances and additions thereto as said Village and utilities may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said Village and utilities to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers or, without limitation, utility installations in, on, upon, or across under, or through, said "Utility Easement." **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping shall be placed on said "Utility Easement" that then or in the future interfere with the aforesaid uses and rights.** Where a "Utility Easement" is used for water, storm, or sanitary sewers, other utility installations shall be subject to the prior approval of the said Village so as not to interfere with or cause damage to these systems. Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"

C. Other Fence Construction: No fence or fencing of any kind shall be allowed in the front yard of any Lot nor on the side yard up to the rear of the dwelling structure, 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. **No fence or fencing over 5 feet in height shall be allowed on any Lot** (without permission of the Architectural Control Committee), nor shall any fence or fencing be located closer than one foot to any Lot line. All fences and **fencing shall be vinyl or vinyl coated and shall be white in color.** A fence or fences may be of **professionally constructed wrought iron, and shall be white, or black in color** and be compatible with the natural surroundings, subject to the conditions herein set out for materials. **No chain link, wire, or other metal wall, fence or fencing shall be permitted.** No wall may be constructed on any Lot; provided, however, and notwithstanding the foregoing, a wall may be erected as part of the landscaping plan on a Lot, if such wall is not of a height to exceed twenty-four (24) inches. Further provided, that the prohibition on erection or construction of a wall herein shall not be interpreted to apply to a wall erected for support of a dwelling unit or as a means of retaining earth abutting or adjacent to a dwelling unit, so long as the wall so erected complies with the ordinances of the Village of Bethalto. All

walls, fences and fencing plans must be submitted to and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of the foregoing Sections 10(A) 10(B) or 10 (C) shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as a waiver of any subsequent violation or vary the terms of these provisions.

If Village of Bethalto zoning ordinances on fencing around in ground swimming pools is changed and these covenants as they currently exist will not meet the changed zoning requirement then the covenants will automatically be changed to adopt the minimum change required to bring them in compliance with the new zoning ordinance.

13. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) 30 YEAR ARCHITECTURAL GRADE SHINGLES, EQUAL TO, EQUIVALENT OR BETTER THAN TRU DEF DURATION BRAND, MANUFACTURED BY OWENS CORNING COMPANY,** and shall be **BLACK IN COLOR,** as designated by said manufacturer. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. **NO 3 TAB SHINGLES ARE PERMITTED.** All roofs must have a **MINIMUM OF A 6/12 PITCH.**

14. **MAIL BOX, AND ADDRESS PLACQUE.** All Unit Owners will be required to install **MATCHING MAILBOXES, AND ADDRESS PLACQUE,** which will be furnished by the Developer on the initial installation. Any additional mailboxes, and address plaques must match and will be purchased by the Unit Owner.

15. **LIVESTOCK AND PETS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

16. **SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the rear wall of the dwelling unit will be **landscaped with grass sod.** The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

17. **CONSTRUCTION OF VILLAS, MAINTENANCE OF PROPERTY.** During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

The burning of any material outside of any dwelling shall be prohibited, except cooking food by gas, charcoal, or wood outside the dwelling is permitted. 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 adjoining property or public right of way. Neither shall the owner or occupant of any Lot or parcel of land in the Subdivision alter the topography, grade, or elevation of a Lot or parcel of land so as to trap or dam flowing water or alter any area of natural drainage so as to prevent the flow of water across the lot or parcel of land so owned or occupied. Grading shall be sloped and tapered at the side or rear Lot lines in such a

manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter down spouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lot or lots.

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the Village of Bethalto is issued.

18. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

19. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

20. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision.

21. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the Subdivision. No building, fence, landscaping or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

22. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of subdivision common areas and common areas used as green space, detention basin, street, boulevards and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by these Covenants and Restrictions, or established by the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having two votes (if a Lot has two dwelling units on it, the owner of each dwelling unit will have one vote for that lot, to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessments against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Lot or Lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Lot or Lots. The owners of each Lot shall collectively own two shares in the Homeowners Association. R.L.P. Development Company, Inc. shall be entitled to cast two votes for each lot that it owns in the subdivision.

23. **HOMEOWNERS ASSOCIATION.** By January 1, 2015, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be appointed by the Developer. The Homeowners Association shall be a not-for-profit corporation. The planned name of the Homeowners Association

is Sportsman's Park Villas Homeowners Association, ("Homeowners Association"). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities including by way of example, if any, landscaping, Subdivision fences, entrance improvements, boulevards, easements, common areas and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2015. The owners of each lot may from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowners Association responsibility for a period of 30 days after receiving written notice from the Village of Bethalto in writing, the Village of Bethalto shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association or both.

The Homeowners Association shall pay \$750.00 per year to the homeowners association of Sportsman's Park or to the Developer for the purpose of maintaining the detention basins not included within the boundaries of Sportsman's Park Villas.

The initial Homeowners Association dues will be \$60.00 per dwelling unit per month. A Lot not improved with a dwelling unit shall be assessed annual dues of \$100.00 until such time as an occupancy permit is issued by the Village of Bethalto for that unit, and from the date of issuance of said permit, monthly dues for that unit shall be \$60.00 per month. For purposes of this paragraph, a Lot improved with a two-family attached dwelling unit shall be considered to be two dwelling units. In the case of a two-family attached dwelling unit for which an occupancy permit has been issued for only one half thereof, the unit for which the said permit has not been issued will be assessed annual dues of \$100.00 until such permit is issued, and thereafter, the annual dues for that unit shall be \$60.00 per month as stated above. The Developer shall not be assessed Homeowners Association dues, regardless of whether such Lot has been improved with one or two dwelling units. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 of each year. Upon purchase or the issuance of an occupancy permit for a dwelling unit, the monthly dues provided for herein shall be paid on a quarterly basis, and are due on January 5th, April 5th, July 5th, and October 5th.

IN WITNESS WHEREOF the undersigned has set its hand and seal this 12th day of NOVEMBER, A.D. 2013.

R.L.P. Development Company, Inc.

By: [Signature]
President

STATE OF ILLINOIS)
COUNTY OF MAADISON) ss.

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT L. PLUMMER personally known to me to be the President . which signed the foregoing document, 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 severally acknowledged that as such President he signed and delivered the said instrument as President of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial seal this 12th day of NOVEMBER, A.D. 2013.

[Signature]
Notary Public

Prepared by and Return to:
John A. Ess #0755608
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025
618-655-2454

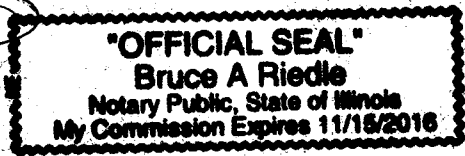


EXHIBIT A

DESCRIPTION OF VILLAS AT SPORTSMANS PARK

Part of Section 2, Township 5 North, Range 9 West of the Third Principal Meridian, County of Madison, State of Illinois and being more particularly described as follows:

Beginning at the intersection of the northeasterly right of way of F.A.P. Route 310 (a.k.a. I-255), reference being had to the plat thereof in the Madison County Recorder's Office as Document Number 2003R68765, and the easterly line of Lot 39 of Sportsman's Park, reference being had to the plat thereof in the Madison County Recorder's Office as Document Number 2006R49480; thence North 09 degrees 56 minutes 31 seconds East, on said easterly line of said Lot 39, a distance of 218.94 feet to a southerly line of said Sportsman's Park; thence on said southerly line of Sportsman's Park the following three courses and distances: 1.) South 80 degrees 03 minutes 29 seconds East, 282.83 feet; 2.) South 52 degrees 32 minutes 46 seconds East, 281.12 feet; 3.) South 86 degrees 32 minutes 58 seconds East, 439.34 feet to an easterly line of said Sportsman's Park; thence North 03 degrees 27 minutes 02 seconds East, on said easterly line of Sportsman's Park, 9.14 feet to a southerly line of said Sportsman's Park; thence on said southerly line of Sportsman's Park the following three courses and distances: 1.) South 86 degrees 32 minutes 58 seconds East, 119.26 feet; 2.) South 66 degrees 20 minutes 20 seconds East, 74.37 feet; 3.) South 64 degrees 12 minutes 57 seconds East, 191.29 feet to the westerly right of way line of Stadium Drive, also being an easterly line of a tract of land described in Document Number 2004R70361; thence on said westerly line of Stadium Drive the following five courses and distances: 1.) South 01 degrees 27 minutes 22 seconds East, 161.51 feet; 2.) Southerly 3.24 feet on a curve to the right having a radius of 125.00 feet, the chord of said curve bears South 00 degrees 42 minutes 48 seconds East, 3.24 feet; 3.) Southerly 7.47 feet on a non-tangential curve to the right having a radius of 125.00 feet, the chord of said curve bears South 01 degrees 44 minutes 27 seconds West, 7.47 feet; 4.) South 03 degrees 27 minutes 09 seconds West, 5.46 feet; 5.) Southwesterly 38.06 feet on a non-tangential curve to the right having a radius of 25.00 feet, the chord of said curve bears South 47 degrees 04 minutes 11 seconds West, 34.49 feet to the southerly line of said tract of land described in Document Number 2004R70361; thence on said southerly line of tract of land described in Document Number 2004R70361 the following six courses and distances: 1.) North 89 degrees 18 minutes 48 seconds West, 334.65 feet; 2.) North 52 degrees 26 minutes 01 seconds West, 23.66 feet; 3.) South 89 degrees 10 minutes 36 seconds West, 19.66 feet; 4.) South 71 degrees 34 minutes 57 seconds West, 41.79 feet; 5.) North 89 degrees 18 minutes 48 seconds West, 183.10 feet; 6.) North 86 degrees 32 minutes 58 seconds West, 468.25 feet to said northeasterly right of way of F.A.P. Route 310 (a.k.a. I-255); thence North 39 degrees 28 minutes 22 seconds West, on said northeasterly right of way line of F.A.P. Route 310 (a.k.a. I-255), a distance of 398.31 feet to the Point of Beginning.

Said parcel contains 10.17 acres, more or less.

Subject to easements, conditions and restrictions of record.