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MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

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TOTAL FEE: \$35.00

PAGES: 9

Courtesy - Tom Benedick

Second Amendment to Stone Briar Declaration of
Covenants, Conditions, Restrictions and Easements

35

Dated: February 5, 2013

Instrument: Second Amendment to Stone Briar Declaration of
Covenants, Conditions, Restrictions and
Easements

Grantor: Stone Briar, LLC
503 Rebecca Drive
O'Fallon, IL 62269
Attn: Ronald J. Harper

Grantee: Stone Briar Homeowner's Association, Inc.
503 Rebecca Drive
O'Fallon, IL 62269
Attn: Ronald J. Harper

Date: February 5, 2013

Reference: Stone Briar Declaration of Covenants,
Conditions, Restrictions and Easements,
recorded as Document A01892516 in Bk. 4140, Pg.
2166 on February 10, 2005 in the St. Clair
County Records; Declaration of Sign Easements,
recorded as Document A01917764 in Bk. 4198, Pg.
2307 on June 29, 2005 in the St. Clair County
Records; and Final Plat - Stone Briar Phase 1
recorded in Plat Bk. 105, Pg. 25 in St. Clair
County

County: St. Clair County, Illinois

To: Thomas Benedick
Attorney at Law
1004 S. Lincoln Ave., Ste. 12
O'Fallon, IL 62269

**SECOND AMENDMENT TO
STONE BRIAR DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS SECOND AMENDMENT to the Stone Briar Declaration of Covenants, Conditions, Restrictions and Easements (this "Amendment") is made and executed by Stone Briar, LLC, an Illinois limited liability company ("Developer"), as of this 5th day of February, 2013.

WHEREAS, Developer subjected the property described on Exhibit A (the "Property") to the Stone Briar Declaration of Covenants, Conditions, Restrictions and Easements recorded as Document A01892516 in Bk. 4140, Pg. 2166 on February 10, 2005 in the St. Clair County Records (the "Declaration"), formed the Stone Briar Homeowner's Association, Inc. (the "Association") to act as the homeowners' association of the Development (as defined in the Declaration); and

WHEREAS, Developer amended the Declaration in instrument First Amendment to Stone Briar Declaration of Covenants, Conditions, Restrictions and Easements recorded as Document A02311713 on April 25, 2012 in the St. Clair County Records;

WHEREAS, Developer has determined it is in the best interests of the Development and the present and future Owners to amend the Declaration to correct certain deficiencies and to promote the further development of the Development by Developer and third party homebuilders, successors and assigns of Developer, including but not limited to McBride Stone Briar, LLC, a Missouri limited liability company ("McBride"); and

WHEREAS, Developer desires and intends this Amendment to be a Special Amendment (as defined in the Declaration) and an exercise of its declarant rights for the benefit of the Association and individual Owners (as defined in the Declaration).

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained in the Declaration, and the right and authority granted Developer therein, said Declaration is amended as follows:

1. The First Amendment to Stone Briar Declaration of Covenants, Conditions, Restrictions and Easements is hereby deleted in its entirety and replaced with the following:

- A. Section 9.8 is hereby deleted in its entirety and replaced with the following new Section 9.8:

No one story dwelling shall be permitted on any Lot which has less than 1700 square feet of livable floor space, excluding garages, space below ground level, and open porches and balconies. No two story or one and one-half story dwelling shall be permitted on any Lot which has less than 2200 square feet of such floor space, with at least 1100 square feet of such space on the first floor, excluding garages, space below ground level, and open porches and balconies. The home must contain twenty-five percent (25%) masonry on the front elevation and the roof shall be 6/12 pitch architectural shingles - thirty (30) year life minimum.

- B. Section 9.14 shall be the following:

9.14 (a) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Board as to location, material and height, and the decision of the Board to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Board on the Common Area. The Board may require an application by submitted setting forth the proposed location, material and height of all such fences.

(b) The Board's review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Board that strict adherence to such standards and requirements would (i) create an undue hardship on the applicant; (ii) approval would be in the best interests of the Development, in which case the Board is authorized to approve fencing which does not strictly conform to the following requirements:

(1) Maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing

shall run the full perimeter of the yard and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Board.

- (3) All fencing shall be:
 - (a) Wrought iron or aluminum simulated wrought iron;
 - or
 - (b) picket style made of wood or vinyl;
- (4) All fencing shall be made only of the following materials:
 - (a) Wrought iron or aluminum simulated wrought iron;
 - or
 - (b) Cedar, redwood or wolmanized (treated wood) or vinyl.
- (5) Cedar, redwood, wolmanized (treated wood) or vinyl board fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be three inches (3") regardless of the picket width.
- (6) All fences shall be installed with the good side facing out.
- (7) The Board, in its discretion, may, but shall not be obliged to, require that all Lots be professional surveyed to assure

proper fence locations prior to installation thereof.

- (8) All wood fences shall remain in their natural state, that is, they cannot be painted a color.
- (9) The Board may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Board's discretion to comply with all laws and code and to prevent hardship.
- (10) All fence posts shall be anchored in a base of concrete at least one foot six inches (1' 6") into the soil.
- (11) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Board, a six foot (6') privacy or "shadow box" fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Development. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.
- (12) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

2. Mailboxes. Section 9.15 shall be as follows: All mailboxes and posts shall be of aluminum finish.

3. Easements in Favor of Association.

A. The Association is hereby granted a non-exclusive easement over and across the western 25 feet of Lots 1, 12, 13, 14 and 42, fronting Old Collinsville Road, for the purpose of maintaining a landscaping berm. The Association shall plant, care

for, maintain, spray, trim and replace trees, shrubbery and vegetation within said easement area.

B. The Association, with approval from applicable governmental entities, shall have the right and easement to erect ornamental entrance monuments on Lots 1 and 42 at the intersection of Stone Briar Drive and Old Collinsville Road within the building setback lines shown on the Subdivision Plat. The Association shall have the right to enter upon Lots 1 and 42 and the duty to maintain and repair such monuments, together with all related equipment, utility facilities and landscaping.

4. Recordation. This Amendment shall be recorded in the St. Clair County, Illinois Records and shall be effectible as of the date first set forth above.

5. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Amendment, the remainder of the Amendment shall remain in full force and effect.

6. No Further Amendment. Except as amended and modified hereby, all terms of the Declaration shall remain in full force and effect, and are hereby ratified and confirmed in all respects.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned Developer, by its duly authorized officer, has executed this Amendment as of the day and year first above written.

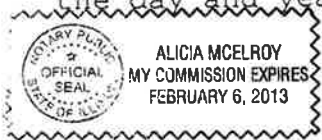
STONE BRIAR, LLC

By: Ronald J. Harper
Ronald J. Harper
Manager/Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLARI)

On this 5th day of February, 2013, before me appeared Ronald J. Harper, to me personally known, who, being by me duly sworn, did say that he is the Manager and Owner of Stone Briar, LLC, an Illinois limited liability company, and that said instrument was signed on behalf of said limited liability company, and that he acknowledge said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Alicia McElroy
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 101 and the Common Ground of the Final Plat of Stone Briar Phase 1, being a subdivision of part of the Southwest Quarter of Section 23, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 105 on page 25 as Document A01884355.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.