

HUNTER'S CREEK PHASE III RESTRICTIONS INDENTURE

WHEREAS, a real estate subdivision on a plat known as "HUNTER'S CREEK" being a subdivision of a tract of land in that part of the North Half of the Northwest Quarter of Section 30, Township 1 North, Range 6 West of the Third Principal Meridian, City of Mascoutah, St. Clair County, Illinois, is simultaneously being recorded in the Recorder's Office of St. Clair County, Illinois; and,

WHEREAS, Five Star Builders, Inc., by Nikki Renth, its President, and Steven Renth, its Secretary, owners of said subdivision, desire to impose on the said premises certain easements, conditions, restrictions, reservations, and, limitations; and,

NOW, THEREFORE, in consideration of mutual advantages to accrue to the owners of the premises comprising the said subdivision at the time of it's recording in the Recorder's Office of St. Clair County, Illinois, as well as to the future owners of the premises, there is hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations, and limitations, which are hereby made a part of the plat of the said "HUNTER'S CREEK" to wit:

1. Dwelling Size and Specifications: Single story dwelling shall have no less than 1400 square feet of living area. One and one half (1 1/2) story homes shall have no less than 2000 square feet. All homes must have at least a two (2) car garage.
2. Construction Materials for Dwelling: All homes must have brick or stone on the front of house facing the streets. When brick or stone is used no less than 50% of the exposed wall surface of the dwelling shall be brick or stone.
3. Construction Approval: No construction or alteration of any kind or the placement of any structure or materials upon any of said lots shall be permitted until the construction plans and specifications have been approved by the Subdivider, FIVE STAR BUILDERS, INC., or its assigns, in writing, a copy of the approved plans and specifications shall be kept on file. The plans and specifications submitted are not required to be prepared by a professional engineer or architect, but must present a professional appearance and be drawn to scale showing all elevations, drainage, footing and foundation drains, floor plans and exterior appearance of all dwellings, including exterior materials and exact color combinations to be used. Some shall be approved in writing by the subdivider or assigns. If more than 120 days elapse after submissions without approval or disapproval, the plans and specifications shall be deemed approved, subject to the compliance with the restrictions contained herein. No party shall be entitled to any compensation for services rendered in seeking and granting or denying approval.

In approving or disapproving the planned construction, exterior alteration, or landscaping the subdivider or its assigns shall be guided by the following factors:

- A. FIVE STAR BUILDERS, INC. shall be the sole builder in Hunters Creek unless prior written approval is given by Steve Renth of FIVE STAR BUILDERS, INC.;

- B. Aesthetically pleasing character and harmony of architectural style;
 - C. Color, harmony, and the avoidance of garish colors;
 - D. All houses have a minimum roof pitch of 4" rise to 12" run. (4/12 pitch); and
 - E. Compatibility with these restrictions.
- 4. Motorized Vehicles: No unlicensed, motorized, or unmuffled vehicle shall be permitted to operate anywhere in the subdivision.
 - 5. Construction of Driveways: All driveways shall be constructed of concrete.
 - 6. Completion Requirements: Any dwelling or other structure constructed on said premises must be completed on the outside within six (6) months from the date on which construction thereof is begun.
 - 7. Cutting Grass: All lot owners shall be required to cause their respective lots to be mowed at least every thirty (30) days during the months from May 1st through October 1st of each year, or as additionally required to maintain a lawn height not to exceed 8 inches.
 - 8. Nuisances: No loud, noxious, or offensive activity shall be conducted upon the premises, nor shall anything be done thereon which is, or is likely to become, any annoyance or a nuisance to the occupants of adjoining or abutting premises.
 - 9. Storage: Storage sheds will only be allowed when written permission from all adjoining lot owners is presented to the Five Star Communities Committee.
 - 10. Temporary Facilities: No trailer, basement, tent, shack, garage or any outbuilding erected on the premises shall, at any time, be used as a residence, temporarily or permanently, and no structure of a temporary character shall be used as a residence.
 - 11. Junk and Trash: No junked or abandoned vehicles, objects or materials shall be permitted on the premises, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash, and other debris shall be stored, prior to its quick removal, in sanitary containers, which will be kept as inconspicuously as possible except on regular trash pick-up days.
 - 12. Animals, Livestock Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the premises, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided further, that they shall be confined to the premises, and not permitted to run at large.
 - 13. Business Use of Premises: There shall be no business, either retail or wholesale, located on, or conducted out of, the premises, or any building thereon, though casual, intermittent and irregular professional business may be conducted out of the residence, provided no

sign advertising same is located on any portion of the premises. This shall exclude the subdivider or its assigns who use a model home to sell lots and homes to potential buyers.

14. Fuel Storage Tanks: No gas or oil tank shall be permitted upon the premises and exposed fuel storage tanks are prohibited.
15. Coal Oil Gas and Other Materials: All coal, oil, gas and other minerals underlying the subject premises, and all rights in favor of same, are reserved. All oil and gas drilling, oil and gas development operation, oil refining, quarrying or mining operations, of any kind, are prohibited.
16. Mobile Homes: No mobile or modular homes may be located at any time upon the premises.
17. Signs: No sign of any kind shall be displayed to the public eye on any lot except the following:
 - A. One sign of not more than three (3) feet on a side, the purpose of which shall be to advertise the premises for sale or rent, and
 - B. Signs used by a builder to advertise the premises during the construction and sale period.
18. Easements: All easements, as shown on the plat, shall be and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewers and other subdivision essentials and facilities. No building or structure, nor any part thereof, walk, pavement, driveway, retaining wall or other interfering obstruction may be erected, constructed, or maintained within, on or over any easement, as shown on this plat, or which may hereafter be established. It is expressly declared and provided, however, that the said owners of the land comprising this subdivision at the time of its recording, reserve and retain for themselves, and so long as they remain the owner of any one or more of the lots, the right 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) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall be established such additional easement, or easements, if any as may be thereby be made necessary, such elimination or establishment of any easement or easements, or any part or parts thereof shall become effective upon the execution by the said owners, of any instrument appropriate thereto, which shall be duly acknowledged and filed for record in the Recorder's Office.

All future owners of said lots shall properly care for the appearance of the lots and home and keep them free from unsightly accumulations, weeds, debris, and other waste matter; any failure to comply with this provision shall constitute a nuisance within the meaning of this Indenture. 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 said subdivision or the streets or roads thereof, nor shall any lot be used in any manner to provide such access.

19. Unauthorized Vehicles: No commercial vehicles over 3/4 ton to be parked on or around the lot or home, except if standing in a garage. This will exclude temporary construction trailers used during construction only and a commercial vehicle upon the property for a reasonable time for the transaction of ordinary business.

Recreational vehicles; motor homes, campers, trailers, and boats may be parked on or around the lot of a home for only 48 hours during a seven-day period, except if standing in a garage.

20. Satellite Dishes: Only satellite dishes less than two feet (2') in diameter will be allowed in the subdivision. Satellite dishes may not be visible from the front of the house.
21. Clothes Lines: There will be no outside clothes lines allowed in the subdivision.
22. Fence: Any fences erected in the subdivision shall be attractive in appearance and constructed of wood, wrought iron, or vinyl extruded material. No chain link fences allowed with the exception of a chain link fence around the Hunters Creek tennis courts. The Association Board must approve all fences.
23. Enforcement: Hunter's Creek Association has power and right to enforce all covenants, restrictions, and rules. Each and every grantee, by accepting any conveyance of, or interest in, any of said lots, or any part of parts, thereof, thereby binds, himself, or herself (as the case may be), and all the heirs, assigns, successors and legal representatives of each and every grantee, to the observances of and compliance with, the restrictions and provisions of this Indenture. If any violation of the restrictions and provisions of this Indenture or failure of observance thereof, or failure of compliance therewith, be not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more of the owners of said lots, or any part or parts thereof, to the offending owner or owners, or the person or persons in possession thereof, it shall be lawful in order that such violation be cured or corrected, or to recover damages therefore, for the owner or owners of any one or more of said lots, or any part or parts thereof to institute and prosecute any proceeding at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance, as aforesaid, including the owner or owners of the involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided, however, that the maker of this Indenture, or the owners of the land comprising this subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this Indenture as against any person or persons, who may hereafter own or control any one or more of said lots, or any part or parts thereof, which the maker of this Indenture shall not at the time own or fully control.

In case any one or more of the restrictions and provisions of this Indenture shall prove to be unenforceable, the validity or binding effect of the restrictions and provisions of this

Indenture shall be in no way be affected thereby, but they shall, nevertheless, remain in force and effect.

24. Hunter's Creek Pool: The Hunter's Creek Pool is only to be used by residents who purchased land developed by Five Star Builders, Inc. and is a member of the Hunters Creek Homeowner's Association. No other developers will have rights to use of the pool.
25. Duration: Each and all of the restrictions and covenants herein contained shall continue and be in full force and effect of a period of Thirty-five (35) years from the date of first recording of this Restriction Indenture. The restrictions and covenants shall run with the land in "HUNTER'S CREEK" and shall be binding upon all grantees, heirs, administrators, executors, successors, and assignees of any part ever owning any lot or part of any lot or any interest there in "HUNTER'S CREEK".

After this time period of thirty-five (35) years has elapsed, these said covenants shall automatically be extended for successive periods of ten (10) years unless changed in whole or part in writing by vote of a majority then owners of the lots and recorded with the Recorder's Office of St. Clair County, Illinois.