Return to: 2202193 Community Title Shiloh, LLC 1207 Thouveriot Lane, Suite 800 Shiloh, 11 62269

This instrument was prepared by and after recording, return to: Lisa A. Johnson SmithAmundsen, LLC 120 S. Central Avenue, Suite 700 St. Louis, MO 63105



RECORDER OF DEEDS ST. CLAIR COUNTY BELLEVILLE, IL

03/08/2021 08:30:06AM RHSP FEE: 9.00 TOTAL FEE: \$39.00

PAGES: 3

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE SUMMIT OF SHILOH

THIS THIRD AMENDMENT is made as of the 2nd day of March, 2021, to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for The Summit of Shiloh recorded on June 11, 2018 as Document Number A02578938, as amended by that First Amendment to Declaration recorded on October 12, 2018 as Document Number A02593102, and that Second Amendment recorded on August 19, 2020 as Document Number A02662678, in the office of the St. Clair County Recorder of Deeds, (the "Declaration"). Unless otherwise indicated, terms defined in the Declaration are used in this Amendment as therein defined.

RECITALS

- Pursuant to the Declaration, Archview Developers, LLC, a Delaware limited liability company ("Declarant"), is the sole "Declarant" under the Declaration.
- Article III, Section 3(a)(i) of the Declaration permits the Declaration to be amended prior B. to the Turnover Date by the Declarant, if in its sole discretion the Declarant believes that such changes will better accomplish the objectives of the Development.
- C. This Amendment is made prior to the Turnover Date which is defined in Article V, Section 1(d) of the Declaration as that point in time at which ninety-five percent (95%) of the Lots are owned by Owners other than Declarant, upon which the election of Directors by the Owners will be held at a meeting within sixty (60) days thereafter."
- D. Ninety-five percent of the Lots are not yet owned by Owners other than Declarant.
- Article I, Section 4 of the Declaration provides that Common Ground shall mean and E. refer to any areas of land within the Development that are now or hereafter conveyed to the

Association or over, upon, or through which easements are granted which are intended to be devoted to the common use and enjoyment of all Owners.

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- F. Article II, Section 2 of the Declaration provides that an amendment to the Declaration which adds Common Ground to the Development may contain special covenants and restrictions that pertain only to such Common Ground.
- G. Illinois-American Water Company, an Illinois corporation ("ILAW") is purchasing of even date herewith, Lot 55 of The Summit of Shiloh Phase 1 Subdivision, according to the plat thereof recorded as Document Number A02578937 in the Office of the Recorder of Deeds for St. Clair County, (the "Lot") for the purpose of the construction, maintenance, and operation of a pump station that will serve properties in its vicinity, including without limitation, homes in the Subdivision and that will provide sanitary sewer services in the Subdivision for the common benefit of the Owners (the "Purpose").
- H. The Summit of Shiloh Homeowners Association (the "Association") is entering into an Easement Agreement with ILAW of even date herewith providing the Association with the right to mow and generally maintain landscaping on the Lot in furtherance of the Purpose (the "Easement").
- I. The Declarant and ILAW desire that the Lot be designated as Common Ground pursuant to the terms of the Declaration for the common benefit of the Owners and to provide for special covenants and restrictions that pertain only to the Lot as Common Ground.
- J. In accordance with the above described provisions and Article X, Section 4 of the Declaration, Developer desires and intends to amend the Declaration as set forth below.

AMENDMENT

NOW, THEREFORE, in accordance with the foregoing Recitals which are incorporated herein by reference, the Declarant amends the Declaration as follows:

- 1. For so long as the Lot is owned by ILAW, and its successors and assigns, for the Purpose and the Easement remains in effect, pursuant to Article II, Section 2 of the Declaration, the Lot is hereby designated by the Declarant as Common Ground with the following special covenants and restrictions:
 - A. The Owner of the Lot shall not be required to pay any Assessments including Special Assessments on the Lot as set forth in Article VI of the Declaration and the Lot shall be exempt from the Assessments and from any lien related to Assessments.
 - B. The provisions of Article III, Section 1.b(ii), (iii), (vi), and (vii) do not apply to the Lot, and the Owners' rights of common enjoyment related to the Lot are limited to those rights related to the Purpose of the Lot and as set forth in the Easement.

- C. The Lot shall not be subject to the covenants and restrictions regarding use of the Lot set forth Article VII, Section 1(a), (d), (n), (o), and Section 2 and Article IX of the Declaration.
- 2. In the event that ILAW, its successors and assigns, transfer the Lot to another party which does not fulfill or continue the Purpose of the Lot, if the Lot is no longer used by ILAW, its successors or assigns, for the Purpose, the Easement is terminated, or ILAW, its successors or assigns are in default under the Easement, then the Lot shall not be considered Common Ground, and special restrictions and covenants set forth above shall be terminated and the Declarant or the Association as applicable, may amend the Declaration to remove the Lot from the Common Grounds.
- 3. Except as otherwise provided herein, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand on the date first above written.

DECLARANT:

Archview Developers, LLC,
a Delaware limited/liability company
By: Lyan Rum · manager
Ryan Florek, Manager
STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)
On this Zalday of Mal, 2021, before me appeared Ryan Florek, to me personally
known, who by me duly sworn, did say that he is the Manager of Archview Developers, LLC, a
Delaware limited liability company, and that he acknowledged that he executed the same or
behalf of said limited liability company as the Manager thereof and acknowledged said

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

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My term expires: 9 23 24	Notary Public	•
My term expires:		
	SOFFICIAL SEAL	
	<pre>{</pre>	
	NOTARY PUBLIC - STATE OF ILLINOIS	
	MY COMMISSION EXPIRES 09/23/24	

instrument to be the free act and deed of said limited liability company.