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Return to: 2202193  
Community Title Shiloh, LLC  
1207 Theuvenot Lane, Suite 800  
Shiloh, IL 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



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A02690298

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

03/08/2021 08:30:06AM

RHSP FEE: 9.00

TOTAL FEE: \$39.00

PAGES: 3

45-39-  
**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR THE SUMMIT OF SHILOH**

THIS THIRD AMENDMENT is made as of the 2<sup>nd</sup> 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**

- A. Pursuant to the Declaration, Archview Developers, LLC, a Delaware limited liability company ("Declarant"), is the sole "Declarant" under the Declaration.
- B. Article III, Section 3(a)(i) of the Declaration permits the Declaration to be amended prior 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.
- E. Article I, Section 4 of the Declaration provides that Common Ground shall mean and 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.

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.

