

Ryan Florek



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

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR THE SUMMIT OF SHILOH**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration"), is made as of the 11th day of JUNE, 2018, by and between Archview Developers, LLC, an Illinois limited liability company (the "Declarant") and JMB 123, LLC, an Illinois limited liability company ("JMB")

RECITALS

A The Declarant owns all of that certain tract of real property in St. Clair County, Illinois that is more particularly described on the attached Exhibit A, incorporated herein by reference (the "Initial Phase");

B. JMB owns all of that certain tract of real property located in St. Clair County, Illinois more particularly described on the attached Exhibit B, incorporated herein by reference (the "Option Property") (together, the Initial Phase and the Option Property are herein referred to as the "Property");

C The Option Property is the subject of a Sale and Option Contract entered into by and between JMB and the Declarant dated February 22, 2017, as amended from time to time, pursuant to which the Declarant has an exclusive option to purchase all or part of the Option Property for the purpose of development of the Property as a single family residential real estate development to be known as "The Summit of Shiloh", (the "Development"),

D. Declarant has caused or will cause to be incorporated in the State of Illinois, The Summit of Shiloh Homeowners Association, Inc., a not-for-profit corporation (the "Association") for the purposes described herein;

E Declarant and JMB desire to provide for maintenance of common grounds of the Development, architectural and design controls governing the construction of improvements, and use restrictions all to be binding upon the Property and the Development at the time of recording of this Declaration and upon the recording of any future recorded plats,

F. Declarant hereby declares that all of the Property sold as Lots in the Development shall be held, sold, and conveyed subject to the covenants, conditions, and restrictions provided for in this Declaration;

G These covenants, conditions, restrictions, and easements shall run with the Property and shall be binding on all parties having any right, title or interest in and to the Property or any part thereof and shall inure to the benefit of each owner thereof and to their respective heirs, legatees, personal representatives, successors and assigns, any of whom hold or acquire any interest in the Property; and

H The Declarant and JMB intend, by recordation of this Declaration, to subject the Property to the terms and provisions of this Declaration, reserving to the Declarant the right to add to, modify, or remove property from the Development in the future by amending the Declaration from time to time as herein provided

NOW, THEREFORE, Declarant and JMB hereby declare that the Property, and any and all such additions to the Property in the Development that are made pursuant to the terms of this Declaration, shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements.

ARTICLE I DEFINITIONS

1. "Assessment Year" shall be the calendar year.
- 2 "Association" shall mean and refer to The Summit of Shiloh Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.
- 3 "Builder" shall mean and refer to any builder who purchases a Lot from the Declarant or who is approved by the Declarant for purposes of building a Dwelling thereon.
4. "Common Ground" or "Common Area" 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, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Ground shall include, by way of example and not by way of limitation, any entrance monument, any private streets and cul de sacs in the Development, swimming pool, clubhouse, bike trails, common greenspace areas, any storm sewer easement or other easement designated on the Plat for the use and enjoyment of the Owners or Association, any area identified for purposes of stormwater detention or similar purposes as designated on the Plat and all other areas described on the Plat as "Common Ground" or "Common Area."

5 "Declarant" shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant and are designated as a Declarant in the deed for such Lots.

6. "Development" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

7. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

8. "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots.

9. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time

10 "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

11. "Plat" shall mean and refer to the Subdivision Plat of The Summit of Shiloh Phase 1, recorded in ~~Plat Book~~ Document A02578938, page 1 of the Office of Recorder of Deeds for St. Clair County, Illinois, a copy of which is being recorded simultaneously with this Declaration and is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Ground and certain utility easements "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided for in this Declaration.

12 "Village" shall mean and refer to the Village of Shiloh, Illinois in which the Development is located.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Development as shown and described on the Plat.

2. Additions to Existing Property. The Declarant may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this Declaration,

all without the consent of any Owner or mortgagee encumbering the Development. The properties thus added may include areas and facilities which are to constitute a portion of the Common Ground. An amendment to this Declaration which adds Common Ground to the Development may contain special covenants and restrictions which pertain only to such Common Ground.

ARTICLE III PROPERTY RIGHTS

1 Common Ground.

a. Right of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Ground and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.

b. Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests, and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Ground, which easement shall include, without limitation, the right of access to and from, and use of, the Common Ground and the right to use access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Development, shall not be severable therefrom, and shall be subject to the following provisions:

- (i) the right of the Association to suspend any Owner's voting rights for any period during which any assessment against such Owner's Lot remains unpaid; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations,
- (ii) the right of the Association to dedicate all or any part of the Common Ground to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association,
- (iii) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Ground, as provided and limited in this Article,
- (iv) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about the Common Ground other than on the streets and cul de sacs in the Development,

- (v) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration;
- (vi) the right of the Declarant and any Builder to use the Common Ground for sign placement purposes during periods of construction and development; and
- (vii) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Ground, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners

Each Owner and such Owner's family, guests, and invitees shall use and exercise their easement rights over the Common Ground in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them

c Conveyance of Title Title to the Common Ground shall be conveyed to the Association no later than the date by which all of the Directors are elected by Owners. Upon termination of the Declaration, title to the Common Ground shall vest in the then Owners as tenants in common. The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Ground, as no interest in the Common Ground shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot.

d Maintenance of Green Space If the Association fails to maintain those areas in the Common Ground designated on the Plat as green space, the Village has the authority to maintain the green space and impose a lien on each Lot that Lot's proportionate share of such maintenance costs. The Declarant has the duty to maintain the green space until such time as the earlier of the sale of seventy percent (70%) of the Lots or the Turnover Date, as hereinafter defined, however, the Declarant will be responsible for construction details and construction quality of the green space until release of the same pursuant to the provisions of the Village's Development Code

2. Grant of Easements, Common Ground and Lot Easements The Association shall have the right to grant permits, licenses, and easements over the Common Ground for utilities, access, and other purposes necessary or desirable for the operation of the Development.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Ground or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association, including, without limitation, enforcing the covenants and restrictions imposed by this Declaration.

3 Declarant Rights. Prior to the Turnover Date, the Declarant may, in its sole discretion, at any time and from time to time, make any changes that the Declarant in its sole discretion believes will better accomplish the objectives of the Development, adjust to market conditions, or respond to changing land use conditions both within and without the Development, including, any of the following:

- a. Development The Declarant may, in its sole discretion, at any time and from time to time
 - (i) amend and modify any of the restrictions, including, without limitation, the Bylaws or this Declaration,
 - (ii) change Lot boundaries at any time by expanding, altering, or contracting any of the same;
 - (iii) change the boundaries of or reallocate any Limited Common Areas,
 - (iv) add property to the Development;
 - (v) release all or any portion of the Development from the provisions of this Declaration, including, without limitation, any Lot or Common Areas and Limited Common Areas, and
 - (vi) change the use of any Lot

The Declarant may exercise any of the foregoing development rights so long as Declarant owns any Lot in the Development by executing and recording an amendment to this Declaration all without the consent of any Owner, mortgagee encumbering the Development or the Association. In addition, so long as Declarant owns any Lot in the Development, the Declarant may record one or more revised or amended plats if the Declarant deems it necessary in connection with the same.

b Reservation of Right to Receive Certain Funds. The Declarant further reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, Development fees, consultation fees, or any fees, charges, and expenses incurred with respect to the development and creation of the Development.

c. Consent of Declarant Required for Changes Prior to the Turnover Date, no modification of this Declaration may be made without the prior written consent of Declarant.

d Signage Easement Until the last Lot is sold in the Development and conveyed to an Owner other than a Builder or Declarant, there is reserved to the Declarant and each Builder a

nonexclusive easement over all Lots and Common Ground, for a distance of ten (10) feet behind any Lot line or Common Ground boundary line that parallels a street, for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping

e Display Homes and Sales Offices. The Declarant reserves for itself, its successors, and assigns and such third parties or entities as the Declarant may designate, including other builders, the right to build, maintain, operate, and relocate from time to time one or more sales offices and an unlimited number of display homes within the Development, including sales offices that may be located in the Common Areas, for purposes of selling Lots and otherwise promoting and managing the Development.

Each Owner, by acceptance of a deed to any Lot, does hereby acknowledge and agree that the Declarant shall have the right to take any and all of the foregoing actions specified in this Article III, Section 3 without any obligation or requirement that the consent or approval of any Owner or Mortgagee be obtained

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Every Owner of a Lot is a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.

3. Proxies At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings Meetings of Owners shall be held at a location within the Development or at such other place in St. Clair County, Illinois that is specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Development owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, by a majority of the Directors, or by Owners having at least 20% of the votes in the Association. Written notice of the place, day and time of the annual

meeting and all special meetings shall be delivered not less than ten days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

5. Quorum A quorum of Owners for any meeting shall consist of Owners having more than fifty percent (50%) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.

6. Right to Opinion. Nothing herein shall impinge, impede, or otherwise eliminate any Owner's right to object to or speak against Declarant's actions relative to land use actions affecting abutting or adjoining properties.

ARTICLE V BOARD OF DIRECTORS

1. Number and Term The Board of Directors of the Association shall consist of three (3) persons, and each Director shall hold office for a term of one year and, in any event, until his or her successor shall be elected (or appointed, as the case may be) and qualified. Each Director shall be elected or appointed as follows:

(a) The first Board of Directors shall consist of three members, namely, Jerry Phillips, Mary Helen Phillips, and Ryan Florek or such other individuals as may be appointed by Declarant, who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (b) of this Section 1 below,

(b) At the point in time at which fifty percent (50%) of the Lots are owned by Owners other than Declarant, then within sixty (60) days after such date (or at such earlier time as Declarant may elect) the Directors shall call a special election for the Association through which one Director shall be elected by a majority vote of a quorum of Owners and the remaining two Directors shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (b) shall serve as Directors until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Section 1 below;

(c) At the point in time at which seventy percent (70%) of the Lots are owned by Owners other than Declarant, then within sixty (60) days after such date (or at such earlier time as Declarant may elect) the Directors shall call a special election of the Association through which

two Directors shall be elected by a majority vote of a quorum of Owners and the remaining Director shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (c) shall serve as Directors until new Directors are elected and qualified pursuant to subsection (d) of this Section 1 below;

(d) At the point in time at which seventy-five percent (75%) of the Lots are owned by Owners other than Declarant, or three (3) years after the recording of this Declaration, whichever is earlier, then within sixty (60) days after such date (or at such earlier time as Declarant may elect) the Directors shall call a meeting of the Association (be it a special meeting or the first annual meeting) at which all three Directors shall be elected by a majority vote of a quorum of Owners (the "Turnover Date")

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant

2. Election of Directors or Approval by Mail Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail. In order to conduct an election, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. In the case of the election of Directors, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee, the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations or if the Board is seeking Owner approval of an action, proposal or amendment by mail, the Board shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice in the case of a Board election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no' ". The ballot shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which the name of the Owner(s) to whom the ballot is sent is typed. After voting for the nominees, action, proposal, or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and

be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying, signed envelopes, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Development. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during its term, he or she shall immediately cease to be a Director and his or her place on the Board shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above. When the provisions of this Declaration cannot be fulfilled because of unfilled vacancies among the Directors, the Village Board for Shiloh, Illinois may, upon the petition of any concerned resident or property owner of the Development, appoint one (1) or more persons to fill vacancies on the Board of Directors until such time as Directors are selected in accordance with the Declaration. Any person so appointed who is not a resident or property owner within the Development shall be allowed a reasonable fee for services by the order of appointment, which fee shall be levied as a special assessment against the Lots in the Development and which shall not be subject to any limitation on special assessments in the Declaration or elsewhere.

5. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

6. Removal. Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.

7. Quorum. A majority of the number of Directors fixed by this Declaration as the full Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Directors. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one present, may successively adjourn the meeting from time to time, not to exceed thirty days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8 Actions without Meetings Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held

9 Compensation Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.

10. Powers and Duties. The Development and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Development, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

- (a) administer the affairs of the Association and of the Development,
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Development for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (c) formulate policies for the maintenance, management, operation, repair and replacement of the Development and improvements and obtain such services that provide for the public health, safety and welfare of and in the Development as the Directors may consider advisable;
- (d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Development and improvements, and to amend such rules and regulations from time to time, which rules and regulations may include the imposition of fines for violation by an Owner of this Declaration or of any of the rules and regulations, which fines may be collected in the same manner as the Assessments, including without limitation by the levying of a lien upon such Owner's Lot,
- (e) provide for the maintenance, management, operation, repair and replacement of the Development and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, installation and maintenance of sprinkler systems on the Common Grounds, repair and replacement of entrance monuments, streets and street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Ground;

(f) provide for payments for all maintenance, management, operation, repair and replacement of the Development and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent,

(g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent),

(h) provide for the maintenance requirements of any class of Lots established as an association maintained Lot, including without limitation providing a separate annual budget for any such class of Lots,

(i) consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Dwellings and improvements on the Lots,

(j) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;

(k) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Ground and who are obligated to share in expense for the improvement and maintenance of the Common Ground,

(l) grant easements and rights-of-way over the Common Ground to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Ground and in every and all respects governing the operation, funding and usage thereof,

(m) receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;

(n) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board's power and duties hereunder, including without limitation, entering into the loan related to construction of the amenities located on the Common Grounds and execution and delivery to Declarant of the Amenities Note, as hereinafter defined,

(o) dedicate any private streets, drives, walkways, rights-of-way, storm sewers or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures,

(p) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Development;

(q) obtain, in the Board's discretion, liability and hazard insurance on the Common Ground, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;

(r) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;

(s) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners,

(t) enforce the Declaration, and any and all restrictions governing the Development and to take any and all necessary steps to secure the enforcement and compliance of the same, and

(u) exercise any and all other powers or acts as are authorized by the Declaration.

10 Records The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Development, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

11 Indemnification Each Director or officer, or former Director or officer, of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by such Director or its estate in connection with, or arising out of, any action, suit, proceeding or claim in which such Director is made a party by reason of being, or having been, such Director or officer, and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and such Director's legal representatives, shall in like manner be indemnified by the Association, provided, that in neither case shall the Association indemnify such Director or officer with respect to any matters as to which the Director shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful

misconduct in the performance of its duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct, but in taking such action, any Director involved shall not be qualified to vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him as Director or officer with respect to any matter within the scope of its official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his or her duties as Director or officer.

ARTICLE VI BUDGET, ASSESSMENTS AND DEVELOPMENT LIEN

1. Creation of the Development Lien. Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"), which may be allocated to different classes of Lots based upon additional or different maintenance services to be provided to specified classes of Lots, and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due. Notwithstanding the foregoing, no Assessment or Special Assessment will be charged against Lots owned by Declarant during its period of ownership, and Declarant does not have an obligation to pay Assessments or Special Assessments relating to any Lots owned by Declarant at any time. In addition, no Assessments or Special Assessments will be charged against a Builder for any Lot until the earlier of (a) one (1) year from the date of Builder's acquisition of such Lot or (b) such time as any that Lot is sold to a third party purchaser.

2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Development, for the improvement and maintenance of the Development and Common Ground and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Declaration and may include payments for amenities and for the maintenance and repair of any roads not yet dedicated and accepted by the Village or any other Common Ground lying within the Development or set out on the Plat.

3 Establishment of Budget and Assessments.

a. Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, including without limitation sprinkler systems, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Ground and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The budget shall furthermore take into account the repayment by the Association to Declarant of a loan entered into by the Directors of the Association and the Declarant evidenced by a promissory note in the amount of the Declarant's cost of initial construction of the amenities located on the Common Grounds, including without limitation, the swimming pool and clubhouse (the "Amenities Note"). The budget shall also take into account additional expenses related to any class of Lots that is to provide for maintenance by the Association or will incur charges not attributable to the other Lots. In the event that such Association maintained Lots are created, then the maintenance responsibilities of the Association shall be expressly stated in an amendment to this Declaration. The annual budget may provide for a reserve fund for contingencies for the Assessment Year and a reserve fund for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

b. Until commencement of the first Assessment Year after Declarant has transferred control of the Development pursuant to Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Declarant and approved by the Directors.

c Upon commencement of the first Assessment Year after Declarant has transferred control of the Development pursuant to Article V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments to the managing agent or as may be otherwise directed by the Directors.

d The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

e. In the event that during the course of any Assessment Year, it appears to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

f In addition to other special assessments authorized by this Article, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of streets, storm sewer systems, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such streets and sewer system and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency, body or utility company. The Directors may also make a separate special assessment pursuant to this

paragraph as necessary for compliance with all Development and other ordinances, rules and regulations of the Village.

4. Special Assessments for Capital Improvements In addition to the Assessments authorized above and the special assessment provided for in Article V, Section 4 hereof in the case of an appointed Director, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Ground including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

5 Uniform Rate Assessments and Special Assessments must be fixed at a uniform rate for all Lots within the same class of Lots.

6 Commencement of Annual Assessments. Each Owner shall pay its first Annual Assessment upon the closing of the purchase of its Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as herein provided In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder shall pay an initial set-up fee to be deposited with the Association and which shall be in an amount determined by Declarant, but which must be uniform for all Lot Owners Under no circumstances will more than \$200.00 of each Owner's Annual Assessment be used for repayment of the Amenities Note.

7. Non-payment of Assessments Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (18%) per annum, or (ii) the maximum rate per annum allowed by law The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, all lien rights and all rights and remedies set forth in Section 9-102 of the Illinois Code of Civil Procedures, 735 ILCS 5/9-102. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, such Owner's family, guests and invitees to use the recreational facilities in the Common Ground for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Ground

8 Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners

9. Subordination of the Lien to Mortgages The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or

Special Assessments, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land, that are perpetual and appurtenant to each Lot, and which shall inure to the benefit of and be enforceable by the Declarant, the Board, and the Owner of any Lot subject to this Declaration, and by their respective legal representatives, heirs, successors, and assigns:

(a) No Lot may be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes except (i) for use pursuant to home occupations as set forth below, and (ii) Lots or portions of Lots may be used by Declarant or any Builder for temporary offices, display or model homes and/or entrance monuments, provided, however, that in no event may any Lot be conveyed or transferred in any manner to any person or persons other than for the exclusive use of an individual family

(b) Except as otherwise provided herein, each Owner shall maintain its Lot and Dwelling in compliance with all applicable zoning ordinances and subdivision regulations of the Village. To the extent that the Village or any other governmental authority shall require permits for the erection of any improvements upon a Lot, including, without limitation, fences, decks or other structures or improvements, the Owner of such Lot shall be solely responsible for obtaining the same and for any related costs.

(c) Each Owner shall maintain the exterior of all improvements on its Lot at all times, including without limitation by removing any accumulation of mold or other substance on the exterior of such Dwellings and improvements

(d) No Builder or other Owner, except Declarant with respect to Lots owned by Declarant, may cause any construction on a Lot without first submitting the plans and specifications, and a list of the suppliers for such construction to the Directors and obtaining approval for such plans and construction from two-thirds (2/3) of the Directors. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed approved.

(e) No Dwelling, Lot, or any portion thereof may be used for any noxious or offensive activity or for any purpose prohibited by law or ordinance or which may become

an annoyance or nuisance in the judgment of the Directors, to other Owners or inhabitants of Lots

(f) No Lot shall be re-subdivided nor may a fractional part of any Lot be sold or leased without the prior approval of the Declarant, provided, however, that the Declarant may re-subdivide any Lot and sell or lease any fractional part thereof.

(g) No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles approved by the Association, may be placed on any Lot outside of a Dwelling, such as inside the garage

(h) No tank, bottle, or container of gas, oil, or other fuel of any kind, other than a transport container of no more than 5 gallons may be erected, placed, or permitted on any Lot, and no containers, tanks, or barrels for the purpose of collecting or holding rainwater may be permitted on any Lot.

(i) Each Owner shall, as necessary, repair, maintain, replace, or clear at its sole expense each and every gas, sewage, and water lateral line on or servicing only such Owner's Dwelling or Lot

(j) No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding is permitted on a Lot under any circumstances or at any time for use as a temporary or permanent residence

(k) No signage of any kind may be displayed to the public view on any Lot, except (i) one sign of not more than five square feet advertising the Lot for sale or rent, (ii) one sign of not more than one square foot warning people of dangerous animals located in the home or on the Lot, and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot; provided, however, there may be no restrictions on the number or type of signage used by Declarant, or by a Builder with Declarant's approval, to advertise or market the Development during the construction, development and sales of Lots and Dwellings in the Development by the Declarant or a Builder

(l) Each Owner shall maintain its Lot in a neat and attractive manner, including without limitation, upkeep and maintenance of the lawn and shrubbery, which shall be determined in the discretion of the Board. No Owner may permit the lawn upon such Owner's Lot whether grass, legume or ivy, to grow in excess of six (6) inches in height. The foregoing requirement regarding lawn maintenance does not apply to any Builder or Declarant prior to the sale of the Lot at retail to an Owner other than a Builder.

(m) The Board shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Ground.

(n) Fences that receive the prior written approval of the Board of Directors may be erected on a Lot provided any such fences shall be built of black or brown wrought iron or aluminum, in styles approved by the Board of Directors and of a height no greater than six (6) feet Under no circumstances shall chain link, vinyl, PVC, or wooden fences be allowed upon any Lot in the Development

(o) Storage buildings and other outbuildings of all kinds are prohibited on any Lot

(p) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purposes and provided that such household pets do not exceed three (3) in number per Dwelling on any Lot at any one time. Each Owner shall in addition, comply with all ordinances, zoning and subdivision regulations of the Village and St. Clair County, Illinois, as applicable, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(q) Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, go-karts, motor-tricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, nor used on the Common Grounds or the roads other than for accessing a Lot, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than three (3) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof each of which are in operating condition Overnight parking of vehicles on roads in the Development is prohibited

(r) Any and all motorized vehicles that do not require registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) are prohibited from using the roads of the Development.

(s) No Owner, except Declarant, may alter or change any water course or finished grade without the express, written approval of the Directors and the Village.

(t) No firearms, pellet or B.B. guns may be discharged in the Development

(u) Outdoor clotheslines of any kind are prohibited.

(v) Each Owner must keep all areas of its Lot that are designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and regularly mowed. No trees, plantings, shrubbery, fencing, patios, structures,

landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property

2 Dwelling Restrictions In addition to the General Provisions set forth hereinabove, all Dwellings shall be subject to the following restrictions:

(a) Land Use None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner's Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For purposes of this Declaration, a "home occupation" shall mean Any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) nonrelated employee (if permitted by the Village), which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the Village, provided, the following uses are forbidden

1. Dog grooming;
- ii Provision of care, instruction or training of more than five (5) children, at one (1) time, not including the occupants of the Dwelling, whether or not for profit,
- iii. Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling,
- iv Any manufacturing business;
- v Any repair shop operating on or from the Dwelling;
- vi A clinic or hospital;
- vii. A barber shop or beauty parlor;
- viii A stable, animal hospital, dog kennel or dovecote;
- ix. A restaurant;
- x. Any activity that produces noxious matter or employs or produces flammable matter; and

- x1 Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.

(b) Board Approval of Plans: No Dwelling or other improvement may be constructed upon any Lot in the Development without first having obtained the prior written approval of all plans and specifications for any construction or improvement from the Board, which approval shall be within the discretion of the Board. The Board shall consider factors relating to whether such proposed construction is in keeping with the Development, harmonious with the Development as planned and existing Dwellings in the Development, and this Declaration. Any request for Board approval of the proposed construction of any dwelling or other improvement shall contain the following, in addition to any other information available and relevant to such construction project:

- i. Front and side elevations of any structure;
- ii. Choice of materials and combination of materials to be used
- iii. Choice of exterior colors
- iv. Fencing location and design plans
- v. Landscape plans
- vi. Proposed removal of any trees or landscape elements of greater than 3" in diameter
- vii. Location of any secondary structures including without limitation swimming pools, gazebos, bath houses.

(c) Height Limitation: Any Dwelling erected on any of said Lots shall not be more than two (2) levels in height above ground, provided, that (i) walkout basements shall not be included in calculating such height limitation, and (ii) a Dwelling more than two (2) stories in height may be erected on any of said Lots with the written consent of the Board of Directors of the Association

(d) Minimum Building Size Requirements: Any Dwelling constructed on Lots numbered 1 through 28 must conform to the following minimum enclosed floor area:

Ranches or one story	2,000 square feet
Two-story	2,500 square feet
One and one-half story	2,300 square feet

Any Dwelling constructed on any other Lots in the Development must conform to the following minimum enclosed floor area

Ranches or one story	1,700 square feet
Two-story	2,000 square feet

The words "enclosed floor area" as used herein shall mean and include any Dwelling enclosed and finished for all-year occupancy, computed on outside measurements of the Dwelling but shall not include any area of attics, basements, garages, porches, verandas, breezeways, terraces, outdoor steps or platforms, or other non-air-conditioned spaces, except that the interior stairwell leading to a finished basement landing not in excess of twenty (20) square feet may be included. Notwithstanding the foregoing, in the event that any class of lots is added to the Development which provide for maintenance by the Association, such lots will not be subject to the foregoing minimum enclosed floor areas.

(e) Design Elements

- i All roofs shall have a minimum pitch of 6-12 unless otherwise agreed to by the Board
- ii All roofing/shingles must have an architectural feature, including without limitation asphalt, wood shake, and/or clay/concrete roof coverings Strong panel or metal roofs are not permitted, and shall provide for a minimum 30 year manufacturer's warranty.
- iii. All retaining walls, if required, shall be constructed using concrete, masonry stone, or similar material in appearance and durability, no wood material is permitted Retaining walls must be approved in advance by the Board.
- iv All mailboxes must be constructed of brick, stone, or decorative metal and must match and be harmonious with the Dwelling and the Development
- v All driveways must be constructed of concrete with the prior approval of the Board and must be constructed at the time of the initial construction of a Dwelling upon the Lot The minimum width of any driveway is twelve (12) feet.
- vi No auxiliary parking pads shall be permitted without the prior written approval of the Board.

(f) Materials: The following materials are strictly prohibited: Asbestos materials of any kind, including without limitation, shingles, concrete block, 4 x 8 foot sheet siding, board, and batten, and oversized brick.

(g) Garages All garages must at a minimum be sufficient in size to accommodate two automobiles, but not more than four automobiles, and must be attached to the Dwelling unless installed by the Declarant in the initial construction of the Dwelling or otherwise approved by the Board of Directors, in its sole discretion All garages shall be equipped with doors which shall be kept closed as much as practicable to preserve the elevation of the house. No carports or storage sheds are permitted.

(h) Exterior Walls The front of all Dwellings shall be one hundred percent (100%) comprised of brick, except for gables, doors, windows, roofs, gutters, dormers and related trim, which must all be maintenance free materials, other than the roof All other exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick,

rock, stone, or vinyl siding, in an attractive manner and of good workmanship, provided however, that if the exterior walls of any Dwelling are constructed of wood or wood products, the same shall be painted or stained. Not more than ten (10) inches of concrete foundation wall may be left exposed without being covered or constructed of the same materials used in the construction of the exterior wall of the Dwelling directly above the exposed portion of the concrete foundation, and any exposed foundation walls shall be painted with a color as determined by the Board and to be standardized throughout the Development.

(i) Swimming Pools: All swimming pools shall be in ground and of permanent construction. In addition, (i) fences or other barrier devices shall be built of approved material and of a decorative character shall be erected to a height of at least four (4) feet for the purpose of screening any pool, (ii) the plans and specifications for said fence or screening material and a drawing showing the proposed location of the same shall be approved in advance by the Board of Directors of the Association with respect to (a) the quality of materials, (b) harmony of external design with existing Dwellings and improvements, and (c) their proximity to other Dwellings and improvements. Under no circumstances shall above-ground pools be allowed upon any Lot in the Development.

(j) Uncompleted Structures: No Dwelling shall be permitted to stand in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling shall be permitted to remain in a damaged condition longer than six (6) months. The outside exterior walls and trim shall be completely finished within one hundred eighty (180) days.

(k) Construction: During construction of any Dwelling or other improvement within the Development that is likely to cause run-off in the sole discretion of the Board, silt fences shall be installed so that no mud or debris runs off onto adjacent properties.

(l) Landscaping: All exterior construction of any outdoor improvement and landscaping (other than such improvements and landscaping to be performed by Declarant or a Builder) on a Lot must be completed within twelve (12) months of commencement of construction of the Dwelling on such Lot.

3 Rule Against Perpetuities. If and to the extent that any of the covenants, conditions, restrictions, and easements would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of any named person living as of the date of this Declaration.

4 Re-recording. If at any time or times, the Declarant or the Board deems it advisable to re-record this Declaration in order to avoid its expiration or of any of the covenants

or other provisions herein contained under any of the provisions of 735 ILCS 5/13-118 *et seq.*, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording, the Board shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property, but under no circumstance shall this Declaration be construed against the Declarant.

ARTICLE VIII EASEMENTS

1 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or Common Ground. If any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of the Lot being served, and contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line and/or connection.

2. Construction Easement. Until the last Lot is sold and conveyed to an Owner other than a Builder or the Declarant, the Common Ground and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant and/or any Builder, their respective employees, agents, contractors and subcontractors to enter upon, over, across and through the Common Ground and Lot for the purpose of construction on such Lot, adjoining Lots, Common Ground and streets, including, without limitation, installing improvements therein and adjusting grades and slopes to facilitate storm water drainage.

ARTICLE IX EXTERIOR MAINTENANCE

Each Owner shall be responsible for keeping its Lot and the exterior of such Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exteriors as necessary and removing mold on the roof and all siding at all times.

In the event an Owner fails to maintain its Lot and Dwelling in a manner satisfactory to the Directors or the Association, in addition to any remedies available for such violation of the covenants and restrictions, upon an affirmative vote of the Directors, the Association will have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors, provided, this shall not give the Directors the right to hinder or interfere with construction on any Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VI, Section 7 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

ARTICLE X GENERAL PROVISIONS

1. Enforcement. The Association, the Directors, any Owner, the Declarant or any Builder shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, any Builder, and the Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Declaration, for a term of fifty (50) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years each unless an instrument signed by the then Owners having seventy-five percent (75%) of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination and approved by the Village.

4. Amendment. This Declaration may be amended by the a majority of the Directors at any time prior to the election of the Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least sixty percent (60%) of the votes in the Association. Any such amendment shall be valid, if not in conflict with Village ordinances, upon recordation in the Office of the Recorder of Deeds for the County of St. Clair, Illinois.

5. Reservation of Expenditures Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Development

6 Release If approved by the Village, Declarant may, in its sole discretion, release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Ground, from the provisions of this Declaration, by amending the Declaration, as set forth in Section 4 above, and, if Declarant deems it necessary, recording one or more revised or amended plats

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has hereunto set its hands as of the day and year first above written.

ARCHVIEW DEVELOPERS, LLC
a Delaware limited liability company

By: [Signature]
Print Name: RYAN FLOREK
Title MANAGER

JMB 123, LLC,
an Illinois limited liability company

By: [Signature]
Print Name: KIM LITTLEFIELD
Title member

STATE OF ILLINOIS)
) ss
COUNTY OF ST. CLAIR)

On this 11th day of June, 2018, before me appeared Ryan Florek, Manager of Archview Developers, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and he acknowledged the foregoing instrument to be the free act and deed of such company.

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.

[Signature]
Notary Public

My term expires. 3-18-19



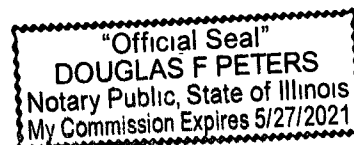
STATE OF ILLINOIS)
) ss.
COUNTY OF ST CLAIR)

On this 11th day of June, 2018, before me appeared Kim Littlefield, the member of JMB 123, LLC, an Illinois limited liability company, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and he acknowledged the foregoing instrument to be the free act and deed of such company

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.

[Signature]
Notary Public

My term expires: 5/27/21



CONSENT OF MORTGAGEE
BANK OF SPRINGFIELD

The undersigned, Bank of Springfield, an Illinois State Bank, being the holder of the Mortgage, recorded as Document Number A02563355 in the Office of the Recorder of Deeds for the County of St. Clair, Illinois, on the real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Declaration and to the Plat recorded in Plat Book _____, Page _____ of the Office of the Recorder of Deeds for the County of St. Clair, Illinois and agrees that its said Mortgage shall be subject to the provisions of said Declaration and all exhibits thereto attached

BANK OF SPRINGFIELD

--SEAL--

By [Signature], VP
Name Doug Peters
Title Vice President

Dated: 6/11/18

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

On this 11th day of June, 2018, before me personally appeared Douglas Peters, to me personally known, who, being by me duly sworn, did state that he is a Vice President of Bank of Springfield, an Illinois State Bank and that the foregoing instrument was signed and sealed on behalf of said bank by due authority of the said bank and that he acknowledges said instrument to be its free act and deed

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

[Signature]
Notary Public

My Commission Expires: 3/18/19



EXHIBIT A
Initial Parcel
The Summit of Shiloh – Phase 1

Part of Survey 448, Claim 2072 and Part of the Southwest Quarter of Section 6, Township 2 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

Commencing at the Northwestern corner of Eagles Landing, Phase 2, a subdivision recorded in Plat book 105, Page 37 of the St. Clair County Recorder's Office as Document No A01892555,

thence along the south line of the Southwest Quarter of Section 6, North 89 degrees 19 minutes 05 seconds East a distance of 1114.69 feet to the **Point of Beginning** of the tract herein described,

thence leaving said south line of Section 6, North 00 degrees 40 minutes 55 seconds West a distance of 170.00 feet;

thence South 89 degrees 19 minutes 05 seconds West a distance of 14.71 feet;

thence North 00 degrees 40 minutes 55 seconds West a distance of 87.45 feet,

thence North 18 degrees 57 minutes 36 seconds East a distance of 55.80 feet;

thence South 71 degrees 02 minutes 24 seconds East a distance of 145.00 feet,

thence North 18 degrees 57 minutes 36 seconds East a distance of 44.27 feet;

thence South 71 degrees 02 minutes 24 seconds East a distance of 190.00 feet;

thence North 18 degrees 57 minutes 36 seconds East a distance of 720.00 feet,

thence North 46 degrees 04 minutes 06 seconds East a distance of 149.56 feet;

thence North 43 degrees 49 minutes 57 seconds East a distance of 75.00 feet,

thence South 46 degrees 10 minutes 03 seconds East a distance of 122.26 feet;

thence along a curve to the left, having a radius of 25.00 feet for an arc length of 39.69 feet, also having a chord bearing of North 88 degrees 21 minutes 22 seconds East for a chord distance of 35.65 feet;

thence along a curve to the left, having a radius of 270.00 feet for an arc length of 84.70 feet, also having a chord bearing of North 33 degrees 53 minutes 34 seconds East for a chord distance of 84.35 feet;

thence North 46 degrees 10 minutes 03 seconds West a distance of 574.97 feet,

thence North 19 degrees 07 minutes 09 seconds West a distance of 75.14 feet;

thence North 00 degrees 04 minutes 10 seconds East a distance of 107.56 feet;

thence North 26 degrees 32 minutes 37 seconds East a distance of 249.59 feet;

thence North 32 degrees 38 minutes 30 seconds East a distance of 43.03 feet;

thence North 73 degrees 34 minutes 17 seconds East a distance of 162.91 feet to a point on the north line of Survey 448, Claim 2072, said line being the south line of property deeded to Community Sports, Inc and known as Tamarack Golf Course;

thence along the north line of Survey 448, Claim 2072, South 71 degrees 22 minutes 50 seconds East a distance of 758.07 feet;

thence leaving said north line of Survey 448, Claim 2072, South 18 degrees 37 minutes 10 seconds West a distance of 225.00 feet,
thence South 71 degrees 22 minutes 50 seconds East a distance of 62 26 feet;
thence South 18 degrees 37 minutes 10 seconds West a distance of 184.90 feet,
thence South 29 degrees 51 minutes 24 seconds West a distance of 196.56 feet,
thence along a non-tangential curve to the right having a radius of 1,225.00 feet for an arc length of 21.09 feet, also having chord bearing of South 51 degrees 42 minutes 50 seconds East for a chord distance of 21.09 feet;
thence South 38 degrees 46 minutes 45 seconds West a distance of 50.00 feet,
thence South 43 degrees 49 minutes 57 seconds West a distance of 220.89 feet;
thence South 46 degrees 10 minutes 03 seconds East a distance of 751 86 feet,
thence South 67 degrees 57 minutes 20 seconds East a distance of 131 38 feet,
thence North 89 degrees 20 minutes 18 seconds East a distance of 239.71 feet;
thence North 54 degrees 44 minutes 01 seconds East a distance of 59 04 feet,
thence North 44 degrees 05 minutes 28 seconds East a distance of 179 97 feet;
thence North 47 degrees 29 minutes 18 seconds East a distance of 174.59 feet;
thence North 50 degrees 13 minutes 08 seconds East a distance of 330.94 feet,
thence North 75 degrees 28 minutes 10 seconds East a distance of 243.41 feet,
thence North 63 degrees 31 minutes 22 seconds East a distance of 462 17 feet to a point on the north line of Survey 448, Claim 2072,
thence along said north line, South 71 degrees 21 minutes 48 seconds East a distance of 907.83 feet to the northwest corner of Lot 20 of Keswick Place, a subdivision recorded in Plat Book 96 on Page 86 of the St. Clair County Recorder's Office;
thence along the west line of Lots 20 and 21 of Keswick Place, South 10 degrees 05 minutes 51 seconds West a distance of 194 00 feet to the southwest corner of said Lot 21,
thence North 79 degrees 53 minutes 58 seconds West a distance of 250 00 feet,
thence South 10 degrees 06 minutes 02 seconds West a distance of 214.00 feet;
thence South 79 degrees 53 minutes 58 seconds East a distance of 250.02 feet to the northwest corner of Lot 24 of Keswick Place,
thence South 10 degrees 05 minutes 51 seconds West a distance of 539 73 feet;
thence South 09 degrees 27 minutes 38 seconds West a distance of 408 76 feet;
thence South 45 degrees 57 minutes 18 seconds West a distance of 30 00 feet,
thence South 43 degrees 47 minutes 59 seconds East a distance of 398 04 feet to a point on the westerly right of way of Lebanon Avenue;
thence along said westerly right of way, South 46 degrees 11 minutes 30 seconds West a distance of 191 82 feet;
thence South 46 degrees 31 minutes 30 seconds West a distance of 137 91 feet,
thence leaving said westerly right of way line, North 43 degrees 57 minutes 03 seconds West a distance of 395 88 feet,
thence North 45 degrees 57 minutes 18 seconds East a distance of 260 66 feet;
thence along a curve to the left, having a radius of 340.00 feet for an arc length of 5.45 feet, also having a chord bearing of North 42 degrees 27 minutes 50 seconds West for a chord distance of 5 45 feet;
thence North 43 degrees 47 minutes 59 seconds West a distance of 100 44 feet,

thence along a curve to the left having a radius of 1466 50 feet for an arc length of 135 42 feet, also having a chord bearing of North 46 degrees 26 minutes 42 seconds West for a chord distance of 135.37 feet;
thence along a curve to the left having a radius of 25 00 feet for an arc length of 40.14 feet, also having a chord bearing of South 84 degrees 54 minutes 56 seconds West for a chord distance of 35.96 feet,
thence North 51 degrees 04 minutes 42 seconds West for a distance of 50.00 feet;
thence along a curve to the left having a radius of 25 00 feet for an arc length of 40.14 feet, also having a chord bearing of North 07 degrees 04 minutes 20 seconds West for a chord distance of 35.96 feet;
thence along a curve to the left having a radius of 1466 50 feet for an arc length of 388 88 feet, also having a chord bearing of North 60 degrees 39 minutes 46 seconds West for a chord distance of 387.74 feet,
thence along a curve to the left having a radius of 4966 82 feet for an arc length of 796.55 feet, also having a chord bearing of North 72 degrees 51 minutes 15 seconds West for a chord distance of 795.70 feet;
thence along a curve to the left having a radius of 25 09 feet for an arc length of 40 87 feet, also having a chord bearing of South 55 degrees 48 minutes 27 seconds West for a chord distance of 36 50 feet,
thence North 77 degrees 06 minutes 31 seconds West a distance of 50 00 feet;
thence along a non-tangential curve to the left having a radius of 25 00 feet for an arc length of 40 36 feet, also having a chord bearing of North 33 degrees 21 minutes 35 seconds West for a chord distance of 36.12 feet,
thence along a curve to the left having a radius of 716.50 feet for an arc length of 157 54 feet, also having a chord bearing of North 85 degrees 54 minutes 34 seconds West for a chord distance of 157 22 feet,
thence along a curve to the right having a radius of 1083 50 feet for an arc length of 57.46 feet, also having a chord bearing of North 89 degrees 18 minutes 40 seconds West for a chord distance of 57.46 feet;
thence South 00 degrees 49 minutes 49 seconds West a distance of 135 37 feet;
thence South 18 degrees 29 minutes 36 seconds West a distance of 411 03 feet to a point on the southwest line of Survey 448, Claim 2072;
thence along said southwest line, North 71 degrees 30 minutes 24 seconds West a distance of 1226 36 feet to the intersection of the south line of Section 6 with the southwest line of Survey 448, Claim 2072,
thence proceeding west along the south line of Section 6, South 89 degrees 19 minutes 05 second West a distance of 604 95 feet to the southeast corner of property deeded to Shiloh Valley Sanitary District;
thence North 00 degrees 46 minutes 19 seconds West a distance of 30 00 feet;
thence South 89 degrees 19 minutes 05 seconds West a distance of 30.00 feet,
thence South 00 degrees 40 minutes 55 seconds East a distance of 30.00 feet to a point on the south line of Section 6;
thence along said south line, South 89 degrees 19 minutes 05 seconds West a distance of 83.00 feet to the **Point of Beginning** of the tract herein described Said tract contains 94.764 acres, more or less

EXHIBIT B
Legal Description
Option Property

Part of Survey 448, Claim 2072 and Part of the Southwest Quarter of Section 6, Township 2 North, Range 8 West of the 3rd Principal Meridian, St Clair County, Illinois, being more particularly described as follows

Beginning at the Northwestern corner of Eagles Landing, Phase 2, a subdivision recorded in Plat book 105, Page 37 of the St Clair County Recorder's Office as Document No A01892555,
thence along the easterly line of Ashford Farms, Plat 2, a subdivision recorded in Plat book 102, Page 31 of the St Clair County Recorder's Office, North 00 degrees 03 minutes 01 seconds West a distance of 2660 17 feet,
thence North 89 degrees 48 minutes 02 seconds East a distance of 664 23 feet,
thence South 89 degrees 11 minutes 39 seconds East a distance of 335 63 feet,
thence South 18 degrees 34 minutes 06 seconds West a distance of 381 46 feet to a point on the north line of Survey 448, Claim 2072, said line being the south line of property deeded to Community Sports, Inc and known as Tamarack Golf Course,
thence along the north line of Survey 448, Claim 2072, South 71 degrees 22 minutes 50 seconds East a distance of 3032 26 feet,
thence continuing along said north line of Survey 448, Claim 2072, South 71 degrees 21 minutes 48 seconds East a distance of 1420 00 feet to the northwest corner of Lot 20 of Keswick Place, a subdivision recorded in Plat Book 96 on Page 86 of the St Clair County Recorder's Office,
thence along the west line of Lots 20 and 21 of Keswick Place, South 10 degrees 05 minutes 51 seconds West a distance of 194 00 feet to the northwest corner of said Lot 22,
thence North 79 degrees 53 minutes 58 seconds West a distance of 250 00 feet,
thence South 10 degrees 06 minutes 02 seconds West a distance of 214 00 feet,
thence South 79 degrees 53 minutes 58 seconds East a distance of 250 02 feet to the northwest corner of Lot 24 of Keswick Place,
thence South 10 degrees 05 minutes 51 seconds West a distance of 539 73 feet,
thence South 09 degrees 27 minutes 38 seconds West a distance of 408 76 feet,
thence South 45 degrees 57 minutes 18 seconds West a distance of 30 00 feet,
thence South 43 degrees 47 minutes 59 seconds East a distance of 398 04 feet to a point on the westerly right of way of Lebanon Avenue,
thence along said westerly right of way, South 46 degrees 11 minutes 30 seconds West a distance of 191 82 feet,
thence South 46 degrees 31 minutes 30 seconds West a distance of 137 91 feet,
thence leaving said westerly right of way line, North 43 degrees 57 minutes 03 seconds West a distance of 395 88 feet,
thence South 45 degrees 57 minutes 18 seconds West a distance of 206 00 feet to a point on the southwest line of Survey 448, Claim 2072,
thence along said southwest line, North 71 degrees 27 minutes 43 seconds West a distance of 1149 95 feet,
thence continuing along said southwest line, North 71 degrees 30 minutes 24 seconds West a distance of 1614 92 feet to the intersection of the south line of Section 6 with the southwest line of Survey 448, Claim 2072,

thence proceeding west along the south line of Section 6, South 89 degrees 19 minutes 05 seconds West a distance of 605 00 feet to the southeast corner of property deeded to Shiloh Valley Sanitary District,
thence North 00 degrees 40 minutes 55 seconds West a distance of 30 00 feet;
thence South 89 degrees 19 minutes 05 seconds West a distance of 30 00 feet,
thence South 00 degrees 40 minutes 55 seconds East a distance of 30 00 feet to a point on the south line of Section 6,
thence along the south line of the Southwest Quarter of Section 6, North 89 degrees 19 minutes 05 seconds East a distance of 1197 69 feet to the **Point of Beginning** of the tract herein described
Said tract contains 239 667 acres, more or less

Except the following parcel, being Summit of Shiloh, Phase 1

Part of Survey 448, Claim 2072 and Part of the Southwest Quarter of Section 6, Township 2 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, being more particularly described as follows

Commencing at the Northwestern corner of Eagles Landing, Phase 2, a subdivision recorded in Plat book 105, Page 37 of the St. Clair County Recorder's Office as Document No A01892555,

thence along the south line of the Southwest Quarter of Section 6, North 89 degrees 19 minutes 05 seconds East a distance of 1114 69 feet to the Point of Beginning of the tract herein described,

thence leaving said south line of Section 6, North 00 degrees 40 minutes 55 seconds West a distance of 170.00 feet;

thence South 89 degrees 19 minutes 05 seconds West a distance of 14 71 feet,

thence North 00 degrees 40 minutes 55 seconds West a distance of 87 45 feet,

thence North 18 degrees 57 minutes 36 seconds East a distance of 55 80 feet,

thence South 71 degrees 02 minutes 24 seconds East a distance of 145.00 feet;

thence North 18 degrees 57 minutes 36 seconds East a distance of 44 27 feet,

thence South 71 degrees 02 minutes 24 seconds East a distance of 190 00 feet;

thence North 18 degrees 57 minutes 36 seconds East a distance of 720 00 feet,

thence North 46 degrees 04 minutes 06 seconds East a distance of 149 56 feet;

thence North 43 degrees 49 minutes 57 seconds East a distance of 75 00 feet;

thence South 46 degrees 10 minutes 03 seconds East a distance of 122 26 feet,

thence along a curve to the left, having a radius of 25 00 feet for an arc length of 39 69 feet, also having a chord bearing of North 88 degrees 21 minutes 22 seconds East for a chord distance of 35 65 feet,

thence along a curve to the left, having a radius of 270.00 feet for an arc length of 84 70 feet, also having a chord bearing of North 33 degrees 53 minutes 34 seconds East for a chord distance of 84 35 feet,

thence North 46 degrees 10 minutes 03 seconds West a distance of 574.97 feet;

thence North 19 degrees 07 minutes 09 seconds West a distance of 75 14 feet,

thence North 00 degrees 04 minutes 10 seconds East a distance of 107.56 feet,

thence North 26 degrees 32 minutes 37 seconds East a distance of 249.59 feet;

thence North 32 degrees 38 minutes 30 seconds East a distance of 43.03 feet;

thence North 73 degrees 34 minutes 17 seconds East a distance of 162 91 feet to a point on the north line of Survey 448, Claim 2072, said line being the south line of property deeded to Community Sports, Inc and known as Tamarack Golf Course,
 thence along the north line of Survey 448, Claim 2072, South 71 degrees 22 minutes 50 seconds East a distance of 758.07 feet;
 thence leaving said north line of Survey 448, Claim 2072, South 18 degrees 37 minutes 10 seconds West a distance of 225.00 feet,
 thence South 71 degrees 22 minutes 50 seconds East a distance of 62 26 feet;
 thence South 18 degrees 37 minutes 10 seconds West a distance of 184.90 feet;
 thence South 29 degrees 51 minutes 24 seconds West a distance of 196.56 feet;
 thence along a non-tangential curve to the right having a radius of 1,225 00 feet for an arc length of 21 09 feet, also having chord bearing of South 51 degrees 42 minutes 50 seconds East for a chord distance of 21.09 feet,
 thence South 38 degrees 46 minutes 45 seconds West a distance of 50 00 feet;
 thence South 43 degrees 49 minutes 57 seconds West a distance of 220.89 feet;
 thence South 46 degrees 10 minutes 03 seconds East a distance of 751.86 feet,
 thence South 67 degrees 57 minutes 20 seconds East a distance of 131 38 feet,
 thence North 89 degrees 20 minutes 18 seconds East a distance of 239.71 feet;
 thence North 54 degrees 44 minutes 01 seconds East a distance of 59.04 feet;
 thence North 44 degrees 05 minutes 28 seconds East a distance of 179.97 feet;
 thence North 47 degrees 29 minutes 18 seconds East a distance of 174 59 feet;
 thence North 50 degrees 13 minutes 08 seconds East a distance of 330 94 feet;
 thence North 75 degrees 28 minutes 10 seconds East a distance of 243 41 feet,
 thence North 63 degrees 31 minutes 22 seconds East a distance of 462.17 feet to a point on the north line of Survey 448, Claim 2072;
 thence along said north line, South 71 degrees 21 minutes 48 seconds East a distance of 907.83 feet to the northwest corner of Lot 20 of Keswick Place, a subdivision recorded in Plat Book 96 on Page 86 of the St. Clair County Recorder's Office,
 thence along the west line of Lots 20 and 21 of Keswick Place, South 10 degrees 05 minutes 51 seconds West a distance of 194 00 feet to the southwest corner of said Lot 21;
 thence North 79 degrees 53 minutes 58 seconds West a distance of 250 00 feet,
 thence South 10 degrees 06 minutes 02 seconds West a distance of 214 00 feet;
 thence South 79 degrees 53 minutes 58 seconds East a distance of 250 02 feet to the northwest corner of Lot 24 of Keswick Place;
 thence South 10 degrees 05 minutes 51 seconds West a distance of 539.73 feet,
 thence South 09 degrees 27 minutes 38 seconds West a distance of 408.76 feet,
 thence South 45 degrees 57 minutes 18 seconds West a distance of 30.00 feet,
 thence South 43 degrees 47 minutes 59 seconds East a distance of 398.04 feet to a point on the westerly right of way of Lebanon Avenue,
 thence along said westerly right of way, South 46 degrees 11 minutes 30 seconds West a distance of 191.82 feet,
 thence South 46 degrees 31 minutes 30 seconds West a distance of 137 91 feet;
 thence leaving said westerly right of way line, North 43 degrees 57 minutes 03 seconds West a distance of 395.88 feet;
 thence North 45 degrees 57 minutes 18 seconds East a distance of 260 66 feet,

thence along a curve to the left, having a radius of 340.00 feet for an arc length of 5.45 feet,
 also having a chord bearing of North 42 degrees 27 minutes 50 seconds West for a chord
 distance of 5.45 feet;
 thence North 43 degrees 47 minutes 59 seconds West a distance of 100.44 feet,
 thence along a curve to the left having a radius of 1466.50 feet for an arc length of 135.42
 feet, also having a chord bearing of North 46 degrees 26 minutes 42 seconds West for a chord
 distance of 135.37 feet,
 thence along a curve to the left having a radius of 25.00 feet for an arc length of 40.14 feet,
 also having a chord bearing of South 84 degrees 54 minutes 56 seconds West for a chord
 distance of 35.96 feet;
 thence North 51 degrees 04 minutes 42 seconds West for a distance of 50.00 feet;
 thence along a curve to the left having a radius of 25.00 feet for an arc length of 40.14 feet,
 also having a chord bearing of North 07 degrees 04 minutes 20 seconds West for a chord
 distance of 35.96 feet,
 thence along a curve to the left having a radius of 1466.50 feet for an arc length of 388.88
 feet, also having a chord bearing of North 60 degrees 39 minutes 46 seconds West for a chord
 distance of 387.74 feet,
 thence along a curve to the left having a radius of 4966.82 feet for an arc length of 796.55
 feet, also having a chord bearing of North 72 degrees 51 minutes 15 seconds West for a chord
 distance of 795.70 feet;
 thence along a curve to the left having a radius of 25.09 feet for an arc length of 40.87 feet,
 also having a chord bearing of South 55 degrees 48 minutes 27 seconds West for a chord
 distance of 36.50 feet,
 thence North 77 degrees 06 minutes 31 seconds West a distance of 50.00 feet,
 thence along a non-tangential curve to the left having a radius of 25.00 feet for an arc length
 of 40.36 feet, also having a chord bearing of North 33 degrees 21 minutes 35 seconds West
 for a chord distance of 36.12 feet;
 thence along a curve to the left having a radius of 716.50 feet for an arc length of 157.54 feet,
 also having a chord bearing of North 85 degrees 54 minutes 34 seconds West for a chord
 distance of 157.22 feet;
 thence along a curve to the right having a radius of 1083.50 feet for an arc length of 57.46
 feet, also having a chord bearing of North 89 degrees 18 minutes 40 seconds West for a chord
 distance of 57.46 feet;
 thence South 00 degrees 49 minutes 49 seconds West a distance of 135.37 feet,
 thence South 18 degrees 29 minutes 36 seconds West a distance of 411.03 feet to a point on
 the southwest line of Survey 448, Claim 2072,
 thence along said southwest line, North 71 degrees 30 minutes 24 seconds West a distance of
 1226.36 feet to the intersection of the south line of Section 6 with the southwest line of
 Survey 448, Claim 2072;
 thence proceeding west along the south line of Section 6, South 89 degrees 19 minutes 05
 second West a distance of 604.95 feet to the southeast corner of property deeded to Shiloh
 Valley Sanitary District,
 thence North 00 degrees 46 minutes 19 seconds West a distance of 30.00 feet,
 thence South 89 degrees 19 minutes 05 seconds West a distance of 30.00 feet,

thence South 00 degrees 40 minutes 55 seconds East a distance of 30.00 feet to a point on the south line of Section 6;
thence along said south line, South 89 degrees 19 minutes 05 seconds West a distance of 83 00 feet to the Point of Beginning of the tract herein described. Said tract contains 94.764 acres, more or less.