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**RESIDENTIAL COVENANTS, EASEMENTS AND  
RESTRICTIONS OF THE CROWN POINTE**

THIS RESIDENTIAL COVENANTS, EASEMENTS AND RESTRICTIONS OF THE HOMES OF CROWN POINTE (the "Declaration") is made this 6<sup>th</sup> day of July 2009, by C.P.R. Properties, LLC, an Illinois limited liability company ("Developer" and/or "Declarant").

**PREAMBLES:**

A. Developer owns fee simple title to a certain parcel of real estate (except as stated below in Paragraph C of the Preambles) in the County of St. Clair, State of Illinois, known as The Homes of Crown Pointe, legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

E. Developer desires to develop single family and townhome residential development on the Property known as The Crown Pointe (the "Development"); and

C. Declarant is desirous of submitting the Property to the provisions of this Declaration.

**ARTICLE I**

**Definitions**

When used in this Declaration, the following words and terms shall have the following meanings:

1.1 "Developer" shall mean and refer to C.P.R. Properties, LLC, an Illinois limited liability company, its successors and/or assigns. Any such successor or assignee shall be deemed a Developer and entitled to exercise all or any rights of Developer provided herein if designated as such by Developer in any instrument recorded for such purposes as provided in Section 8.11,

1.2 "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family (hereafter defined) residence. Dwelling shall include any Improvement (hereafter defined) attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.

1.3 "Improvement" or "Improvements" shall mean and include any Dwelling, any and all buildings,

driveways, pedestrian walkways, fences, decks, patios, sidewalks, and all other structures or improvements of every kind and description.

1.4 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by all instrument in writing executed, acknowledged and recorded by Developer, which designates a part of the Property as a Lot for the purposes of the Declaration.

1.5 "Deed" shall mean the deed of Developer conveying a Lot to an Owner.

1.6 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

1.7 "County" shall mean St. Clair County, State of Illinois.

1.8 "Municipality" shall mean the City of Mascoutah, Illinois, an Illinois municipal corporation.

1.9 "Owner" shall mean and refer to the record owner, whether one or more Persons (hereafter defined), of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.

1.11 "Plans and Specifications" shall have the meaning set forth in Section 4.2.

1.12 "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

1.13 "Substantial Completion" and "Substantially Complete" shall mean the date on which the Municipality issues an occupancy permit to the Owner. All construction of Improvements not constructed by the Developer must be Substantially Complete no later than twelve (12) months from the time construction begins. In the event of a dispute as to whether or not any Improvements is/are Substantially Complete, such dispute shall be conclusively decided by Developer, whose decision shall be binding on the parties.

1.14 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, a group of not more than three persons not all so related, maintaining a common household in a Dwelling or as otherwise defined by any fair housing laws in the State of Illinois or by federal law, as amended from time to time, or as allowed by Municipal Documents or the Municipality.

1.15 "Special Amendment" shall have the meaning set forth in Section 8.6.

1.16 "Subdivision Plat" or "Subdivision" shall mean the plat of subdivision for as recorded in the Office of the Recorder of Deeds of St. Clair County, State of Illinois on in Book \_\_\_\_\_, Page \_\_\_\_\_, as Document No. \_\_\_\_\_.

## ARTICLE II

### *Declaration Purposes and Property Subjected to Declaration*

2.1. The Developer desires to create on the Property a Single-Family development for future owners of Lots for the following general purposes:

(a) The Developer desires to provide upon the Property, through its planning and layout, the harmonious development of a Single-Family community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions, restrictions and easements set forth herein and the reservation of certain powers as herein contained, Developer intends to provide a plan for development of the Property, which is intended to enhance and protect the values of Developer's Single-Family residential community.

(c) The Developer desires to (i) prevent improper use of Lots, which may depreciate the value of the Subdivision; (ii) prevent the construction of buildings containing improper or unsuitable materials and colors; (iii) ensure adequate and reasonable development of the Property, including without limitation, adequate maintenance of the exterior of the Dwelling located within the Subdivision and (iv) encourage the construction of attractive improvements on the Property; and (v) prevent haphazard development.

2.2. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

## ARTICLE III

### *Specific Restrictions*

3.1. All Lots shall be used only for Single-Family dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and (iii) comply with all applicable governmental codes (including without limitation, the Municipal Documents).

3.2. All Improvements shall be constructed in accordance with the plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, regulations (collectively "Regulations") then (except for the provisions of the Municipal Documents) such conflict shall be resolved by *the Developer* or by application of the more stringent provision providing the higher or better quality result, whichever the Developer decides.

3.3. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seeds or other conditions; harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

3.4. No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. No unimproved Lots shall be planted with anything other than grass or other vegetation, and must be mowed and maintained on a regular basis.

3.5. Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) may remain in the driveway for a period of two (2) weeks only then, thereafter, shall at all times be parked in the garage of the Dwelling, except as may be allowed by Rules and Regulations, if any, established by the Association. All repair or maintenance shall not be permitted except within the confines of the garage.

3.6. *The primary use of individual garages shall be for storage of a motor vehicle.*

3.7. No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats or other animals for sale or profit is expressly prohibited.

3.6. The operation of "ham" or other amateur radio stations or the erection of any communication antennae, satellite dishes, or similar devices shall not be allowed unless located in the back yard of the Lot and completely screened from view from all streets, or except as otherwise allowed by federal law.

3.7. Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. Except for the trees and plantings, which exist at the time this Declaration was recorded, no other

trees, plantings, shrubbery, fencing, patios, structures, or other obstructions of any kind whatsoever shall be allowed in any such areas which would 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 that the trees and other landscape items, which presently exist on the Property, are for the benefit of the entire Development and each Owner is prohibited from removing any trees or Other natural growth located on the Lot except as approved by the Developer as stated in Article IV. Any disagreement between any Owner with respect to this provision shall be determined by the Developer in Developer's sole and absolute discretion. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas and the trees and other landscape items are for the benefit of the entire Subdivision.

3.8 The storage of tools, landscaping instruments, household effects, empty or filled containers, boxes, bags, trash, firewood, air conditioning equipment, materials or other items that shall in appearance detract from the aesthetic values of the Subdivision shall be so placed and stored to be substantially concealed from view from the public right of way. If concealed with landscaping, the Owner must use evergreen plants.

3.9 No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot except in sanitary containers located in the garage of the Dwelling or in concealed areas as designated by any rules and regulations of the Association, except on collection days and after sundown on the eve thereof, upon which said containers may be placed near the public right of way for collection.

3.10. No aboveground pools may be erected on any Lot. The placement of in-ground pools and hot tubs requires Developer's approval. The heating of pools or hot tubs by propane is not permitted.

3.11. Vegetable gardens shall be permitted only in the rear yard, provided that no portion thereof shall be located within 20 feet of the rear or side Lot boundary and it does not exceed 150 square feet in area. All gardens must be properly maintained and shall not in appearance detract from the aesthetic value of the Subdivision and shall be placed to be substantially concealed from view from the public right-of-way.

3.12. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the public access roads of the Property. All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

3.13. No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted for use in boring for oil or natural gas be erected, maintained or permitted on any Lot.

3.14. No structure of a temporary character, mobile home, pole barn, trailer, tent, shack, barn, shed, log homes, modular or double-wide mobile home, A-frame, underground homes,

moveable building or any other outbuilding shall be used on any Lot at any time as a residence or as a storage facility, either temporarily or permanently without the approval of the Developer. All exterior construction and landscaping must be completed within twelve (12) months after - commencement.

3.15. There shall be no business, either retail or wholesale, trade or professional activity located on or conducted from any Lot or building thereon. Home offices shall be allowed so long as there is only one *office* in the Dwelling and the Owner does not violate the parking provision. No business vehicles, including trucks (larger than 3/4th ton pickup) or any similar vehicles used for business purposes shall be parked on any public way or any property unless same are parked within an enclosed garage. This prohibition shall not apply to the vehicles of service or utility establishments, mercantile or construction businesses while engaged in the rendering of services or performance of the business with the inhabitants of the Subdivision or for the Subdivision itself. Furthermore, this prohibition shall not apply to any sales or marketing office established and maintained for the sale, construction and marketing of the Property by the Developer.

3.16. No signs of any kind shall be displayed to the public eye on any Lot except:

(a) One sign of not more than two (2) feet on a side, the purpose of which shall be to advertise the Lot for sale or rent.

(b) Signs used by a builder (as approved by the Developer) to advertise the Property during the construction and sale period.

(c) Any size or type of sign Developer, or its successors, assigns or agents, may choose to erect, for the purpose of advertising the sale of Lots and/or located in the Property.

(d) Any size or type of sign Developer chooses to erect at the entrance to the Property, for the purpose of naming or *identifying* the Property. This sign may be placed upon any Lot which fronts on the Property entrance.

3.17. No recreational apparatus will be permitted in any *front yard*, or side yard, or side yard next to a platted street. No clothes lines are allowed. In addition to others provided herein, recreational apparatus, including swing sets, swimming pools, basketball courts, (a basketball pole with backboard will be permitted next to driveway), playground equipment, satellite dishes, boats, trailers, campers or any recreational vehicles, or similar devices shall only be located in the backyard. The Developer shall have absolute discretion to decide what is a *front or side yard*, and to approve or disapprove of any recreational lighting or swimming pool, where it is to be located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Owner.

3.18. No gas, oil, or fuel tank shall be permitted on any Lot without the approval of the Developer.

3.19. No Lot in the Subdivision may be further divided except upon the express written approval of the Developer.

**-ARTICLE IV-**

***Architectural Controls***

4.1. Except for Improvements constructed by Developer, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Developer obtained in the manner hereinafter set forth. Approvals or denials under this Article IV may be withheld in Developer's sole and absolute discretion.

4.2. In order to secure Developer's approval of any proposed Improvement or Improvements, the Owner shall submit to Developer a complete set of the following:

(a) The Lot site plan, as prepared by the Owner's architect or builder, showing, among other things, the location and dimension of all intended improvements;

(b) Drawings, plans and specifications, as prepared by the Owner's architect or builder, of all exterior surfaces, the location of the Improvement on the Lot, showing elevations and grade and the damage to any trees or existing landscape items, including without limitation the color, quality and type of exterior construction materials.

(c) All such other information Developer may require to determine the location, scale, design, character, style and exterior appearance (including the color of the exterior surfaces) of Owner's intended Improvements, including without limitation fences, walls or other dividing elements.

(d) The grading plan must show all the trees, which are five (5) inches or more in diameter *when measured* at three (3) feet above the ground and that will need to be removed during the construction process.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration.

4.3. Within fifteen (15) days after Developer's receipt of the Plans and Specifications, Developer shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Developer. If Developer fails to so approve or disapprove the Plans and Specifications within said fifteen (15) day period, then Developer's approval shall be conclusively presumed.

4.4. If Developer shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required

by the Developer and shall deliver one (1) complete set of revised Plans and Specifications to Developer. Developer shall have thirty (30) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with Developer's requested changes. If Developer fails within said thirty (30) day period to advise the Owner in writing whether Developer approves or disapproves any such revised Plans and Specifications, then Developer's approval shall be conclusively presumed. If Developer shall disapprove all or any portion of said revised Plans and Specifications, Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as Developer shall approve or be deemed to have approved said Plans and Specifications.

4.5. The Owner shall secure the approval of Developer with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV in the manner provided in this Article for the approval of Plans and Specifications.

4.6. Neither Developer, nor any of its agents, attorneys, shareholders, employees, licensees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting, Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7. The provisions of Article IV of this Declaration shall not apply to any Improvements installed or completed by the Developer or any affiliate or subsidiary of or other entity controlled by or in common control with the Developer.

4.8. If required by the Developer, each builder shall acknowledge the provisions of this Articles IV. Each builder or Owner shall be required during the construction process to install adequate siltation control measures and drainage control measures on each Lot so that no debris, dirt, or flooding occurs to any other Lot or Common Area in the Subdivision, including without limitation, mud on the streets or sidewalks. All excess soil or other construction materials shall be removed immediately after the Dwelling is Substantially Complete. In addition, each builder and Owner is required to repair any damage to any of the improvements within the Subdivision such as to sidewalks, public streets or rights of way and landscaping. Construction may only be permitted Monday through Saturday during the hours of 7:00 a.m. to 6:00 p.m. All workers must vacate the Subdivision after this time except in the event of an emergency. Each Owner must ensure that its Lot is kept in a neat and orderly manner during the construction of the Improvements. In the event any builder or Owner fails to comply with same that builder or Owner shall be in default and the Developer may pursue all remedies at law or equity under the remedies Section, which are specifically enumerated in this Declaration, it being understood that all remedies are cumulative.

4.9. The Plans and Specifications shall also contain the following minimum specifications:

(a) The minimum living area of the main structure erected on any Lot shall be no less than one thousand three hundred fifty (1,350) square feet in a one-story structure, one thousand four hundred (1,400) square feet in two-story structures, and all structures shall



have a minimum six hundred fifty (650) square feet on main floor and attached two (2) car garage. For computing the allowable minimum floor area specified herein, only floor area used for actual living space shall be allowed. The floor area of basements, porches, breezeways, verandas, terraces, outside steps, platforms, and garages shall not be included in the computation;

(b) All footings shall be pierced and rodded. Basement walls shall be rodded under and over windows when possible with a minimum of two #4 re-bar in footings and #4 re-bar spaced on two-foot centers vertically in walls. No exposed concrete on the foundation is permitted, except for 6-8 inches at grade with siding and D.E.I.F.S;

(c) Shingles shall be asphalt, architectural shingles or a better quality. Roof pitch must be at least 6 vertical to 12 horizontal pitch either gabled, hipped or a tasteful combination. No flat roofs are allowed. Lower pitches for minor areas of the roof may be considered for review

(d) Each Lot with a Dwelling shall have a garage fully capable of housing a minimum of two (2) automobiles but not more than four (4). Garages shall be attached to the Dwelling structures;

(e) All birdhouses mounted on poles or any other structure mounted on a pole or post over six feet above the ground must be approved by the Developer. Any wells designed for a geo-thermal heating and cooling must be approved by the Developer, including location and type of cover;

(f) All sites must have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the Owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said Owner's Lot and onto any adjoining property or public right of way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent Lot without the need for retaining walls;

(g) All vent piping that exits on a roof area is to be located on the rear of the roof. Prefab fireplace inserts are required to be encased with a chimney enclosure of vinyl siding, masonry, stucco or D.E.I.F.S. All chimneys located on the front or sides of any Dwelling shall be made of brick, stone, stucco, D.E.I.F.S. or cultured stone;

(h) Each Dwelling shall have a driveway and parking area, exclusive of the garage, paved with concrete thereon for at least two (2) full-sized automobiles. The Developer must approve the driveway location. Street parking is only for temporary and visitor parking directly in front of Owner's Lot. No portion of a Lot, driveway, street or other location outside the exterior wall of the

(i) *At least 50% of all Dwellings within the Subdivision shall have a Façade of at least 25% brick construction*

garage may be used for purposes of blocking, jacking, maintaining or repairing any automobile, van, trailer, truck, or other vehicles for any period of time. No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and pick up trucks. No campers, trucks (other than pick-up trucks), mobile equipment, trailers, boats, vans, motor homes, or recreational vehicles will be permitted to be stored outside the Dwelling or garage on any Lot in the Subdivision. No other car or other vehicle that leaks oil or other materials shall be parked on the street or on the Common Area, if any.

(j) No Dwelling shall be located on any Lot nearer than the front building line as stated on the Subdivision Plat. No Dwelling shall be located nearer than ten (10) feet from the side Lot line, and twenty-five (25) feet from the rear Lot line. For the purpose of this provision, eaves, steps, and open porches shall not be considered as part of the Dwelling, providing, however, that this shall not be construed to permit any portion of a Dwelling on a Lot to encroach upon another Lot.

(k) All exterior lighting, including but not limited to directional lighting, shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner. Dusk to dawn lights are not permitted. Upkeep of the mailbox is the responsibility of the Owner.

(l) The development concept of The Crown Pointe emphasizes preserving the natural beauty and aesthetics of the land. Therefore, all fences, walls or other dividing elements must be approved by the Developer as to design and location. In the event that an inground pool is constructed by the Owner on a Lot, a wrought-iron fence or aluminum wrought-iron type fence, subject to approval by the Developer, is permitted around the pool and/or decking.

(m) No chain link fences shall be permitted. Fences, if allowed, of wood, decorative vinyl or wrought iron may not exceed six (6) feet in height and the detail of the Fence must be shown on the Plans and Specifications and approved by the Developer. All fences shall require the express written approval of Developer.

(n) No outbuilding shall be allowed, except as approved by the Developer.

## ARTICLE VII

### *Easements*

7.1 All easements as shown on the Subdivision Plat shall be and the same are hereby set aside and reserved for the wires, pipes, water meters, gas meters, and sewer drainage (storm and sanitary) and other subdivision essentials and facilities which either benefit the Developer, the County, the Municipality or any other governmental entity, which has control over the Subdivision. In addition, the Developer hereby reserves to itself and its successors and/or assigns, all easements shown on the Subdivision Plat to locate and install Subdivision essentials and facilities, including without limitation, the fence that runs along the perimeter of the Subdivision, the monument signs in

the front of the entrance median strip, and other signs, which in the opinion of the Developer benefit the Subdivision.

7.2 - All utilities wires, pipes, and lines including telephone, electric, gas, and water shall be buried underground (except to the extent that emergency and construction standards require otherwise), unless otherwise approved by the Developer.

7.3 No building, structure or Improvement nor any part thereof, retaining wall, walk, driveway or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown on the Subdivision Plat, or which may hereafter be established, without the approval of the Developer and the utility companies, which may be using said easement for their facilities, underground cables, or pipes, etc., except that a driveway may be constructed across any easement adjacent to any street within the Subdivision.

7.4 It is expressly declared and provided, however, that Developer (and then to the Association) reserves and retains, so long as Developer remains the Owner of any one or more Lots within the Subdivision (then to the Association), the right, title and privilege to enter upon any Owner's Lot for purposes of performing any required maintenance or to enforce any of the covenants contained herein, as stated in Article IX, eliminate any one or more of the easements, or any part or parts thereof, but there shall at the time be provided for each Lot affected thereby and for the building or structure, which may then or thereafter be erected thereon, proper facilities as adequate as those eliminated. It is further expressly declared and provided that Developer, during said *period* of time, shall have the right to designate additional easements, other than those platted, to adequately serve any Lot in the Subdivision, as Developer or the Association deems best or desirable, as determined by Developer (or the Association) in its sole and absolute discretion, including without limiting the rights, title and easement to go on to each Lot to perform any landscaping or maintenance as provided herein. Any elimination, designation or creation of any easement, easements, or any part of parts thereof shall become effective upon the execution by Developer of any appropriate instrument thereto, which shall be duly acknowledged and recorded in the Recorder's Office of St. Clair County, Illinois.

7.5 The Owner of each Lot shall at all times, with respect to said easement or any part thereof, properly care for same, and keep same free from unsightly accumulation, weeds, debris, or other such matters. No easement or right of access shall be granted or permitted across, through or over any Lot, the effect of which *would* be to provide access for vehicular or other traffic into or out of said Property or the streets or roads thereof, nor shall any Lot be used in any manner to provide such access.

7.6 The easements created by and on the Subdivision Plat are for the benefit of the Lots within the Subdivision and not the general public. Developer reserves the right to *prohibit* access or use of any easement by adjacent owners or owners of property lying nearby or across any roadway. No utility shall be extended to any adjacent Lot nearby or across any road in the Subdivision without the express written consent of Developer.

## ARTICLE VIII

### *General Provisions*

8.1. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

8.2. If and to the extent that any of the covenants 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 for as long as the law shall allow.

8.3 If at any time or times the Developer or the Association shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of St. Clair County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of '735 ILCS 5/13-118 *et seq.*, or any other law or statute of similar purport, such rerecording 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 rerecorded document executed and acknowledged by each of them.

8.4. Each grantee of Developer by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, easement, reservations, liens and charges, and the jurisdiction, *rights and* powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents. In addition, each grantee in any deed or any other conveyance shall be deemed to include the following language:

*"This conveyance is made subject to the Residential Covenants, Easements and Restrictions of C.P.R. Properties, LLC recorded in Book \_\_\_\_\_ on Page \_\_\_\_\_ as Document # \_\_\_\_\_ ("Declaration") in the Recorder's Office of St. Clair County, Illinois.*

8.5. The Developer from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or Whenever there is being built) on any Lot any Improvement which is and remains in violation of this Declaration herein set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.13 hereof from Developer to the Owner of any such Lot, then Developer shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation. NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, THE OWNER SHALL NOT HAVE THE RIGHT TO SEED. A PROHIBITIVE OR MANDATORY INJUNCTION OR TO OBTAIN DAMAGES FROM THE DEVELOPER BUT ONLY TO OBTAIN DECLARATORY RELIEF WITH RESPECT TO ANY DISAGREEMENT OVER INTERPRETATION OF THE DECLARATION, WHICH MUST BE RESOLVED BY THE DISPUTE RESOLUTION PROCEDURES-AS-STATED-IN SECTION 5.9 OF THIS DECLARATION AND THE OWNERS SHALL NOT BE ABLE TO COLLECT ANY ATTORNEYS' FEES OR COSTS WITHRESPECT TO ANY ACTION BROUGHT AGAINST THE DEVELOPER OR THE ASSOCIATION AS STATED HEREIN AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY.

8.6. Developer hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (iv) to amend, modify, change in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer, and to give effect all of the rights, obligations and duties created or contemplated herein. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable and is coupled with an interest. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of; and a consent to the reservation of, the power of the Developer to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 8.11 hereof, the right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds title to any Lot.

8.7. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property. Under no circumstance shall the provisions of this Declaration be construed or otherwise interpreted against the Developer. The Developer and/or the Association may seek attorneys' fees and costs associated with the enforcement of the terms and provisions of this Declaration.

8.8. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.9. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

8.10. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8.11. Notwithstanding anything herein to the contrary, the Developer hereby reserves the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of St. Clair County, Illinois. Upon such assignment, Developer shall be relieved from any and all liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of the Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.12. Developer may, at its sole discretion, from time to time, elect to bring within the scheme of this Declaration certain portions of additional property. Developer is not obligated in any manner by this Declaration to annex said additional property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Developer may decline to exercise the rights granted in this Section 8.12 or may elect to exercise such rights only to a limited extent. The additions authorized by the following and succeeding provisions of this Section 8.12 shall be made by recording in the Office of the Recorder of Deeds for St. Clair County, Illinois, a Supplementary Declaration with respect to any such additional property, or portion thereof, which shall extend the scheme of this Declaration to the property to be annexed (hereinafter referred to as the "Annexed Property"). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not unreasonably inconsistent with the scheme of this Declaration. At such time as the Developer causes the recording of such Supplementary Declaration or Declarations, then in such event: (a) Developer shall have and enjoy in such Annexed Property all easements and exercise all rights, privileges and immunities reserved to them or either of them in this Declaration in the same manner and with the same force and effect as though the term Property as used in this Declaration included such Annexed Property; and (b) in all other respects, all the provisions of this Declaration shall include and apply to such Annexed Property in the same manner and with the same force and effect as though such Annexed Property had been subject to the provisions of this

Declaration.

8.13. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Developer, or the Lot address if no address is on file, shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3<sup>rd</sup>) day after deposit in the United States mails.

8.14 This Declaration shall not be construed as permitting any action prohibited by 765 ILCS605/18.5 ("Master Association Statute") nor prescribing any action mandated by the Master Association Statute. In the event of any conflict, the terms of the Master Association Statute shall govern and control.

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, WHICH MAY BE BINDING ON THE PARTIES HEREIN.**

IN WITNESS WHEREOF, C.P.R. Properties, LLC has caused its respective seal to be affixed hereunto and have caused its name to be signed to this Declaration by its respective President as of the day and year first above written.

C.P.R. Properties, LLC  
an Illinois limited liability company

By: \_\_\_\_\_

STATE OF ILLINOIS

)  
) ss.  
)

COUNTY OF ST. CLAIR

I, \_\_\_\_\_, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Paul Murphy as sole owner of C.P.R. Properties, LLC, a limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposed therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Republic



EXHIBIT "A"

(LEGAL DESCRIPTION)

Lot 1 -16 of CROWN POINTE, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats \_\_\_\_\_ on Page \_\_\_\_\_ as Document No. \_\_\_\_\_.

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

## Exhibit A

Lots 1- 16 of "Crown Pointe-Phase 1, part of the East 1/2 of the Southwest 1/4 of Section 29, Township 1 North, Range 6 West of the Third Principal Meridian, City of Mascoutah, St. Clair County"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois as Document No. A02186128.

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

Situated in St. Clair County, Illinois.