

**CARRINGTON PLACE  
THIRD AMENDED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

This Declaration (the "Declaration") is made this 1st day of August, 2011 by **THE CARRINGTON PLACE HOMEOWNERS ASSOCIATION**.

**PREAMBLES**

A. Declarant, CARRINGTON PLACE HOMEOWNERS ASSOCIATION, declares that it has assumed control of the following described property which has been subdivided for residential purposes and that to protect future owners of property in the subdivision; Declarant establishes the following restrictions on the CARRINGTON PLACE development, described as follows:

The Plat of CARRINGTON PLACE DEVELOPMENT, PHASE I, as recorded in the St. Clair County Recorder of Deeds office on November 21, 2001, as Document Number A01647367, recorded in Book 101, Page 16.

B WHEREAS, the Original "Carrington Place Declaration of Covenants, Conditions, Restrictions and Easements" were duly recorded in the St. Clair County Recorder of Deeds office on October 29, 2001, as Document Number A01642759, recorded in Book 3590, Page 1874.

C. WHEREAS, the "Carrington Place Amended Declaration of Covenants, Conditions, Restrictions and Easements" were duly recorded in the St. Clair County Recorder of Deeds office on July 24, 2007, as Document Number A02056197.

D. WHEREAS, the Carrington Place Second Amended Declaration of Covenants, Conditions, Restrictions and Easements were duly recorded in the St. Clair County Recorder of Deeds office on January 5, 2010, as Document Number A02196160.

E. THEREFORE, this Third Amended Declaration of Covenants, Conditions, Restrictions and Easements are to bear and effect the CARRINGTON PLACE development and shall be covenants running with the land on the terms, conditions and specifications.

**ARTICLE I**

**Definitions**

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

1.1 "Architectural Committee" shall mean and refer to the Architectural Control Committee of the Carrington Place Homeowners Association.

- 1.2 "Association" shall mean and refer to the Carrington Place Homeowners Association.
- 1.3 "Board" shall mean and refer to the Board of Directors of the Carrington Place Homeowners Association.
- 1.4 "Building Footprint or Footprint" shall mean the area of land immediately under the structure.
- 1.5 "Common Ground" shall mean and refer to all property not immediately under the structure including, but not limited to, the Development clubhouse and guardhouses.
- 1.6 "Declarant" shall mean and refer to CARRINGTON PLACE HOMEOWNERS ASSOCIATION, its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein.
- 1.7 "Developer" shall mean and refer to R&R DEVELOPMENT, L.L.C., its successors and assigns. Any such successor or assignee shall be deemed a Developer and entitled to exercise all or any rights and duties of Developer provided herein.
- 1.8 "Development" shall mean and refer to the Carrington Place Development/Subdivision legally described in "Exhibit A".
- 1.9 "Dwelling" shall mean any building located on a footprint and intended for the shelter and housing of a Single Family or Garden Unit Dwelling; and, shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.10 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, hedges, lawns, planted trees, shrubs and all other structural landscaping improvements of every kind and description.
- 1.11 "Deed" shall mean the deed of Developer conveying a Building Footprint to an Owner.
- 1.12 "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.
- 1.13 "Municipality" shall mean the Village of Swansea, State of Illinois.
- 1.14 "Owner" shall mean and refer to the recorded owner, whether one or more Persons, of fee simple title to any Building Footprint, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and the term "Owner" shall include the Developer to the extent Developer owns Building Footprints and Common Ground in the interest of Developer as contract seller of any Building Footprint.
- 1.15 "Person" or "Persons" shall mean all natural individuals, corporations, partnership, trustees or other legal entities capable of acquiring title to real property.

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

1.17 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

1.18 "Development Plat" shall mean the plat of subdivision for CARRINGTON PLACE as recorded in the Office of the Recorder of Deeds of St. Clair County, State of Illinois.

## ARTICLE II

### Declaration of Purposes And Property Subject to the Declaration

2.1 The Declarant desires to maintain on the Property a garden home and single-family development for present and future owners of Building Footprints for the following general purposes:

(a) The Declarant desires to provide upon the Property the harmonious development of a garden home and 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 and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to enhance and protect the values of the Declarant's single-family and garden home residential community.

(c) The Declarant desires to (i) prevent improper use of Development Property which may depreciate the value of the Owner's property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) prevent haphazard and inharmonious development; and (v) in general, provide for the highest quality environment for the Development.

2.2 To further the general purposes herein expressed, the Declarant, 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.

2.3 Developer has caused, or may cause, to be constructed and laid out upon a part of said site open space areas intended to be used for, by way of example, and not by way of limitation, recreation areas and park purposes, said open space areas being herein referred to as "Common Ground," said Common Ground being identified and more particularly described on said Plat (or by separate instrument, if any, of record), as either "Common Ground" or "Common Land(s)," or "Common Area(s)," said terms being used interchangeably herein, and having the same meaning.

2.4 There has been designated and recited on Plat certain streets and also certain easements which have been provided for the purpose of constructing, maintenance, and operating, as applicable, sewers, pipes, conduits, poles, wires, and other facilities and utilities for the benefit of the owner or owners shown on said Plat, and for the use of such others as may be later designated by Declarant herein.

2.5 All reservations, limitations, conditions, and covenants contained in this Indenture, any and all of which are herein referred to as "Restrictions," are made jointly and severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots which may be hereafter platted or created upon Site and made subject to these Restrictions, and for the benefit of the Association, and their respective tenants, invitees, successors, and assigns.

2.6 The Covenants and Restrictions set forth shall continue and be binding upon Owner and upon his/her successors and assigns for the longer of the following: [1] for the duration of the Development, or [2] for a period of thirty (30) years from the time the first Owner takes possession of his/her residence, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record owners of the lots now subject and hereafter made subject to these Restrictions and this Indenture, by two-third (2/3) vote of those entitled to vote, may terminate the trusts or release all of the land restricted thereby from any one or more or all of said Restrictions and this Indenture at the end of said thirty (30) year period, or of any succeeding fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Clair County, Illinois, at least one (1) year prior to the expiration of said thirty (30) year period or of any fifteen (15) year period thereafter.

2.7 In the event the Subdivision encumbered by these Restrictions is vacated, thereafter fee simple title to the Common Ground shall vest in the then lot owners as tenants in common, but the rights of said tenants in common shall be exercisable only appurtenant to and in conjunction with their lot ownership.

2.8 On June 1, 2009, originally named Directors Sherry Randle and Ron Randle transferred control of the Carrington Place Homeowners Association to the then recorded Owners of the existing Building Footprints.

2.9 The actions of a majority of the Directors shall bind all the Directors.

### ARTICLE III

#### Development Common Grounds

3.1 The Association shall keep said roads, circles, parking areas, walks, and Common Ground open at all times for the use and benefit of the owner or owners of various residences now constructed or hereafter constructed. Such use shall always be subject to the general rules and regulations hereafter established or prescribed by the Association and subject to the established charges therefore. The Association shall have, to exercise as they, in their sole discretion deem best, the power, to make, improve and construct and reconstruct the roads, circles, walks, parking areas, and Common Ground as are now constructed or may hereafter be constructed upon Site, and to maintain and repair the same, to

regulate the use thereof, and to provide for the proper lighting, policing, protection of same, and to construct and maintain, or permit others to construct and maintain, overhead or underground transmission systems and pipes, conduits and other means for the transmission of electric, telephone and cable television services, and gas, steam, water and other useful agencies, storm and foul water systems, for the benefit of Site and the Owner, and their invitees, and for the benefit of the aforesaid owners, and their invitees all herein sometimes referred to as "Users."

3.2 No above ground building improvements or structures, other than required streetlights, shall be constructed upon the Common Ground located in street cul de sac areas, divided street entry islands or median strips, except in compliance with the provisions in the legend on the Plat for said Subdivision, and except upon the written approval of the appropriate governmental authority.

#### **ARTICLE IV**

##### **Rights, Authorities, Powers, Interest and Duties of The Association**

4.1 The Association and its members have the following rights, authorities, powers, interests and duties:

(a) To construct, reconstruct, maintain and repair the streets, gutters, and curbing, or any of them, in and upon the aforesaid roads, places, circles, walks, parking areas, Common Ground and structures, all to the effect that there shall be continuous maintenance of same; to plant, grow and preserve trees and shrubbery in any appropriate spaces in or upon or adjacent to said roads, places, circles, walks, parking areas, and Common Ground; and to construct, maintain, reconstruct and repair proper and sufficient sewer systems, gas and water pipes and other pipes and conduits and connections therewith, and overhead and underground transmission systems for conducting electricity, telephone or cable television service in or upon the said roads, places, circles, walks, parking areas and Common Ground, and in or upon the easement strips shown on the Plat, or upon those hereinafter established upon Site, and all of the said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences as may be made by Owner. The Association shall also have the power, by way of example, and not by way of limitation, to construct, reconstruct, maintain, and repair recreation buildings, and other recreation facilities in the Common Ground, and the right to construct, reconstruct, maintain and operate upon any part of the Common Ground, planting islands, bridges, sculptures, landscaping improvements of any type, character, or description, and other recreation facilities.

(b) To grant to such person or persons, corporation or corporations, and for such time as they, the Trustees, or their Successors may deem best, the right to enter upon said roads, circles, places, parking area, walks, common areas, and Common Ground, or any of them, or the easement strips shown on plat, or those hereafter established on Site, and erect and maintain overhead and underground transmission systems for conducting electricity or telephone or cable television service, and to construct and maintain therein suitable pipes or conduits or other means to conduct water, gas, steam, and other useful agencies and to supply the same for the use and benefit of the homeowners.

(c) To light, police, clean or resurface said roads, circles, walks, places, parking areas, common areas and Common Ground, and clean storm sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of the same whenever necessary to do so by appropriate legal proceedings; also to pay the general and special taxes which may be assessed against the same; also to receive, hold, convey, dispose of and administer in trust for the purpose of these Restrictions, any gift, grant, conveyance or donation of money or real or personal property, and generally to do whatever else may to the Association or their Successors deem to be necessary with respect to said roads, circles, places, parking areas, walks, common areas, and Common Ground, including the collection, removal, carrying away and disposal of garbage, rubbish, and ashes from the said roads, places, circles, walks, common areas, and Common Ground, and in and from the Development, and to make proper contracts there for, covering such periods of time as the Association may deem best.

(d) Also, to cut, remove, and carry away from all Common Ground areas in the Development and properly dispose of all weeds and unsightly grasses or other growths, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness; this may be done at the expense of the Association, or if the homeowner of such land fails, omits, or refuses, after 10 days written notice delivered to such homeowner or posted on such land, to remedy such condition, at the expense of the owner of such land on whose land such expense is incurred, by special assessment against him, as the Board may determine; and the right to prescribe the type and location of rubbish containers, and the method, manner and means of rubbish disposal.

(e) To prohibit heavy hauling over, upon or along said roads, places, avenues, circles, and parking areas, and to prohibit speeding or racing and regulate speeds thereon; to prohibit the obstruction of said roads, places, avenues, circles, parking areas, and walks by storage of materials or otherwise.

(f) To enter upon the said roads, walks, places, avenues, circles, parking area, common area, Common Ground and easement strips for the purpose of doing the things herein specified, or any of them.

(g) In exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, to, from time to time, employ agents, servants and laborers as they may deem necessary, and employ counsel and institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them or any of them in their character or capacity as Board Members of the Association.

(h) The right to contract with any person (or persons), corporation, partnership or L.L.C. for the management of the Common Ground, or any part thereof, upon such reasonable fee or management basis and terms as the Association in their sole discretion may approve.

(i) The right to authorize and permit, subject to such reasonable rules and regulations as the Trustees may promulgate, licensees, invitees, and permittees of the homeowner of any footprint established in the Development, to use the Common Ground.

4.2 The Association shall also be authorized to expend money for the collection of assessments and keeping the books of account, and they are also authorized to purchase and carry insurance to protect them against claims for person injuries or death, or for damage to property, sustained by anyone as hereinbefore provided, and to purchase fire and extended coverage insurance insuring any property owned by it.

4.3 Notwithstanding anything to the contrary contained in this Indenture, all Common Ground or Common Land shall, so long as the Association is vested with fee simple title thereto, be maintained by the Association, and the cost of such maintenance shall be funded by general assessments, as provided herein.

## ARTICLE V

### General Restrictions

5.1 All Building Footprints shall be used only for either Garden Home or Single- Family Dwellings. The Association shall (i) maintain all improvements in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Property and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

5.2 All improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article VI and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules 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, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result. After written approval has been granted for construction, in accordance with the terms and conditions in Article VI, the Builder shall at the commencement of construction provide the following:

- (a) A temporary electrical service at the construction site for use by the Builder and any Sub-Contractors during construction.
- (b) A temporary restroom facility at the construction site for use by the Builder and any Sub-Contractors during construction.
- (c) A temporary storage device "dumpster" at the construction site for use by the Builder and any Sub-Contractors during construction.

5.3 No dwelling (single family or garden unit) shall be permitted on the building sites which has less than 1450 square feet of livable floor space, excluding garages, and space below ground level, and open porches and balconies on any one (1) floor. The character and design of garages must conform to the character and design of the dwelling structure (sometimes referred to as "home"). All homes must be approved by the Association.

5.4 Dwellings which are situated on the lake must have full brick on all four (4) sides. Dwellings which are not situated around the lake must have full brick on the front (side facing a street) and the two adjacent sides. The back of the dwelling may have either full brick or pre-painted cement board (Hardi-Board) having a minimum fifty (50) year warranty on the substrate.

5.5 Dwellings must have a minimum roof pitch of four (4) inches rise in twelve (12) inches of run or greater which is harmonious with other dwellings in the Development. Shingles used on the roof of a dwelling must be at least thirty (30) year architectural grade shingles.

5.6 Dwellings must have at least a two car garage.

5.7 Exterior windows and doors, including garage door(s), on dwellings must be approved by the architectural committee as to the manufacturer, style, color and type to be used. All windows and doors must be of a color harmonious with the building and other dwellings in the Development. No white windows or doors will, be allowed.

5.8 All driveways and additions thereto shall be of Portland Cement and constructed at the time of the building construction.

5.9 All mailboxes and mailbox posts in the development shall be uniform. They shall be Model Number TXF-XX85-1X as manufactured by Brandon Industries, Inc., 1601 W. Wilmeth Road, McKinney, Texas, 75069-8250.

5.10 No noxious or offensive activity shall be carried on, in or upon any portion of the Property of the Development, 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, harborship or breeding infectious plant diseases or noxious insects shall be introduced or allowed to exist upon any Property of the Development.

5.11 No person shall accumulate on his property any abandoned vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened and out of sight from the front of the property. All unimproved areas shall not be planted with anything other than grass or other vegetation.

5.12 Trucks, boats, recreational vehicles, trailers or other vehicles owned by the property owner shall at all times be parked in the garage of the Dwelling. At no time shall any vehicle be parked in the street for an extended period of time.

5.13 The operation of small "mountable" satellite dishes are permitted as long as the dish is placed in a location completely screened from view from the front of the home.

5.14 The operation of "ham" or other amateur radio operations or the erection of any communication antennae or similar devices shall not be allowed. No towers shall be permitted anywhere in the Development.

5.15 The Association shall keep all of the Common Areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. 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 Homeowner shall alter the rate or direction of flow of water from any home by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Homeowner acknowledges, by acceptance of a deed to a Building Footprint, that any and all such drainage or detention areas are for the benefit of the entire Development.

5.16 The Association, at the discretion of the Board of Directions, shall be responsible for the maintenance and upkeep of all landscaping, trees, plantings, shrubbery installed at the time of original construction, and for snow removal, lighting, lawn mowing and trimming on all common areas.

5.17 There shall be no obstruction of the Common Ground nor shall anything be stored in the Common Ground without the prior consent of the Association except as herein expressly provided. Each homeowner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior, shall be subject to the rules and regulations of the Association.

5.18 Homeowners shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls of any Building or upon the Common Grounds and no sign, awning, canopy, shutter, satellite antenna (dish), radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Grounds without the prior written consent of the Association. No air conditioning unit of whatever type other than those installed as of the date of this Declaration is recorded or those thereafter installed by the Developer or the Association may be installed without the prior written permission of the Association.

5.19 No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any home or on the Common Ground except that household pets may be kept in homes, subject to rules and regulations adopted by the Association, which rule or regulation may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

5.20 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Ground. The Common Ground shall be kept free and clear of rubbish, debris and other unsightly materials.

5.21 No benches, chairs, playpens, bicycles, wagons, toys, vehicles, baby carriages or other personal property shall be left on any part of the Common Ground without the prior consent of the Association, subject to any regulations of the Association.

5.22 Nothing shall be altered or constructed in or removed from the Common Ground except as constructed or altered with the written consent of the Association.

5.23 If the act or omission of a homeowner, or of a member of his family, a household pet, guest, occupant or visitor of such Homeowner, shall cause damage to the Common Ground or to a Home or Homes owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such homeowner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

5.24 A Homeowner is prohibited in any manner from placing a lien on any portion of the Common Ground or in any way encumbrancing same.

5.25 No junked or abandoned vehicles, objects or materials shall be permitted on any property, nor shall there be permitted the accumulation of garbage, trash or other debris.

5.26 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.

5.27 No oil drilling, oil development, oil refining, quarrying or mining operations 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 Building Footprint.

5.28 No structure of a temporary character, mobile home, pole barn, trailer, tent, shack, barn, shed, or double-wide mobile home, moveable building or any other outbuilding shall be used on any property any time as a residence, sales or marketing office, or as a storage facility, either temporarily or permanently without the approval of the Association. All exterior construction and landscaping must be completed within twelve (12) months after commencement.

5.29 All residences shall be used exclusively for residential purposes. There shall be no business, either retail or wholesale, trade or professional activity located on or conducted from any Building Footprint or building thereon. No business vehicles, including trucks (larger than 3/4th ton pick-up) 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 performance of the business with the inhabitants of the Property or for the Property itself. Furthermore, this prohibition shall not apply to any sales or marketing office established and maintained for the sale and marketing of the Property.

5.30 No signs of any kind shall be displayed to the public eye on any Building Footprint except:

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

- b. Signs used to designate the presence of a security company are permissible.
- c. Signs used by the Developer to advertise the Property during the construction and sale period.
- d. Any size or type of sign Developer, or his successors, assigns or agents, may choose to erect, for the purpose of advertising the sale of Lots and/or structures in said Property shall be approved by the Association prior to erection. Plans and specifications for such sign shall be submitted to the Architectural Committee at least thirty (30) days prior to planned date of erection.
- e. Any size or type of sign the Association chooses to erect at the entrance to the Property, for the purpose of naming or identifying the Development. This sign may be placed in any area which fronts on the Property entrance.
- f. No owner may rent or lease their home. All homes must be owner-occupied.

5.31 No recreational apparatus will be permitted in any front yard, or side yard, or side yard next to a platted street. In addition to other provided herein, recreational apparatus, including swing sets, basketball courts, playground equipment, satellite dishes, boats, trailer, campers or any recreational vehicles, or similar devices shall not be located at any point toward the front Lot line, past the line drawn parallel with any intersecting the front dwelling structure. The Association shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove of any recreational lighting, 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. All swing sets shall be a wooden structure and approved by the Association. Metal swing sets are not permitted.

5.32 Basketball poles with a backboard are only permitted upon approval by the Association.

5.33 Each Owner shall tap in to the public sewer system and be completely and absolutely responsible for any and all charges, ordinances and requirements of the Municipality.

5.34 No swimming pool shall be constructed or erected.

5.35 No gas, oil, or fuel tank shall be permitted on any building site.

5.36 No building site in the Property may be further divided except upon the express written approval of the Association.

5.37 All soil or other construction material shall be removed immediately after the home is complete, which is defined to mean when the occupancy permit is issued by the Municipality.

5.38 No fencing of any kind, unless approved by the Architectural Control Committee, shall be permitted.

5.39 No animal cases and/or kennels shall be permitted.

5.40 No swimming or boating of any kind, nature or character will be permitted in the lake located on the Development.

5.41 No person under the age of 21 years old shall be permitted in the clubhouse without being accompanied by a parent or guardian.

5.42 Any landscape element, trees, shrubs, patios or walks or flowers added by the individual owner shall receive prior approval of the Architectural Control Committee, and shall be maintained solely by the owner. These additions do not become part of the association's responsibility for maintenance, care or replacement.

## ARTICLE VI

### Architectural Controls

6.1 From and after the time the Developer turned over control of the Development to the Association, an Architectural Control Committee shall have been formed pursuant to the provisions of this Declaration, herein, to review, approve and disapprove all improvements.

6.2 No Dwelling or Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted in the Development or on any Home without the prior written approval of Architectural Committee obtained in the manner hereinafter set forth. Said improvements include, but are not limited to additions or subtractions to the outside of the Home and inside of the Home which would be visible from the street. Approvals under this Article VI will be subject to the Architectural Control Committee and shall not be arbitrarily or capriciously withheld.

6.3 In order to secure Association's approval of any proposed Improvement or Improvements, the Owner shall submit to the Architectural Committee of the Association three (3) complete sets of the following:

- (a) The plan, as prepared by the Builder or Owner's architect, showing, among other things, the location and dimension of all intended Improvements;
- (b) Drawings, plans and specifications, as prepared by the Builder or Owner's architect, of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials;
- (c) All such other information The Association may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended improvements.

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

6.4 Within thirty (30) days after The Architectural Committee's receipt of the Plans and Specifications, the Association 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 Association. If the Association fails to so approve or disapprove the Plans and Specifications within thirty (30) days after receipt of the Plans and Specifications, then The Association's approval shall be conclusively presumed.

6.5 If the Association 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 Association and shall deliver three (3) complete sets of revised Plans and Specifications to the Architectural Committee. The Architectural Committee shall have thirty (30) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with the Association's requested changes. If the Association fails within said thirty (30) day period to advise the Owner in writing whether the Association approves or disapproves any such revised Plans and Specifications, then the Association's approval shall be conclusively presumed. If the Association 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 6 until such time as the Association shall approve or be deemed to have approved said Plans and Specifications.

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

6.7 Neither the Association, the Architectural Committee, nor any of its agents, employees, 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.

## ARTICLE VII

### Assessments

7.1 A sum of \$250 per month for single family residences and \$200 per month for garden home residences for the upkeep and maintenance of lighting, landscaping, roads and other improvements on the common property of the development will be assessed to the owner on a monthly basis. The first assessment will be due in the month following closing or within eighteen (18) months of the commencement of construction, whichever occurs first. After that, all assessments will be due on the 10th day of each month.

7.2 The monthly assessment for single family and garden home residences may not be increased or decreased without approval by a majority vote of the then members of the Carrington Place Homeowner's Association.

7.3 If an Owner fails to keep current in payment of the monthly assessment the Association may attach a lien for any and all unpaid assessments against the Owner's property. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this paragraph, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction shall be paid by the Homeowner in violation, and, until paid by such Homeowner shall constitute a lien on the interest of such Homeowner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgage with respect to such Home.

## ARTICLE VIII

### Violation of Covenants and Restrictions

8.1 The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Home, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Homeowner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass or otherwise; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Homeowner's interest in the Property and to maintain an action for possession of such Home in a manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Homeowner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true and (c) the Homeowner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Homeowner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this paragraph, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and costs of labor and materials shall be paid by the Homeowner in violation, and, until paid by such Homeowner shall constitute a lien on the interest of such Homeowner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgage with respect to such Home.

Furthermore, if after hearing and finding as aforesaid and failure of the Homeowner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Homeowner a ten (10) day notice in writing to terminate the rights of the said defaulting Homeowner to continue as Homeowner and to continue to occupy, use or control his

Home and thereupon an action in equity may be filed by the Association against the defaulting Homeowner for a decree declaring the termination of the defaulting Homeowner's right to occupy, use or control the Home owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Homeowner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Homeowner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Homeowner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Homeowner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Footprint and to immediate possession of the Home sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Homeowner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Home, all fines imposed by the Association and all attorneys' fees incurred by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Homeowner is in default. Until such fines and fees are paid by Homeowner, the amount thereof shall constitute a lien on the interest of the Homeowner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 11 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Home.

8.2 Entry of Association. The Association or its officers, agents or employees may enter any Home when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Homeowner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Homeowner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

## **ARTICLE IX**

### **Real Estate Taxes**

It is understood that real estate taxes are to be separately taxed to each Homeowner for his Footprint and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Homeowner, then the Association shall collect from each Homeowner of a Footprint not separately taxed, the proportionate share of the tax bill attributable to his Footprint based on the relative percentage of ownership of the Common Elements of each such Footprint not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Footprints located on property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Footprint. Upon majority vote of

the Homeowners, the Association shall have the power to seek relief from the assessment or levy of taxes, special assessments or charges and to charge and collect all expenses, incurred in connection therewith as common expenses.

## **ARTICLE X**

### **Easements**

10.1 All easements as shown on the Development Plat shall be, and the same are hereby set aside and reserved for the wires, pipes, water meters, gas meters, and main sewer drainage and other Development essentials and facilities.

10.2 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 Association.

10.3 No building or structure nor any part thereon, retaining wall, walk, driveway or other interfering obstruction may be erected, constructed or maintained within, on or over an easement, as shown on the Development 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.

10.4 The Association of each Lot shall at all time, 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.

10.5 The easements created by and on the Development Plat are for the benefit of the Lots within the Property and not the general public. Declarant 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 Property without the written consent of Declaration.

## **ARTICLE XI**

### **General Provisions**

11.1 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, the Association, or the Owner of any Lot subject to this Declaration, 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.

11.2 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 only until expiration of twenty-one (21) years after the death of the law to survive of the class of persons consisting of all of the lawful descendants of Ronald S. Randle, living at the date of this Declaration.

11.3 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 recorded document executed and acknowledged by each of them.

11.4 If at any time or times the Developer or the Association shall deem it necessary or advisable to amend this RECORDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS they may do so, provided that the fee simple recorded owners of the lots now subject and hereafter made subject to these Restrictions and this Indenture, by two-third (2/3) vote of those entitled to vote, approve said amendments.

11.5 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 restriction, conditions, covenants, 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 11 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 completed as though such rights were recited fully and set forth in their entirety in any such documents.

11.6 The Association and each Owner 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 the covenants above 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 11 hereof from The Association or any future homeowners' association to the Owner of any such Lot, then The Association or any eventual homeowner's association 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 The Association and the Owners 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.

11.7 Declarant 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 performed and shall 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, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not encumber upon the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant 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. 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 Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 11 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

11.8 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

11.9 In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be 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 title holding 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 to the beneficial interest of any such trust or any transfers of title to any such Lot.

11.10 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.

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

11.12 Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve 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, either or both of Declarant and Developer as the case may be, shall be relieved from any 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 either or both of Declarant and Developer, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

11.13 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 Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

## **ARTICLE XII**

### **Electronic Keys**

For the safety of the residents and the property, this Development will have an electronically controlled gate at the front entrance of the Development. Adult homeowners will be issued an electronic opener for the entrance gate. An electronic key will be furnished to the Owner(s) of each residence for the swimming area and the clubhouse. Replacement keys will require a charge of \$50.00 each.

## **ARTICLE XIII**

### **Arbitration**

Any controversy between Homeowners or any, claim by a Homeowner against the Association or another Homeowner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

## **ARTICLE XIV**

### **Additional Property**

(a) Developer, its successors and assigns, reserves the right in its sole discretion to add to the Subdivision and to subject to the terms of this Indenture such other land as is now or hereafter owned by Developer; provided that Developer first obtains all necessary approvals from St. Clair County and/or the applicable municipality. Developer further reserves the right to file boundary adjustment plats to reflect any such additions and, in connection with any such additions, the right to relocate and then vacate the roads shown on the Plat; provided that Developer first obtain all necessary approvals from St. Clair County and/or the applicable municipality.

(b) The additions to the Subdivision authorized by this Section shall be made by executing and filing of record in St. Clair County an instrument or plat executed by Developer which shall extend this Indenture to such additional land. Said instrument or plat may contain such complementary additions to, amendments of and modifications of the covenants and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Indenture. When, as and if Developer adds other real estate to the Subdivision, the terms "Site," "Plat" and "Subdivision" as used herein thence shall include such other real estate so added to the Subdivision.

(c) Developer shall be under no obligation pursuant to this Section to add to the Subdivision any other land.

(d) Developer, its successors and assigns, hereby reserves the right, in its sole discretion to convey and grant to the owners of any adjacent tracts of and, but subject always to the terms, provisions and Restrictions of this Indenture and to laws and ordinances applicable to the Site, the right to use and/or tap-in to any or all following located upon the Site, to-wit: the streets, drive, roads, places, avenues, circles, cul-de-sacs, walks, lakes, parking areas, common areas, recreational facilities and Common Ground, easements, utilities, storm sewer systems, water and gas pipes, and other pipes and conduits and overhead and underground transmission systems, or any of them, the terms of and compensation for such use or tap-in to be determined by Developer or determined as may be provided by law or ordinance; provided, however, that any such right or use granted shall be in common with the right or use of the lot owners of the Site.

(e) Developer shall have the authority to execute and deliver any and all documents and instruments necessary to effectuate the foregoing, which documents and instruments may contain such terms and conditions as the Developer deems appropriate in its reasonable discretion.

IN WITNESS WHEREOF, The Carrington Place Homeowners' Association has duly executed this Declaration, and the Trustees have also hereto set their hands, as of the day and year herein first written.

TRUSTEES:

_____	_____
_____	_____
_____	_____

