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**PARK BRIDGE STATION
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this ____ day of _____, 2018, by PARK BRIDGE STATION, LLC, an Illinois limited liability company (sometimes "Park Bridge" and/or "Declarant").

PREAMBLES:

A. Declarant owns fee simple title to a certain parcel of real estate in the County of St. Clair, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated herein ("Declarant Property" and/or "Property"); and

B. Developer (hereinafter defined in Article I) desires to develop a single family residential development on the Property to be known as "Park Bridge Station" (the "Development"); and

C. The Development borders Taylor Road and Venita Drive in O'Fallon, Illinois; and

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

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

Definitions

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

- 1.1. "Annexed Property" shall have the meaning described to it in Section 7.17.
- 1.2. "Association" shall mean and refer to Park Bridge Station Homeowner's Association, Inc., (or similar entity by name) an Illinois not-for-profit corporation, its successors and assigns.
- 1.3. "Architectural Control Committee" shall have the same meaning set forth in Section 4.14.
- 1.4. "Board" shall mean and refer to the Board of Directors of the Association.
- 1.5. "Bylaws" shall mean those bylaws duly enacted by the Association.
- 1.6. "Common Area" shall mean all real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Owners. The Common Area shall be: (i) any and all entrance monuments or signs depicting the name of the Subdivision at entry access points; (ii) any landscape berms shown on the Subdivision Plat; and (iii) any Outlots or common area designated on any final plat. Notwithstanding anything to the contrary in this Declaration, there shall be a berm located on each Lot and as shown on the Final Plat ("Berm Area"), that shall be owned by each Owner provided however the Association shall have an easement in, on, over, and under the Berm Area consistent with Section 8.7 hereof and shall be responsible to maintain same.
- 1.7. Intentionally omitted.
- 1.8. "Contingency and Replacement Reserve" shall have the meaning set forth in Section 6.4(a).
- 1.9. "Declarant" shall mean and refer to of Park Bridge Station, LLC, an Illinois limited liability company and its successors and/or assigns. Any such successor and/or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes as provided in Section 7.12.
- 1.10. "Developer" shall mean and refer to Park Bridge Station, LLC, an Illinois limited liability company, and its successors and assigns. Any such successor or assignee shall be deemed a Developer so long as Park Bridge Station, LLC, an Illinois limited liability company specifically assigns its interest as Developer to the successor or assignee in writing.
- 1.11. "Dwelling" shall mean any building located on a Lot (hereafter defined) and intended for the shelter and housing of a Single Family (hereafter defined). Dwelling shall include any Improvement (hereafter defined) attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.

1.12. "Estimated Cash Requirement" shall have the meaning set forth in Section 6.3.

1.13. "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, decks, patios, hedges, lawns, retaining walls, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.14. "Lot" shall mean those lots to be established pursuant to the Subdivision Plat (hereafter defined) or by an instrument in writing executed, acknowledged and recorded by Declarant and/or Developer, which designates a part of the Property as a Lot for the purposes of the Declaration, or on which a residential structure could be constructed, whether or not one has been constructed.

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

1.16. "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.

1.17. "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.

1.18. "Municipality" shall mean the City of O'Fallon, Illinois.

1.19. "County" shall mean the County of St. Clair, Illinois.

1.20. "Owner" shall mean and refer to the record owner, whether one or more Persons, 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.

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

1.22. "Plans and Specifications" shall have the meaning set forth in Section 4.7.

1.23. Intentionally left blank.

1.24. "Property" shall mean and refer to the real estate set forth on Exhibit A and any Annexed Property subsequently subjected to this Declaration.

1.25. "Sidewalks" shall mean and refer to sidewalk construction in compliance with Article IV, Section 4(f). The Owner shall cause sidewalks to be constructed at the time of the construction of the Improvements. If any Sidewalk is not completed on or before the completion of the Improvement, any Owner who has failed to comply with this may be fined ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00), and shall be fined ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) every six (6) months

thereafter until the Sidewalk is completed. In addition to the above, the Declarant and/or Developer may but are not obligated to install a Sidewalk on the Owner's behalf for which the Owner hereby grants the Declarant and/or Developer an easement to accomplish same and Owner shall hold harmless and indemnify Declarant and/or Developer harmless from any liability arising from Declarant's and/or Developer's installation of a sidewalk as provided herein. In the event the Declarant and/or the Developer chooses to construct the Sidewalk on behalf of the Owner, the Owner shall pay to the Declarant and/or Developer, as appropriate, the amount of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), irrespective of whether this amount is reasonable or not.

1.26. "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.

1.27. "Special Amendment" shall have the meaning set forth in Section 7.7.

1.28. "Subdivision Plat," "Subdivision," or "Final Plat" shall mean the plat of subdivision for Final Plat of Park Bridge Station" as prepared by Thouvenot, Wade & Moerchen, Inc. and recorded in the St. Clair County, Illinois Recorder of Deeds Office on _____ as Document No. _____ or any plats subjected to this Restated Declaration pursuant to Section 7.7 hereof.

1.29. "Turnover Date" shall have the meaning set forth in Section 5.3.

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

2.1. The Declarant and the Developer desire to create on the Property a private Single Family development for future owners of Lots for the following general purposes:

(a) The Declarant desires to provide upon the Property the harmonious development of a private 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, Declarant and Developer intend to provide a plan for development of the Property in a manner which is similar to other high quality developments and which is intended to enhance and protect the values of Declarant's development and Developer's Single Family residential community.

(c) The Declarant and the Developer desire to (i) prevent improper use of Lots 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) encourage the construction of attractive improvements on the Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the Development.

(d) The Developer desires to provide for the maintenance of the Common Area which shall be owned by the Association and used in common by the Owners of the Property.

2.2. To further the general purposes herein expressed, the Declarant and 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 **General Restrictions**

3.1. All Lots shall be used only for Single-Family Dwellings and no condominiums, townhouses, duplexes, multiplexes, apartments or other multi-family structures may be constructed in the Development. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, slightly 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 Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

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, 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.

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. Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, fence, shack or other similar Improvement shall be located upon the Lots.

3.5. 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 kept in the garage, except on trash pick-up days. All unimproved Lots shall not be planted with anything other than grass or other vegetation as permitted by the rules and regulations adopted by the Association. All unimproved Lots shall be mowed regularly.

3.6. Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling and their repair or maintenance shall not be permitted except within the confines of the garage. All motorized vehicles shall be used in such a manner as to avoid loud or disturbing noises emitting therefrom. Parking of motor vehicles on the street on a regular basis is prohibited. Under no circumstances can a boat or recreation vehicle be parked in any driveway for more than 7 days.

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 for sale or profit is expressly prohibited. Hunting of deer and/or trapping of wild game birds is not permitted.

3.8. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices shall not be allowed except as approved in writing in advance by the Declarant prior to the Turnover Date and by the Board thereafter. Except as provided by Telecommunications Act of 1996, as amended from time to time, or other similar federal law, no communications dishes or satellites, exterior television and/or radio antennas shall be permitted on any Lot, unless approved by the Declarant prior to the Turnover Date and by the Board thereafter. All such communication dishes or satellite dishes, so approved, shall be located out of site from the curb and the visual parameters of any public street.

3.9. Each Owner shall keep all areas of the Lot 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 Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

3.10. Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the roads and/or any remaining land intended for future development and/or any common area of the Subdivision.

3.11. 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 upon or in any Lot. No derrick or any other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted in any Lot.

3.12. No structure of a temporary character, mobile home, trailers, basements, tents, shacks, barns, sheds, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. All exterior construction and landscaping must be completed within fifteen (15) months of commencement.

3.13. Except as allowed herein, no fences will be allowed, unless approved by Declarant in its sole and absolute discretion.

3.14. No sign of any kind shall be displayed to the public eye on any Lot, except:

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

(b) Signs used by a builder, Developer or Declarant to advertise the Lot or Subdivision during the construction and sale period.

(c) Any size or type of sign the Declarant, agents of the Declarant, the Developer and agents of the Developer, may choose to erect, for the purpose of advertising the sale of the Lot and/or structures in the Subdivision.

3.15. All Lots in the Subdivision shall be used exclusively for Single Family residential purposes. No private business, business office, or advertisements for businesses shall be allowed. One and only one building shall be constructed on each Lot except for bath house facilities related to a swimming pool or gazebo which must be approved by the Architectural Control Committee prior to the Turnover Date and by the Board thereafter as provided in Article III, Section 16 and Article IV hereof. The following types of Improvements are strictly prohibited on the Property: log homes, underground homes, condominiums, townhouses, duplexes, multiplexes, apartments or other multi-family structures.

3.16. No Lot in the Subdivision may be further divided, unless approved by the Declarant. It is understood and disclosed that all Lots will abide by the Restrictive Covenants of Park Bridge Station.

3.17. All swimming pools shall be in ground and of permanent construction and approved by the Architectural Control Committee. Under no condition shall an above-ground pool be permitted. Once an in-ground swimming pool is approved by the Architectural Control Committee, construction of said pool (including the use of all equipment related to the construction of same) must occur only on the Owner's Lot whose pool application was approved and not on or through a neighboring Owner's Lot, a Declarant Lot, and/or any Association Common Area unless approved in writing by the neighboring Owner, Declarant, and/or the Association. Construction of such pool (or pool fencing) shall be completed within 90 days of the Architectural Control Committee's approval thereof.

Any proposed pool house, pump house, changing rooms, or any other facility attendant to the pool shall attach to the main structure of the installing Owner's Dwelling. The location of the pool, any attendant structure set forth in the prior sentence, and pool fencing shall be shown on a layout plan submitted to the Architectural Control Committee. The pool layout plan shall also contain the following: (i) a depiction of the Dwelling; (ii) a depiction of all lot lines and easements; (iii) a depiction and statement of the distance of lot lines to the pool and the distance from the pool to the Dwelling; (iv) a depiction of any fencing; (v) the identity of the pool installer; (vi) a depiction and disclosure of the materials (and their colors, sizes, and shapes); and (vii) a depiction showing the elevation of the pool.

Any fence associated with an approved in ground swimming pool must be approved by the Architectural Control Committee and shall be constructed of wrought iron or a facsimile material thereof, stone, cedar wood, redwood or vinyl and shall not be located on the Berm Area or any other easement area depicted on the Final Plat. Under no circumstance shall chain link fences be allowed. No Dog runs in Chain link will be allowed.

Any Owner must comply with all applicable statutes, ordinances, rules, and regulations (including those of the Municipality) regarding installation of a pool and/or pool fencing. It is advisable to review such ordinances, rules, and regulations promulgated by the Municipality prior to installing a pool and/or pool fencing. It shall be the Owner's responsibility to obtain all building permits and set back approvals prior to installing a pool and/or pool fencing. Any Owner installing

a pool and/or pool fencing shall have her Lot corners visibly marked so that there are no encroachments of pools and/or pool fencing onto an adjoining Owner's Lot.

All requirements for the Architectural Review Committee's review of pool applications shall be identical to the Architectural Review Committee's review of Plans and Specifications as set forth in Article 4.8-4.15, inclusive, below.

3.18. No mobile home (house trailer) may be located at any time upon any Lot.

3.19. No gas, oil, or fuel tank shall be permitted on any Lot.

3.20. No outside clotheslines shall be permitted.

3.21. Except as set forth in Section 3.17 above (regarding pool fences), the following provisions shall govern fencing on all Lots (except for Lots owned by the Declarant):

- (a) No fence may exceed five feet (5') in height.
- (b) All fences must be constructed of cedar wood, redwood (no treated fence boards may be used), vinyl, steel, or wrought iron material (aluminum). Under no circumstance will chain link fences be allowed. No dog runs in chain link will be allowed.
- (c) Prior to installation all Owners will be responsible and required to assure Lot corners are properly marked and shall obtain a survey to ensure the fence location is accurate.
- (d) All fences shall have and be installed with the aesthetically pleasing side facing out and visible to all other Owners.
- (e) No fences will or may be extended any farther forward than six feet (6') from the back corner of a Dwelling. On the garage side of a Dwelling a fence may extend up to ten feet (10') to allow for service doors.
- (f) On corner Lots, no fence shall be installed any closer than thirty-five feet (35') off the street curb unless approved by the Municipality in writing.
- (g) No fence shall be in the Berm Area, any other easement area depicted on the Final Plat, or in any flood plain.
- (h) A site plan of any proposed fence plan shall be submitted to the Architectural Control Committee for review and approval prior to installation and shall contain the following: (i) the location of the fence in terms of distance relative to the Dwelling; (ii) all Lot lines and any easements; (iii) the length and location of the fence including a depiction of fence gates; (iv) a complete description of the fence including the installer, type of material (and material color to be used); and (v) a picture of the fence.

- (i) Installation of any fence shall be completed within 90 days after approval by the Architectural Review Committee.
- (j) All requirements for the Architectural Review Committee's review of fence applications shall be identical to the Architectural Review Committee's review of Plans and Specifications as set forth in Article 4.8-4.15, inclusive, below.

ARTICLE IV *Architectural Controls*

4.1. No Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of the Architectural Control Committee obtained in the manner hereinafter set forth.

4.2. In order to secure the Architectural Control Committee approval of any proposed Improvement or Improvements, the Owner shall submit to the Architectural Control Committee two (2) complete sets of the following:

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

- (b) Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials, color and texture of all building materials, including roof covering, walls and mailbox; and

- (c) All such other information the Architectural Control Committee may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended improvements. Improvements, or any part thereof, shall be erected or placed on any Lot in the Subdivision with the following:

- (i) a front set back building line of twenty-five (25) feet from the front line on the Subdivision Plat;

- (ii) a side set back line of seven point five (7.5) feet; and

- (iii) rear set back line of twenty five (25) feet.

4.3. Dwelling Size and Design. All dwelling structures must contain the following minimum square footage, not including garages, porches, verandas, basements, breezeways, terraces, outside steps and platforms and shall conform to the following requirements (all Subsections of Section 4.3 refer to Dwelling styles to be constructed by Developer. Square footage requirements and garage size for any Dwelling constructed by a builder other than Developer shall be determined in the sole and absolute discretion of the Architectural Control Committee):

- (i) One story Dwellings shall contain a minimum of one thousand five hundred fifty (1,550) square feet of living area.

(ii) Split level Dwellings, one and one-half story Dwellings, and two-story Dwellings shall contain a minimum of two thousand one hundred (2,100) square feet of living area.

(iii) No Dwelling shall exceed two (2) stories, front elevation, in height and private front-load garage for not more than four (4) cars, except when approved by the Architectural Control Committee.

4.4. All Dwellings must conform with the following design elements:

(a) All roofs shall have a minimum pitch of 6-12 unless otherwise agreed to by the Architectural Control Committee.

(b) All garages shall be front, side or rear entry, and at a minimum shall be satisfactory in size to accommodate two (2) automobiles.

(c) All roofing/shingles must have an architectural feature. This applies to asphalt, wood shake and/or clay/concrete roof coverings.

(d) All retaining walls, if required, shall be constructed using concrete, masonry stone, brick or similar material in appearance; or other wood material shall be allowed. Retaining walls must be approved by the Architectural Control Committee.

(e) All mailboxes must be community mailboxes and they are to be installed and provided by the Developer.

(f) All Lots must have front sidewalks which are four (4) feet wide and four (4) inches deep. The Sidewalks, which Owner is required to install pursuant to Section 1.25 hereof, shall be constructed at the time of the construction of the Improvements.

(g) During construction of the Improvements or construction of the Improvements within the Subdivision by the Developer, silt fences shall be installed so that no mud or debris runs off onto adjacent properties.

4.5. If concrete is exposed more than ten (10) inches above the ground, same shall be veneered, unless approved by the Architectural Control Committee permitting a more decorative finish. The exterior front, rear and sides of all homes shall be comprised of brick, stone, dryvit, or vinyl siding or a combination thereof (except to the specific element of the home which must be of another element, i.e., dormers), and any variances from these requirements must be granted by the Architectural Control Committee.

4.6. All driveways must be constructed of concrete (or asphalt if approved by the Architectural Control Committee) and constructed at the time of initial building construction. The minimum width of the driveway shall be twelve (12) feet.

4.7. No building, wall or other structure or landscaping shall be commenced, erected or maintained upon the Lots, nor shall any exterior appearance be made until the name of the general

contractor who will erect the improvements, the plans, specifications, materials and location as to improvements, and the nature, kind, shape, and height as to landscaping be submitted to be approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

All of the foregoing 4.1 through 4.7, inclusive (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration.

4.8. Within fourteen (14) days after the Architectural Control Committee's receipt of the Plans and Specifications, the Architectural Control Committee 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 Architectural Control Committee. If the Architectural Control Committee fails to so approve or disapprove the Plans and Specifications within said fourteen (14) day period, then the Architectural Control Committee's approval shall be conclusively presumed. Notwithstanding anything to the contrary in this Section 4.8, the Architectural Control Committee may disapprove any Plans and Specifications as it deems appropriate in its sole and absolute discretion without a specific reference to any provisions of this Declaration and each Owner shall hold harmless and indemnify the Architectural Control Committee, the Developer and the Declaration (collectively, "Indemnitees") from any liability arising from the Architectural Control Committee's denial of Plans and Specifications as set forth in this sentence including any costs and attorney's fees the Indemnitees shall incur to defend such decision.

4.9. If the Architectural Control Committee 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 Architectural Control Committee and shall deliver two (2) complete sets of revised Plans and Specifications to the Architectural Control Committee. The Architectural Control Committee shall have thirty (30) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with the Architectural Control Committee's requested changes. If the Architectural Control Committee fails within said thirty (30) day period to advise the Owner in writing whether the Architectural Control Committee approves or disapproves any such revised Plans and Specifications, then the Architectural Control Committee's approval shall be conclusively presumed. If the Architectural Control Committee 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 4.9 until such time as the Architectural Control Committee shall approve or be deemed to have approved said Plans and Specifications. Notwithstanding anything to the contrary in this Section 4.9, the Architectural Control Committee may disapprove any revised Plans and Specifications as it deems appropriate in its sole and absolute discretion and the Indemnitees shall have all rights set forth in Section 4.8 with respect to such disapproval.

4.10. The Owner shall secure the approval of the Architectural Control Committee 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.

4.11. Neither the Declarant, Developer, Architectural Control Committee, nor any of their respective agents, employees, successors and assigns, shall be liable in damages of any kind 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.

4.12. The provisions of Articles III and IV of this Declaration shall not apply to any Improvements installed or completed by the Declarant and/or Developer or any affiliate or subsidiary of or other entity controlled by or in common control with the Declarant and/or Developer. In addition, the Architectural Control Committee in its sole and absolute discretion has the right to approve Improvements, which do not meet the minimum requirements of Sections 4.3 and 4.4 so long as the Architectural Control Committee determines that the Improvement is harmonious within the Subdivision and each Owner shall hold harmless and indemnify Indemnitees with respect to such approval, the indemnity rights of such Indemnitees are as set forth in Section 4.8 hereof.

4.13. If an Owner believes that the disapproval of any Plans and Specifications is arbitrary and capricious, the Owner must, as its sole remedy, submit the matter to final and binding arbitration before United States Arbitration & Mediation Midwest, Inc. ("USAM") pursuant to the provisions of the Illinois Uniform Arbitration Act ("Act") and the rules of the USAM to the extent that such rules are not inconsistent with said Act. The fees of such arbitrator and court reporter fees, and any other fees, such as attorneys' fees, incurred by the Architectural Control Committee in connection with such arbitration, shall be borne by the Owner. In determining any question, matter or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying therefrom in any respect and shall not have the power to add to, modify or change any of the provisions of this Declaration. The parties to the arbitration agree to fully cooperate and to obtain the cooperation of their respective employees, agents and contractors and to use their respective best efforts to supply as witnesses any former employee, agent or contractor and to produce relevant documents which may be requested by the other.

4.14. The administration and enforcement of the terms, conditions and provisions of this Article IV shall be vested in the Architectural Control Committee, which shall consist of three (3) members appointed by the Declarant. The Architectural Control Committee shall decide all matters under this Article until the later of the Association Turnover Date, or the date of approval of the Plans and Specifications for Improvements to be constructed on the last Lot to be developed in the Development at which point the Association shall take over the duties and be vested with all the powers and authority of the Architectural Control Committee under this Article IV related to Common Areas and all Lots. Prior to such date, the Board of the Association shall have no power or authority with respect to architectural controls over the Development including, without limitation, those powers described in Article IV hereof.

4.15. The Architectural Control Committee's sole responsibility is to conduct architectural control as stated in this Article.

ARTICLE V ***Homeowner's Association***

Prior to the Turnover Date, the Declarant has formed or will form an Illinois not-for-profit corporation which is or will be known as the Park Bridge Homeowner's Association, Inc. or similar name thereof, that shall provide for maintenance and operation of the Common Area and in general to maintain and promote the desired character of the Subdivision.

5.1.

(a) The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or By-Laws and (ii) that the first Board and subsequent Board (until the Turnover Date) shall be appointed by the Declarant. Except for directors of the Board appointed by the Declarant, all directors shall be Members of the Association. The Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors of the Board and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association, as appropriate, under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

5.2. The Declarant shall, through the Board appointed by it in accordance with Section 5.2, exercise control over all Association matters, until the first to occur of the following: (a) the date which is twenty (20) years from the date of this Declaration, (b) the date of the sale and conveyance of legal title to all of the Lots to Owners other than Declarant or Developer or their respective assignees, or (c) the date Declarant elects voluntarily to turn over to the Members the authority to appoint the Board (unless otherwise required by law), which election shall be made by the Declarant executing and recording in the Office of the Recorder of Deeds of St. Clair County, Illinois an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint a Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall maintain the Common Area, as required hereunder.

5.3.

(a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) From and after each Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

5.4. The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, entrances, detention areas, gates, entrance cul-de-sac, cul-de-sacs and median strips in the streets which are within the Subdivision and to maintain any signage and lighting, flag pole and flags, berms and landscaping of berms, located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the City in the event that one or more Owners fail to do so. In addition, in the event Declarant, Developer and/or the Association has to enter onto any Lot and incur any expense to correct any Owner's drainage problem, an invoice shall be sent to Owner to pay same. In the event the Owner fails to pay such invoice within sixty (60) days from the date on which it was sent to him, the Indemnitees shall be entitled to all lien rights and other rights set forth in Sections 6.9 and 6.10 hereof;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, entrance gates, lighting and other improvements located in the Subdivision;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property or any unimproved Lot (if the Owner fails to do so) and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant and/or Developer. In the event the board must cause an individual or entity to enter onto a Lot to accomplish any items set forth in this Section 5.5, the Board shall forward an invoice for such services to Owner and if the Owner does not pay such assessment within sixty (60) days, the Board, at its option may pay such invoice and shall thereafter be entitled to all lien rights and all rights and remedies set forth in Sections 6.9 and 6.10 hereof;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development a highly desirable residential community; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

5.5. The Board shall have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each Member, the Association, and its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Article VI of this Declaration. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

5.6. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

5.7.

(a) Until the Turnover Date with respect to the Association, the Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board of the Association.

(b) Until the Turnover Date with respect to the Association, Declarant shall have the right, but not the obligation, to maintain the Common Area and all signs and monuments located thereon and, in its sole discretion, to pay all expenses and costs arising in connection with the Common Area, including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area. Notwithstanding anything to the contrary in this Section 5.8 of this Declaration, until the Turnover Date with respect to the Association, Declarant may, in its sole and absolute discretion, cause any items referenced in this Section 5.8(b) to be paid for by the Board from assessments collected pursuant to Article VI.

(c) Declarant and Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and

invitees, to utilize the Streets, Common Area, and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant and Developer may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Property.

ARTICLE VI

Assessments

6.1. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due but shall also act as a lien against the relevant Lot. The Association hereby assesses each Lot owner at time of closing \$250.00 for that year's maintenance, no matter what time of year closing occurred for Association use. Notwithstanding the foregoing sentence or anything to the contrary in this Declaration, Declarant may, in its sole and absolute discretion, increase the assessment rate prior to the Turnover Date without prior written notice.

6.2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of the Subdivision, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, the costs to hire a property management company, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Lot Deed to an Owner.

6.3. Each year on or before November 1, the Association Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners excluding the Declarant and Developer. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Association Board, or as it may direct, the annual assessment made pursuant to this Section 6.3. On or before the date of the annual meeting of each calendar year, the Association Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such

year and showing the net amount over or short of the actual expenditures. The Association Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.4.

(a) The Association Board shall build up and maintain separate reserves for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (each separate reserve for Association being referred to as the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve provided however capital improvements and expenditures related to the Association may only be removed from the Association Contingency and Replacement Reserve. Prior to the Association Turnover Date, Declarant may utilize funds in the Association Contingency and Replacement Reserve as it deems acceptable in its sole and absolute discretion and after the Turnover Date, any expenditure from the Association Contingency and Replacement Reserve having a cost in excess of Twenty Thousand and 00/100 Dollars (\$20,000.00) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.

(b) If the Association Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Association Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners, excluding the Declarant and Developer. The Association Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

6.5. When the first Association Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs. The initial Estimated Cash Requirement shall be assessed equally among the Owners, excluding the Declarant and Developer.

6.6. The failure or delay of the Association Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner, shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners, have been notified thereof. Notwithstanding anything to the contrary in this Section 6.6 or this Declaration, in the absence of the Association Board preparing an initial Estimated Cash Requirement, each Owner (except Declarant and Developer) shall pay an assessment in the amount set forth in Section 6.1 or as increased by Declarant in its sole and absolute discretion as permitted by Section 6.1.

6.7. The Association Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying

and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner, or any representative of an Owner, as appropriate, duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Association Board any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.8. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Association Board may select.

6.9. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within sixty (60) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien (which the Association Board may record a memorandum of lien if it so desires) or charge against the Lot of any such Owner, when payable and may be foreclosed by an action brought in the name of the Association Board, as in the case of foreclosure of mortgage liens against real estate. The directors of the Association Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.10. In addition to the rights and remedies set forth in Section 6.9, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for sixty (60) days after written notice to said Owner by the Association Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Association Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right (but not the obligation), on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Association Board, shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act of the State of Illinois (the "Act"). Notwithstanding anything to the contrary herein, in the event the Association Board decide to exercise its rights pursuant to the Act, the Association Board, shall have to file a legal proceeding and otherwise comply with the legal requirements of the Act.

6.11. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed

shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VII

General Provisions

7.1. The covenants, conditions, restrictions, and easements of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) 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.

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

7.3. If at any time or times the Association Board shall deem it necessary or advisable to re-record 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.* of the Illinois Compiled Statutes presently in force and commonly known as the Marketable Title Act, or any other law or statute of similar purport, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording, the Association Board shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

7.4. Each grantee of Declarant 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, 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 7.4 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.

7.5. All Lots of the Property 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 Lot or building thereon. No business vehicles, including trucks (larger than 3/4ths 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 or 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.

7.6. Subject to Section 7.7 hereof, after the Association Turnover Date the Owners of at least two-thirds (2/3) of the Lots may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration and only as specifically provided herein. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois. Notwithstanding anything to the contrary in this Section 7.6 or the Declaration, prior to the Association Turnover Date Declarant may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or part of the Property from all of any part of the Declaration.

7.7. 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 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, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition to the rights set forth in the preceding sentence and the Declarant's rights to amend the Declaration as provided in Section 7.6 above, for so long as Declarant or Developer own any Lot, Declarant and Developer, acting together and not separately, shall have the right to effect a Special Amendment to this Declaration at any time and from time to time for any other purpose, which specifically includes, without limitation, the following: (i) the right to designate sites within the Property for public facilities; (ii) the right to connect the utilities to other property which the Declarant owns; (iii) the right to add property to and to withdraw any Lot from this Declaration; (iv) the right to contract for services with the Association; (v) the right to change the development plan; (vi) the right to transfer amenities; (vii) the right to provide service and facilities and charge the Association for its use thereof; and (viii) the right to establish and grant easements in the Subdivision for purposes deemed necessary by Declarant in its sole and absolute discretion. 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 acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant and Developer to act pursuant to rights reserved or granted under this Section 7.7 shall terminate at such time as neither the Declarant nor the Developer own title to any Lot.

7.8. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property and under no circumstance shall this Declaration be construed against the Declarant or Developer.

7.9. 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 the 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 of the beneficial interest of any such trust or any transfers of title to any such Lot.

7.10. 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.

7.11. 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.

7.12. Notwithstanding anything herein to the contrary, either or both the 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 the 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.

7.13. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. 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 the Association 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.

7.14. Each Owner of a Lot, by acceptance of a Lot Deed, acknowledges and agrees that: Declarant has no obligation whatsoever to construct, maintain, repair or install the Common Areas, streets, lights, storm sewers, or any other improvements in the Development and will not construct, maintain or install any such improvements. Declarant shall have no liability whatsoever to any Owner with respect to the construction, maintenance, repair or installation of any such improvements and each Owner completely releases Declarant from, and forever waives and shall not assert against Declarant, any claims, demands, causes of action, losses, damages, judgments, fines, penalties, costs (including, without limitation, attorneys' and consultants' fees and litigation costs) and all other liabilities whatsoever arising out of or in connection with the construction, maintenance, repair or installation of any improvements in the Development.

7.15. Except to the extent of the negligent or wrongful acts of Declarant, Developer shall indemnify, protect, defend and hold harmless the Declarant from and against any and all claims, demands, causes of action, losses, damages, judgments, fines, penalties, costs (including, without limitation, attorneys' and consultants' fees and litigation costs) and all other liabilities whatsoever incurred by or asserted against Declarant arising out of or in connection with the Development or under this Declaration including, without limitation, the construction, maintenance, repair and installation of any Common Areas, streets, lights, storm sewers or any other improvements in the Development, the creation and establishment of the Association, the calculation of the Estimated Cash Requirement, the collection and use of any assessments or either Contingency and Replacement Reserve, the enforcement of any restrictions (except for any enforcement action prosecuted by Declarant) or the exercise by Developer of any other duties, powers, obligations or other rights of Developer under this Declaration.

7.16. NEITHER DECLARANT, THE DEVELOPER, NOR THE ASSOCIATION ARE RESPONSIBLE FOR THE SECURITY OF THE OWNERS AND THEIR RESPECTIVE FAMILY MEMBERS, TENANTS, INVITEES, LICENSEES AND GUESTS AND THE GUESTS, INVITEES AND LICENSEES OF THEIR TENANTS. THE DEVELOPMENT IS IN THE JURISDICTIONAL LIMITS OF THE CITY OF O'FALLON, ILLINOIS, AND IS IN THE O'FALLON ILLINOIS POLICE DEPARTMENT'S JURISDICTION FOR THE SAFETY OF THE OWNERS. ALL OWNERS ARE ADVISED TO NOTIFY THE APPROPRIATE POLICE OR SHERIFF'S DEPARTMENT OF ANY AND ALL HEALTH AND PROPERTY EMERGENCIES IN THE DEVELOPMENT.

7.17. Declarant may, in 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, which is anticipated to be those tracts depicted on the Preliminary Plat attached hereto as Exhibit "B" and made a part hereof provided however Declarant and/or Developer has the right to amend same to the extent that engineering needs so require ("Annexed Property"), it being the intention hereof that Developer may decline to exercise the rights granted in this Section 7.17 or may elect to exercise such rights only to a limited extent. The additions authorized by the following and succeeding provisions of this Section 7.17 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. 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. In the event Declarant subjects the Annexed Property to this Declaration, Section 5.3(b) hereof shall include all Lots within Annexed Property for purposes of calculating the Turnover Date.

7.18. Notwithstanding anything to the contrary herein, the Declarant, Developer, and the Association shall have the right to recover any attorneys' fees (including costs and interest) associated with having to enforce the terms of this Declaration.

7.19. In the event either of the homeowner's association governing the Lots becomes defunct or declines to elect a Board, the Municipality shall have the option of establishing a Special Service Area ("SSA") under the Special Service Area Tax Law (35 ILCS 200/27-5) on the Property in an amount not to exceed \$350.00 per Lot. The SSA is intended to defray any costs incurred by the Municipality to hire professional management or otherwise cure the defunct and/or non-functioning Association provided however (and to the fullest extent permitted by law), no such SSA shall be enacted with respect to any Lot still owned by the Declarant and/or the Developer until such time that the Lot is no longer owned by the Declarant and/or the Developer.

ARTICLE VIII ***Right of First Refusal***

8.1. So long as Declarant and/or Developer own at least one Lot in the Development, no Lot and no interest therein, upon which a single family residence has not been constructed, shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot(s) to Declarant and/or Developer, as appropriate, and Declarant and/or Developer, as appropriate, has waived, in writing, its right to purchase said Lot.

8.2. Any Owner(s) intending to make a bona fide sale of the Lot or any interest therein shall give to Declarant and/or Developer, as appropriate, notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Declarant and/or Developer, as appropriate, shall either exercise, or waive exercise of, its right of first refusal. If Declarant and/or Developer, as appropriate, elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

(a) The price to be paid, and the terms of payment shall be that stated in the Proposed Contract; and

(b) The sale shall be closed within thirty (30) days after the delivery or making of the Declarant's and/or Developer's, as appropriate, agreement to purchase.

8.3. If Declarant and/or Developer, as appropriate, shall elect to waive its right of first refusal, or shall fail to exercise (which shall be evidenced by Developer/Declarant's failure to respond in writing to Owner's written notice and Proposed Contract) said right within thirty (30) days of receipt of the Proposed Contract, Declarant's and/or Developer's, as appropriate, waiver shall be evidenced by a certificate executed by the Declarant and/or the Developer, as appropriate, in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of St. Clair County, Illinois.

8.4. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed, without notice to Declarant and/or Developer, as appropriate, and waiver of Declarant's and/or Developer's, as appropriate, right of first refusal as aforesaid, shall be void.

8.5. This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Declarant and/or Developer, as appropriate, as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

8.6. Notwithstanding anything to the contrary in this Declaration, each Lot Owner will own any Berm Area and/or berm located on his/her/its Lot, provided however, the Association shall maintain the same, no Owner (excluding Declarant/Developer) shall install fences on such Berm Area and/or Berm, and no Owner (excluding Declarant/Developer) shall change or place landscaping on such Berm Area and/or berm. Further, the Association shall have an easement in, over, under, and across the Berm Area and 10 feet on either side of the Berm Area to install and/or maintain same by any means provided the Association shall make reasonable efforts return the Berm Area to the condition existing on such Berm Area prior to any installation/maintenance work.

[Balance of Page Intentionally Left Blank, Please Proceed to Signature Page]

IN WITNESS WHEREOF, the undersigned have executed this Declaration by their duly authorized officer or individually, as appropriate, as of the day and year first above written.

DECLARANT:

PARK BRIDGE STATION, LLC, an Illinois
limited liability company

By: _____
Scott Blumberg, Manager

DEVELOPER:

PARK BRIDGE STATION, LLC, an Illinois
limited liability company

By: _____
Scott Blumberg, Manager

STATE OF ILLINOIS)
) SS
ST. CLAIR COUNTY)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, **DO**
HEREBY CERTIFY THAT SCOTT BLUMBERG, personally known to me to be the Manager
of PARK BRIDGE STATION, LLC, an Illinois limited liability company, being the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument pursuant to authority given by the
Members of said limited liability company, as his own free and voluntary act and as the free and
voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2018.

Notary Public

EXHIBIT A
[PROPERTY]

EXHIBIT "B"

[ANNEXED PROPERTY/PRELIMINARY PLAT]

EXHIBIT "C"

[FINAL PLAT]

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