

Taylor Morley  
Land Dev

BOOK 4247 PAGE 1120

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Pick-up

STATE OF ILLINOIS  
ST. CLAIR COUNTY

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*Michael T. Beatty*

RECORDER

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SPACE ABOVE LINE RESERVED FOR RECORDER'S USE

File #

62.  
TITLE: Declaration of Trust, Covenants, Conditions and Restrictions of  
Bristol Hill

DATE: October, 10, 2005

GRANTOR: Taylor-Morley, Inc.

GRANTOR'S

MAILING ADDRESS: Taylor-Morley, Inc.  
17107 Chesterfield Airport Road  
Chesterfield, Missouri 63005

GRANTEE(S):

Members of the Bristol Hill Homeowners' Association

GRANTEE'S

MAILING ADDRESS: Bristol Hill Homeowners' Association  
17107 Chesterfield Airport Road  
Chesterfield, Missouri 63005

LEGAL DESCRIPTION: The property depicted on the plat of Bristol Hill Plat One,  
according to the plat thereof filed for record in Plat Book 106,  
Page 54, of the St. Clair County, Illinois records.

REFERENCE BOOK AND PAGE NUMBER: N/A

TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BRISTOL HILL

*a Planned Residential Development*

THIS DECLARATION, made and entered into this 10<sup>th</sup> day of October, 2005, by Taylor-Morley, Inc., a Missouri corporation, licensed to do business in the State of Illinois (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of approximately 60 acres of real property located in the Village of Swansea, County of St. Clair, State of Illinois, known as Bristol Hill, as more particularly described on the plat of Bristol Hill Plat One filed for record in Plat Book 106, Page 54, of the St. Clair County, Illinois records; and

**WHEREAS**, Bristol Hill consists of one (1) residential area to be known as Bristol Hill (may be referred to herein as either as the "Development" or as "Bristol Hill"), and the Development is the subject of a Planned Business District (the "PBD"), as more particularly described in the plan referenced in Exhibit "A", attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Village of Swansea Trustees, on February 22, 2005, by its Resolution Number 1-1365, adopted and approved the Declarant's Preliminary Plat covering the Development; and

**WHEREAS**, there will be designated, established and recited on the recorded plat of the Development, Common Areas (as that term is defined herein) and certain easements which are for either the exclusive or non-exclusive use and benefit of the Owner(s) (as that term is defined herein) of the Lots (as that term is defined herein) in Bristol Hill, as shown on said Development (except for those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, a detention area, islands in the center of cul-de-sacs, a lift station, streetlights, and other facilities and public utilities for the use and benefit of the Owner(s) of the Lots located within Bristol Hill; and

**WHEREAS**, it is the purpose and intention of this Declaration to preserve Bristol Hill as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of the Lots located therein; and

**WHEREAS**, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter either referred to as "restrictions" or as "Covenants and Restrictions," are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the several Lots covered by this Declaration; and

**WHEREAS**, Declarant will by separate instrument convey to the Association and establish as Common Areas the property so designated on the plat of the Development; and

**WHEREAS**, under said instrument, the Association shall hold said Common Area for the duration of Bristol Hill, and thereafter, fee simple title thereto shall vest in all the then recorded Lot Owners as tenants in common.

**NOW, THEREFORE**, Declarant hereby declares that all of the property located within Bristol Hill shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

**Section 2.** "Association" shall mean and refer to Bristol Hill Homeowners' Association, a nonprofit corporation to be formed in accordance with and under the Nonprofit Corporation Law of the State of Illinois, its successors and assigns.

**Section 3.** "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

**Section 4.** "By-laws" shall mean and refer to the By-Laws as adopted by and as amended from time to time by the Board of Directors.

**Section 5.** "Common Area(s)" or "Common Ground" shall mean all real property, including the improvements located thereon, owned by the Association, designated as "Common Area(s)" or "Common Ground," on the plat of Bristol Hill, filed for record in Plat Book 106, Page 54, of the St. Clair County, Illinois records. The Common Area to be owned by the Association at the time of the recordation of the plat of Bristol Hill.

**Section 6.** "Declarant" shall mean and refer to Taylor-Morley, Inc., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** "Development" shall mean and refer to all of the property located within the PRD, comprising Bristol Hill, together with other property which may be subjected to the terms of this Declaration from time to time.

**Section 8.** "Bristol Hill" shall mean and refer to the single family development of one hundred fifty-four (154) detached homes, or any portion thereof to be developed according to the Concept Plan and which is identified as such on any plat of the Development which may be filed from time to time.

**Section 9.** "Lot" shall mean and refer to any plot of land shown in Bristol Hill subdivision as depicted upon any plat of Bristol Hill, with the exception of the Common Areas.

**Section 10.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

**Section 11.** "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot located within Bristol Hill, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**ARTICLE II**  
**PROPERTY RIGHTS**

**Section 1.** Each Owner shall have a fee simple interest in such Owner's Lot.

**Section 2.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas depicted on any plat of Bristol Hill, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) the right of the Association to adopt regulations for the use of the Common Areas, to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas;
- b) the right of the Association to suspend the voting rights and right to use the recreational facilities, if any, by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as it may determine.

**Section 3.** Any Owner may delegate his or her right to enjoyment of the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on such Owner's Lot.

**Section 4.** The Common Areas, including open spaces, recreational areas (if any), shall be for the sole benefit, use and enjoyment of the Lot Owners, present and future, in Bristol Hill, provided however, the Common Areas may also be used by residents outside of Bristol Hill subject to satisfaction of the following conditions:

- a) No resident of Bristol Hill shall be denied the use of the open space, recreational facilities or other Common Areas for any reason related to the extension of the privilege to non-residents;
- b) All rules and regulations promulgated pursuant to this Declaration with respect to Lot Owners, shall be applied equally to residents and non-residents;
- c) All rules and regulations promulgated pursuant to this Declaration with respect to non-residents of Bristol Hill shall be applied equally to non-residents; and
- d) At any time after the recording of this Declaration, a majority of the residents of Bristol Hill, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other Common Areas by non-residents of Bristol Hill.

**ARTICLE III  
COMMON AREAS**

**Section 1.** The Declarant shall convey to the Association the Common Areas.

**Section 2.** The Association shall hold the Common Areas in trust, it being the intent of the Declarant that the Common Areas shall hereunder be held and remain used and maintained for the common benefit of all of the Lot Owners for the duration of Bristol Hill, and thereafter title to the Common Areas shall thereupon vest in the then Lot Owners of the recorded plat of the Development as tenants in common.

**ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot which is subject to an assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such

Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B membership shall be the Declarant, and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) ten (10) years after the date of the first occupancy of a Lot by an Owner.

**ARTICLE V**  
**BOARD OF DIRECTORS; SELECTION; MEMBERSHIP;  
 MEETING; VOTING; AND TERM OF OFFICE**

**Section 1.** The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members, who shall serve without compensation and who shall have the authority to adopt and amend By-laws consistent with this Declaration from time to time.

**Section 2.** The original Board of Directors shall consist of Bobby Joe Hamilton, Philip J. Fingerhut, and J. R. Mayer, Jr. designated herein as "Original Directors," or "Original Board Members" who, by their signatures to this instrument, consent to serve in that capacity. Whenever any of the Original Directors refuses to act, becomes disabled, is removed or dies, the Declarant shall appoint a successor or successors. The Original Directors and their successors shall elect a President, Vice-President and Secretary, each of whom must be a Director and shall be elected at the annual meeting of the Board.

**Section 3.** After such time as title to fifty percent (50%) of the Lots have been transferred, Declarant shall cause the resignation of one (1) of the Original Directors, and a new Director shall be chosen by the Class A membership, who shall serve until after such time as title to ninety-five percent (95%) of the Lots has been transferred. At the next annual Members' meeting, the Class A membership shall then select three (3) Directors to serve as follows: one for a one (1) year term, one for a two (2) year term and one for a three (3) year term. Thereafter, each Director shall be elected for terms of three (3) years each, each one to be elected at the annual Members' meeting upon the expiration of the individual Director's then current term.

**Section 4.** Any Director may be removed from the Board, with or without cause, by a majority of the votes of the Members of each Class, except an Original Director and the director elected by the Class A membership upon the transfer of 50% of the Lots, each of whom may be removed with or without cause by the person(s) who appointed such Director. In the event of the death, removal or resignation of a Director, a successor shall be selected by a majority vote of the remaining Directors to serve until the next annual meeting of the Members, at which time a new Director shall be elected to serve for the unexpired term of his/her predecessor.

**Section 5.** Meetings of the Members or the Board shall be held at the registered office of the Association, or such suitable places within St. Clair County, Illinois convenient to the Members or the Directors, as applicable, as may be designated from time to time by the Board.

**Section 6.** Regular and special meetings of the Directors may be held for any purpose or purposes, unless otherwise prohibited by law or by this Declaration. Special meetings may be called by the presiding officer of the Board, the President or at least two (2) of the three (3) Directors then in office. One or more Directors may attend any meeting by telephone conference call, so long as all Directors participating in the meeting are able simultaneously to hear the Director speaking at any given time. Participation in a meeting in this manner shall constitute presence in person at the meeting.

Action required or permitted to be taken at a meeting of the Board may be taken without notice and without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Director entitled to vote, and delivered to the Secretary for inclusion in the minutes or for filing with the Association's records. Action taken under this second paragraph of Section 6 is effective when all Directors entitled to vote have signed a consent, unless the consent specifies a different effective date.

No notice is required for a regular meeting of the Board. Notice stating the place, day, hour and purpose for which a special meeting is called shall be delivered to each Director not less than two (2) days nor more than thirty (30) days before the date of any special meeting by or at the direction of the persons calling the meeting.

A quorum of the Board consists of a majority of the Directors in office immediately before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board unless applicable law, the By-laws or this Declaration requires the vote of a greater number of Directors.

**Section 7.** The Members of the Association hereby consent and agree that, in lieu of annual or regular meetings of the Members, the Members shall act by written ballot in accordance with Illinois Not-For-Profit Corporation Law, as amended or restated from time to time, unless the Board determines, in its sole discretion, that one or more annual or regular meetings of the Members should be held. If the Board decides that an annual or regular Member's meeting shall be held, notice stating the place, day and hour of the meeting shall be delivered to each Member entitled to vote at the meeting, by prepaid first class US mail or by e-mail, to the addresses of their respective Lots or to such other addresses as any Member may have designated, not less than ten (10) days nor more than sixty (60) days before the date of the meeting. The record date for determining which Members are entitled to receive notice and to vote shall be the date that is ten (10) days prior to the date on which notice is sent.

The procedure for action by written ballot shall be as follows: Commencing in 2006, on the second Wednesday of each October, a written ballot shall be sent to each Member entitled to vote on the matters contained in the ballot, by prepaid first class US mail or by e-mail, to the addresses of their respective Lots or to such other addresses as any Member may have designated.

The record date for determining which Members are entitled to receive notice and to vote shall be the date that is ten (10) days prior to the date on which notice is sent. Such ballot shall set forth each proposed action and shall provide an opportunity to vote for or against each proposed action. Such written ballot shall be accompanied by a written statement indicating (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve each matter other than election of Directors and (c) the time by which the ballot must be received by the Association in order to be counted, which shall not be less than ten (10) or more than sixty (60) days after the date that notice is sent and shall be the effective date of the action by written ballot. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Each action by written ballot in lieu of an annual meeting shall include the election of a successor Director to succeed each Director whose term expired on, or during the twelve (12) months preceding, the effective date of the action. On or before the second Tuesday in October, a notice of call for nominations for Directors shall be sent to each Member entitled to vote in the election of Directors, by prepaid first class US mail or by e-mail, to the addresses of their respective Lots or to such other addresses as any Member may have designated. The record date for determining which Members are entitled to receive such notice and to provide such nominations shall be the date that is ten (10) days prior to the date on which notice is sent. The notice of call for nominations shall state that all calls for nominations must be received by the Secretary at the Association's principal office within thirty (30) days of the date of such notice. Upon receipt by the Secretary, all nominations shall be compiled and included in the written ballot described in the preceding paragraph. The person receiving the most votes shall be elected the successor Director, provided that if a person so elected declines to serve, the person receiving the next highest number of votes shall be elected in lieu thereof. In the event of a tie, a runoff election shall be conducted by mail in the same manner as set forth above, except that the notice of the call for nominations shall be sent on the first Tuesday in the month following the action by written ballot, and the written ballots shall be distributed on the third Tuesday of the month immediately following such month.

Action by written ballot has the effect of action by meeting. The Association will include all votes represented by ballots for purposes of determining a quorum. Votes represented by ballots marked "ABSTAIN" or by unmarked ballots will be included for purposes of determining a quorum but will have the same effect as a vote against a proposal. All ballots received will be kept in the Association's books and records.

**Section 8.** Special meetings of the Members may be called at any time by any Director and must be called by any Director upon receipt by any Association officer of a dated, written request for a special meeting signed by at least five percent (5%) of the voting power of the Members (signed by all Owners of the Lot), describing the purpose or purposes for which it is to be held. No business shall be transacted at a special meeting except as stated in the notice thereof. Notice stating the place, day and hour of the meeting and the purpose for which the meeting is called shall be delivered to each Member entitled to vote at the meeting, by prepaid first class US mail



or by e-mail, to the addresses of their respective Lots or to such other addresses as any Member may have designated, not less than ten (10) days nor more than sixty (60) days before the date of the meeting.

**Section 9.** Any action required by law to be taken at a meeting of the Members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by Members (signed by all Owners of the Lot) representing at least eighty percent (80%) of the voting power or such greater percentage as may otherwise be required by applicable law or the By-laws and delivered to the Association for inclusion in the minutes or filing with the Association's records.

**Section 10.** At the beginning of each meeting of the Members, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all Members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

**Section 11.** Any mortgagee(s) of a Lot may attend and participate in any meeting of the Members but shall have no vote unless granted by proxy and shall not be entitled to receive a written ballot in accordance with Section 7 above.

**Section 12.** A quorum at meetings of the Members shall consist of Members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.

**Section 13.** The voting power of Members shall be based upon the Lots owned and the vote allocated to such Lots by this Declaration. When more than one (1) person is the Owner of a Lot, the votes for that Lot shall be cast as the Lot Owners shall determine, but in no event shall more than one (1) vote allocated by this Declaration to a Lot. The votes allocated to a Lot shall not be split but shall be voted as a single whole.

**Section 14.** The following provisions shall apply to voting by Directors and Members: A vote at a meeting of the Members may be cast in person or by proxy. A proxy must be in writing, be signed by all Owners of the Lot, the vote of which is subject to the proxy, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all Owners of such Lot. A vote at a meeting of the Board may be cast in person or by proxy. A proxy must be in writing, be signed by the Director, the vote of which is subject to the proxy, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by the Director.

If a meeting cannot be organized because a quorum is not present in person or by proxy or by ballot, the meeting shall be reconvened from time to time until a quorum is present.

When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy or by ballot, unless express provisions of applicable law, the By-laws or this Declaration require a greater vote.

When any notice is required to be given to any Director or Member, a waiver of the notice in writing signed by the Director or Member, as applicable, whether before, at or after the

time stated therein, shall be equivalent to the giving of the notice. A Director or Member may also waive notice by attending a meeting without objection to a lack of notice.

**ARTICLE VI**  
**ASSESSMENTS**

**Section 1.** The Declarant, for each Lot it owns within Bristol Hill, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association based upon a percentage equal to the total amount of Lots owned by each Lot Owner, divided by the total amount of Lots located within Bristol Hill, as follows:

- a) Annual assessments or charges, which shall be calculated by the Board and shall be due and payable in annual installments, unless otherwise directed by the Board;
- b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c) All assessments which are levied to pay for the cost of illuminating, maintaining, replacing, irrigating, insuring and landscaping the Common Areas, including but not limited to any and all entrance monuments serving Bristol Hill, including those located outside of the Development, the lift station, the detention areas and the islands located in the center of the cul-de-sacs in the Development.

The annual assessments or charges, special assessments, all assessments levied to pay for the cost of illuminating, maintaining, replacing, irrigating, insuring and landscaping the Common Areas, unless otherwise provided for herein or authorized by the Association, shall be due and payable on the fifteenth (15<sup>th</sup>) day of January, and late if not received by the 15<sup>th</sup> of January. If any assessment or charge is not received by the Association by the 15<sup>th</sup> day of the month in which the same are due, the assessment or charge shall be considered delinquent, and in accordance with the provisions of Article VI, Section 8, below, the amount delinquent thereof, together with interest at the rate of nine percent (9%) per annum, a late charge equal to twenty-five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, all shall constitute a lien on the interest of such Lot Owner in the Lot Owner's Lot, and all of the foregoing shall be a continuing lien upon the Lot Owner's Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person(s) who or entity which was the Owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments and charges shall not pass to any successors in title unless expressly assumed by them.

**Section 2.** Each year on or before December 1, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work which will be required during the ensuing calendar year for the rendering of all

services and the performance of all of the powers and duties of the Board of Directors, including but not limited to the repair and maintenance of Common Areas together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements (hereinafter collectively referred to as the "Estimated Cash Requirement"), and shall on or before December 15, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed to each Lot Owner based upon a percentage equal to the total amount of Lots owned by each Lot Owner divided by the total amount of Lots located in Bristol Hill. On or before January 1<sup>st</sup> of the ensuing year, each Owner shall be obligated to pay to the Board of Directors, or as it may direct in such installments as is deemed appropriate by the Board of Directors, the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Directors shall, if requested, supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year, the amounts actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. This annual accounting shall be supplied to first mortgage holders within ninety (90) days of the fiscal year, if requested by such first mortgagee.

**Section 3.** At any time after the expiration of three (3) years from the date of this Declaration, the Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If said Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, which shall be assessed to each Lot Owner, the Board of Directors shall serve notice of such further assessment on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective commencing with the monthly maintenance payment which is due next, following the delivery or mailing of such notice of further assessment. All Lot Owners shall be obligated to pay the adjusted monthly amount.

**Section 4.** When the first Board of Directors elected hereunder takes office, the Board of Directors shall determine the Estimated Cash Requirement for the period commencing sixty (60) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Lot Owners during said period as provided in Sections 1 and 2 of this Article VI.

**Section 5.** The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the Lot Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the maintenance charge at the then existing rate established for the previous period until the payment is adjusted and ten (10) days notice thereof mailed to the Lot Owners.

**Section 6.** The Board of Directors shall keep full and correct books of account and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner or any

mortgagee thereof at such reasonable time or time during normal business hours as may be requested by any Lot Owner, its representative or mortgagee.

**Section 7.** All funds collected hereunder shall be held and expended for the purposes designated herein. All checks, drafts or other forms of payment shall require the signature of one (1) member of the Board of Directors, or its designated agent.

**Section 8.** If any Lot Owner fails or refuses to make any payment of any assessment when due, the amount thereof, together with interest at the rate of nine percent (9%) per annum, a late charge equal to twenty-five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, all shall constitute a lien on the interest of such Lot Owner in the property, and upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Lot Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Lot Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Lot Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the Lot covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. If requested in writing, the Board of Directors shall give notice of any Lot Owner's default to the holder of this first mortgage on said Lot if such default is not cured within thirty (30) days.

**Section 9.** The lien to secure payment of common expenses shall be in favor of the Association and shall be for the benefit of all Lot Owners, and may be foreclosed by an action brought in the name of the Board, in like manner as a mortgage or real property.

**Section 10.** Suit to recover unpaid common expenses, interest thereon and attorney's fees and costs, plus late charges, may be brought by the Board of Directors without foreclosing or waiving the lien securing same, and such action shall not constitute a waiver of the Board of Directors' right to invoke any other remedy provided for herein, or otherwise available of law or in equity.

**Section 11.** No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his, her or its Lot.

**Section 12.** In addition to the annual assessment provided above, each non-exempt Lot shall be subject to a one time assessment of three hundred dollars (\$300) for such Lot during the fiscal year such Lot is conveyed to a Lot Owner. The assessment levied pursuant to this Section shall constitute a contribution to the working capital fund of the Association and shall not constitute an advance payment of any regular annual assessment pursuant to this Article or any special assessment pursuant to Article VI, Section 13.

**Section 13.** In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Areas or to any Lot or Lots, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A membership who are voting in person or by proxy at a meeting called for this purpose, and the consent of the Declarant as long as the Declarant owns a Lot within Bristol Hill.

**Section 14.** In addition to the annual assessments authorized in this Article VI, the Board of Directors shall make an annual assessment in accordance with the procedures set forth in this Article VI for the repair, operation and maintenance of storm water control easements, including all underground and aboveground facilities and pipes used in connection therewith and access easements to such storm water control easements. The maximum amount of such assessment shall be set by the Board of Directors.

**ARTICLE VII**  
**EXEMPT LOTS**

**Section 1.** In order that those Lots upon which dwellings are constructed and occupied may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as when the Declarant may own a substantial number of Lots in Bristol Hill upon which there may be no construction at all or where there may be construction in progress with no occupants residing thereon, and the assessments for which would impose a burden on the Declarant without the Declarant requiring, desiring or receiving the benefits of such maintenance, it is therefore expressly provided that each of the Lots in Bristol Hill prior to the time a dwelling is constructed thereon by Declarant and conveyed by the Declarant or owned by the Declarant but occupied for residency purposes, shall be exempt lots from the assessments, charges and liens created herein for any amounts, anything in these covenants and restrictions to the contrary notwithstanding.

It is understood that upon the conveyance by Declarant of a Lot following completion of a dwelling thereon by Declarant or upon the occupancy of any dwelling on a Lot owned by Declarant which was theretofore entitled to the above exemptions, or upon the conveyance of an unimproved Lot by Declarant to any third person or entity, any such Lot shall have no further exemption and shall be subject to the full amount of the assessments as elsewhere set forth in Article VI. Prior to conveyance or occupancy of Lots upon which Declarant's construction of dwellings has been completed and for which certificates of occupancy have been issued, but which Lots are not yet sold and conveyed or occupied, such as display models, the Declarant shall be responsible for the

maintenance of such Lots in a manner typical of the average maintenance of the Lots and dwellings in Bristol Hill.

**ARTICLE VIII**  
**EXTERIOR MAINTENANCE**

**Section 1.** Each Lot located in the Development must be maintained at all times in accordance with the terms set forth in this Declaration and in a clean, neat and attractive manner. In the event an Owner of any Lot shall fail to maintain his or her Lot and the improvements situated thereon, in a manner satisfactory to the Board of Directors, other than such maintenance as the Association is to provide pursuant the provisions provided for in this Declaration, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Lot and to repair, maintain, replace, restore and landscape said Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject. In the event that the need for maintenance or repair of a Lot or any portion of the Development or the improvements located thereon is caused through the willful or negligent act(s) of an Owner, or through the willful or negligent act(s) of the family, guests, or invitees of an Owner, the cost for the maintenance, repair or replacement of the same shall be added to and become a part of the assessment to which such Lot is subject.

**ARTICLE IX**  
**RESTRICTIONS**

The use of Lots, Common Areas are restricted as follows:

**Section 1.** No part of any Lot shall be used for a purpose other than single-family dwellings, and uses accessory thereto. The terms "single-family dwelling" shall mean buildings occupied as a residence.

**Section 2.** No Lot Owner shall place or cause any obstruction on any portions of the Common Areas nor any storage in the Common Areas. No clothes, laundry, bicycles or other articles shall be hung, exposed or stored in any portion of the exterior or yard area of any Lot or on or about the exteriors of any buildings, or in the Common Areas.

**Section 3.** No single-family residence shall be erected on any Lot nearer the front Lot line, or side Lot line if the Lot is a corner Lot, than the building line shown on the recorded plat of the Development, unless a variance from the building line is granted by the Village of Swansea, Illinois, or its successor. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, except that no portion of any building, including its eaves, steps or porches shall encroach upon an adjoining Lot.

**Section 4.** No fence, radio or television antenna or satellite dish shall be affixed to or placed upon any building or on any Lot without prior written consent of the Board of Directors. Permission may be granted if, subsequent to a review of the size, appearance, location and method of installation, the Board of Directors agree that the item requested will result in no possible adverse

effect to other Lot Owners or Common Areas. The request to install such item shall be given in writing to the Board of Directors, which shall have thirty (30) days to reject any written request, and if not rejected in that time, said request shall be deemed to have been approved. All requests shall be in writing, shall state the size of the proposed item, and the place of location of the item. If as a result of the installation of the item, the Association is unable to maintain a portion of a Lot or Common Areas, the Owner causing the change shall become solely responsible for such maintenance in the affected area.

**Section 5.** No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Development except that two: dogs, cats, birds or other household animals may be kept as pets on any Lot. Notwithstanding the foregoing, no household pets shall be kept, bred or maintained for commercial purposes, and no household pet shall be permitted to create a nuisance or annoyance to surrounding Lots.

**Section 6.** No noxious or offensive activity shall be carried on in any Lot or on the Common Areas nor shall anything be done which will become an annoyance or a nuisance to the other Owners or occupants.

**Section 7.** No billboards, signs, "For Sale" signs in excess of two (2) square feet in area, above-ground swimming pools, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Development. No commercial activities of any kind shall be conducted in any building or on any portion of the Development except activities intended primarily to serve residents thereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant during the construction and sales period, or by the Association in furtherance of its powers and purposes set forth in this Declaration as the same may be amended from time to time.

**Section 8.** All equipment and garbage cans shall be kept or stored in courtyards or garages so as to conceal them from view of neighboring dwellings. Woodpiles shall be kept in backyards to conceal them from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly be permitted to be left outside so as to be visible from the front street.

**Section 9.** No motorcycle, boat, trailer, recreational vehicles, commercial vehicles, off road vehicle, or other motor vehicle, except an automobile or non-commercial pick-up truck which is used as a passenger vehicle, shall be stored or parked overnight in any parking area, street, driveway or in any other place or location within the Development, except an enclosed garage, without the written approval of the Board of Directors. Requests for permission for such exterior storage shall be submitted in writing to the Board of Directors and approved or denied by them, and shall include details as to the method by which such equipment will be screened from view of other Lot Owners. In the event the Board of Directors fails to approve or disapprove said request within thirty (30) days of submission, approval will not be required and this restriction shall be deemed to have been fully complied with. The Board of Directors shall have the right to have any such vehicle which is improperly parked or stored, towed away at the expense of such violator, and with no liability to the Board of Directors, and the cost of the same, including attorney's fees and court costs, shall be

deemed a part of the assessment against the applicable Lot Owner. The foregoing restriction shall not apply to the Declarant, its agents or contractors during the construction period.

**Section 10.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions.

**Section 11.** Easements, installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Development. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

**Section 12.** No oil drilling, oil development operations, 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 other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 13.** No tent, shack, barn, or other outbuilding shall be permitted in the Development, nor shall any residence of a temporary character be permitted.

**Section 14.** No above-ground structure, other than required street lights and other structures installed by or at the direction of the Declarant may be erected within a cul-de-sac, divided street entry islands, or median strips, without the written approval, if required, from the Village of Swansea, Illinois, and the Board of Directors of the Association as set forth in this Declaration.

**Section 15.** No Lot shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family, without the consent of the Board of Directors, which consent shall not be unreasonably withheld. Any Lot Owner may engage in any of the following businesses within his or her residence: medicine, law, accounting, engineering, computer sales, general sales, and merchandising.

**Section 16.** All development work performed in the Development shall be in conformance with the terms of the Development Agreement by and between the Declarant and the Village of Swansea, Illinois, dated August 2, 2004, recorded in Book 4066, Page 623 of the St. Clair County Recorder of Deeds' office, for a period of Twenty (20) years from and after the date of the Development Agreement.



**ARTICLE X  
EASEMENTS**

The rights and duties of the Owners of Lots within the Development with respect to sewer, water, electricity, gas and telephone and connections thereto shall be governed by the following:

**Section 1.** Wherever connections of sanitary and storm sewer, water, electrical, gas or telephone lines are installed within the Development and the connections, or any portion thereof, lie in or upon Lots, buildings or structures thereon owned by others than the Owner served by said connections, the Association, the utility companies referenced in Section 2, below, solely with respect to those services specified for each said utility, and the Owners of any Lots served by said connections shall have the right to, and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repairmen enter upon Lots within the Development in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, and further, if the Association deems the repair, replacement or maintenance of any such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the Owners would otherwise be responsible for under this Article X, and each Owner, for himself, herself or itself, his, her or its heirs, successors and assigns, covenants that said Owners will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not so paid on the date when due, shall become a continuing lien on the property and the personal obligation of the Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article VI hereof for other assessments by the Association.

**Section 2.** Declarant hereby reserves to itself, its successors and assigns, the Association, its directors, officers, agents and employees, T.M. Technology, L.L.C., Caseyville Town Sewer District, solely with respect to installing, repairing and/or maintaining sewer lines and with respect to providing other sewer related services, O'Fallon Fire Protection District, solely with respect to providing services related to fire protection, the applicable gas company, solely with respect to installing, repairing and/or maintaining gas lines and with respect to providing other gas related services, Illinois Power Company, solely with respect to installing, repairing and/or maintaining electrical lines and with respect to providing other electrical services, Illinois American Water Company, solely with respect to installing, repairing and/or maintaining water lines and with respect to providing other water services, together with their successors and assigns, the applicable telephone company, solely with respect to installing, repairing and/or maintaining telephone lines and with respect to providing other telephone and other related services, together with their successors and assigns, a non-exclusive easement over the Development, including but not limited the Common Areas. Declarant makes no warranties or claims in regard to the health hazards of certain utility lines. Lot Owners assume any and all risks inherent with existence of utility lines, including but not limited to electrical lines, over any Lot or Common Areas.

**Section 3.** Wherever joint house connections of storm and sanitary sewer, water, electrical, gas, telephone or television aerial lines are installed within the Development and the connections

serve more than one Lot, the Owners of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services their respective Lots.

**Section 4.** In the event any portion of any connection or line is obstructed, damaged or destroyed through the act of any Owner of a Lot being served by said connection, or any of his or her agents, guests, or members of his or her family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the first of such Owners shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection.

**Section 5.** In the event any portion of any connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his or her agents, guests, or members of his or her family (including ordinary wear and tear and deterioration from lapse of time), then in such event, if said obstruction, damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of any Lot served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

**Section 6.** The Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Development, including any portion thereof, and including the Lots and Common Areas, in the exercise of the functions provided by this Declaration, in the event of emergencies, to provide for exterior maintenance, and in the performance of proper governmental functions. Except in the case of any emergency, when access shall be immediate, the right of entry created by this Section 6 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected by such entry.

**Section 7.** Declarant, its successors, agents and employees, the Association, its directors, officers, agents and employees, and the Lot Owners shall have a right of ingress and egress over and the right of access to the Common Areas and the right to such other temporary uses of the Common Areas, as may be required or reasonably desirable (as determined by Declarant) in connection with the construction, development, and operation of the Development including an easement to install, repair and replace utility lines and connections, and in connection with compliance with all applicable laws, rules, orders, ordinances and regulations.

**Section 8.** To the extent that any portion of any improvement which is part of the initial improvements constructed by Declarant in the Development (or repairs, restorations, or replacements of such improvements) encroaches on any other Lot, or Common Areas, whether by roof or building projection or overhang, a valid easement for such encroachment shall exist. The Association shall have the right to enter upon a reasonable portion of such other Lot, or Common Areas at reasonable times for the purpose of performing repairs and maintenance to his or her Lot; provided that following such entry, the Association so entering, promptly restores such other Lot, or Common Areas to its condition immediately prior to such entry.

**Section 9.** Declarant, its successors, agents and employees, shall have a right of ingress and egress over the Lots, Common Areas and the right to such other temporary uses of the Common Areas as may be required or reasonably desirable (as determined by Declarant) in connection with the construction, maintenance and development of Bristol Hill. The Board of Directors have the right and easement to enter upon any Lot to perform normal maintenance and landscaping work, including but not limited to the watering of any lawns if any Lot Owner shall fail to landscape or care for his or her Lot or water his or her lawn.

**Section 10.** At any time while this Declaration is in effect, the Association, its directors, officers, agents and employees, shall have the authority for itself and on behalf of the Lot Owners to enter into and to enforce any terms and conditions expressed in any access easement, road maintenance agreement, easement for the use and maintenance of any entrance monument, whether the same is within the property or is located on property which is beyond the Development, or other instrument to allow any Lot Owner, their tenants, guests, family, invitees or employees who may now or hereafter by Owners of or tenants upon any developed property which abuts the Development and who have a need to use the roads located within the Development for said right of access, provided that said easements, road maintenance agreement or other instrument shall require that said adjacent unit or Lot Owner shall pay a pro rata share of the cost of operating, maintaining and replacing any road located in or leading to the Development.

**Section 11.** At all times while this Declaration is in effect, the Association, its directors, officers, agents and employees, are hereby granted an easement to enter upon any Lot, any part of the Common Areas or any part of the Development, in order to install, illuminate, maintain, repair, landscape, and replace:

- a) all entrance monuments serving Bristol Hill, including those located outside of the Development;
- b) exterior walls (stone, masonry or retaining), which exterior walls were installed by the Declarant, and are shown on the record plat Bristol Hill;
- d) the lift station and detention areas;
- e) islands located in the cul-de-sacs;
- f) any irrigation systems or components thereof, any fencing located in the Common Area, and landscaping in Lots 1 through 10, inclusive, and Lot 98, which is the responsibility of the Association to maintain; and
- g) any other improvement located within the Common Area.

**Section 12.** Declarant hereby reserve unto itself, and grants to the Association, to Bristol Hill Association, and to TM Technology, L.L.C., their agents, employees, successors and assigns, a perpetual, non-exclusive easement and right, as depicted on any of the plat of Bristol Hill, and over any Lot, or any portion of the Common Areas that are private, for the purpose of installing, operating and maintaining media, communication and/or energy infrastructure, of any

type, for the benefit of current and future Lot Owners, including the right to install, operate, and maintain infrastructure which crosses, or runs parallel and adjacent to existing or proposed utility lines and/or sewers and drainage facilities; and the exclusive right to install, operate and maintain media, communication and/or energy infrastructure, of any type, for current and future Lot Owners, including the right to install sleeves for future communication services (Such easement to include the right to cut trees, bushes, or shrubbery, or to cut or grade the land.)

### **ARTICLE XI ARCHITECTURAL CONTROL**

**Section 1.** No building, home, fence, wall or other structure, including but not limited to: a) repainting, replacing, or repairing any external surface, except that same may be repainted, replaced or repaired to cause the exterior surface to be returned to its original condition and appearance; b) erecting a fence of any kind; c) installing a hot tub or in-ground swimming pool; d) adding any addition to any home located on a Lot; or e) erecting a deck or patio, shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design with structures, abutting the proposed improvement and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The purpose of the foregoing requirements is to ensure that the appearances, aesthetics, and design of the development shall at all times remain constant and uniform. Notwithstanding the foregoing, fences located within designated areas of Lots as shown on Exhibit "B," as applicable, built to adhere to those fence styles as shown on Exhibits "C" and "D," as applicable, shall be permitted to be erected subject to the approval of the Association in accordance with the approval/disapproval process set forth in this Article XI, Section 1.

### **ARTICLE XII DEVELOPMENT RIGHTS**

**Section 1.** Each person or entity acquiring a Lot within Bristol Hill, and its mortgagees, shall be conclusively deemed to have appointed the Declarant as the Lot Owners' attorney-in-fact for a period of time expiring ten (10) years from the date of recording of this Declaration for the following purposes. During this period, the Development, technology and financial conditions may change and in response to these and any other future changes, the terms of this Declaration shall be construed liberally and the Declarant reserves the right, but not the obligation, and shall have full power and authority to amend, modify, restrict, changes and add or take away new burdens, benefits and restrictions from this Declaration and the plat of the Development to accommodate such future changes, including but not limited to:

- a) subject any additional property which had not been subjected to this Declaration to the covenants, conditions and restrictions of this Declaration;

- b) to delete any property still owned by Declarant from the plat Bristol Hill, and from the Covenants and Restrictions hereof;
- c) to extend or expand the Development, including roads, Lots and Common Areas;
- d) to convert unsold Lots into Common Areas;
- e) to amend this Declaration unilaterally to make its terms comply with applicable ordinances, statutes or laws, or make corrections of any errors or to facilitate its development of Bristol Hill; and
- f) to grant such easements as Declarant elects to grant on any property located in the Development, including on any Lot or Common Area.

Declarant reserves the right, but not the obligation, to create, or to modify Lots, Common Areas and to subdivide with respect to any property added pursuant to the terms of this Section. Said development rights may be exercised with respect to different property added to or deleted from this Section at different times. Declarant reserves the right, and is hereby granted a license, but not the obligation, to create, reserve, or grant easements for development purposes as for utilities including, but not limited to, gas, electric, water, sewer, computer and internet access, cable television, and access to such easements (including any Lot) for the benefit of the Development. All Lot Owners and the Association hereby consent and grant unto Declarant the power and authority to grant temporary easements over, under and through any of the Development to any entity or person so that Declarant shall have the ability to exercise its development rights. Declarant shall be obligated to have fully exercised its development rights within ten (10) years from the date this Declaration is recorded. Declarant reserves the right but not the obligation, to improve a total of one hundred fifty-four (154) detached single-family residences in Bristol Hill, unless the governmental authority having jurisdiction shall authorize Declarant to develop additional Lots, whereupon the Declarant shall have the right to develop additional Lots. In order to subject any property reserved for future development to this Declaration, Declarant shall execute an amendment to this Declaration, along with a plat designating whether the additions shall be a Lot, or Common Areas or area to be dedicated for public use, and said additions designated on the plat shall contain a sufficient legal description. Said amendment and plat shall be recorded in the St. Clair County Recorder of Deeds. Improvements located on or in Development which will be subjected to this Declaration, will be substantially completed in accordance with and subject to the Covenants and Restrictions of this Declaration. All future improvements will be consistent with initial improvements in terms of quality of construction.

**Section 2.** Notwithstanding any provision of this Declaration to the contrary, at all times and from time to time, during the time Declarant owns any Lot in the Development, Declarant (and its successors, assigns and mortgagees) shall have the right and privilege:

- i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development;

- ii) to maintain six (6) Lots as sales, model, management, business and construction offices;
- iii) to maintain and locate construction trailers and construction tools and equipment within the Development; and
- (iv) to grant easements on, over and in the Development at all times while the Declarant shall be in control of the Association.

The construction of improvements by Declarant shall not be considered a nuisance and Declarant hereby reserves the right and privilege for itself (and its successors, assigns and mortgagees) to conduct the activities enumerated in this Section until all present and future Lots of the Development have been completed and conveyed to third parties. All rights afforded Declarant under this section shall inure to the benefit of any mortgage holder acquiring title to any Lot hereunder.

**Section 3.** Notwithstanding any provision of this Declaration to the contrary, each grantee of Declarant, by the acceptance of a deed of conveyance, and each subsequent purchaser, by the acceptance of a deed of conveyance and each deed of trust holder by acceptance of a deed of trust shall be deemed to have consented to any amendments to this Declaration and By-Laws as may be filed by the Declarant or its successors or assigns, to qualify the Development or the Lots thereof, and to meet the requirements for Federal Housing Administration (FHA), Veteran's Administration (VA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Association (FHLMA) or any other governmental financing agency. Without limiting the generality of the foregoing, each Lot Owner and holder of a deed of trust shall by taking title to a Lot or accepting the Deed of Trust, be conclusively deemed to have appointed the Declarant as such Lot Owner's and deed of trust holder's agent and attorney-in-fact for a period of ten (10) years from the date of recording of this Declaration, and for such Owner to acknowledge the consent of such Lot Owner to an amendment or amendments to comply with the requirements of FHA, VA, FNMA, FHLMA or other governmental agency for financing. During this ten (10) year period, no Lot Owner or deed of trust holder shall have the authority to revoke said attorney-in-fact, and for the foregoing purposes, the Declarant is hereby constituted the attorney-in-fact for each Lot Owner and deed of trust holder to execute any instrument to carry out the terms and provisions as provided for herein.

**Section 4.** All Lot Owners of property which are annexed as provided in Section 1 of this Article, shall have such voting rights and assessment obligations as are contained in the Declaration as of the date title to the Lot is conveyed to such Owner. All assessments shall be prorated so that a Lot Owner's obligation for assessments shall commence on the date title to the Lot is conveyed to such Owner.

### **ARTICLE XIII POWERS AND DUTIES OF THE ASSOCIATION**

The Association shall have the following rights, powers, duties and obligations:

**Section 1.** To acquire and hold the Common Areas hereinabove described which said Common Areas are set forth and shown on the plat of Bristol Hill, all in accordance with and pursuant to the aforesaid orders of the Village of Swansea, Illinois, and in accordance with and subject to the provisions of this instrument, and to deal with any Common Areas so acquired under the provisions hereinafter set forth.

**Section 2.** To exercise such control over all easements, Common Areas located in Bristol Hill, including but not limited to all retaining walls (if any) and entrance monuments for Bristol Hill, the lift station, islands located in the cul-de-sacs, and detention areas, any private streets located in the Development and private sidewalks and street lights, if any (except for those easements, private streets and roads, sidewalks and streetlights which are now or may hereafter be dedicated to and accepted by public bodies or agencies for maintenance purposes), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities, if any and as may be shown on any recorded plat of the Development as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, private streets and private roads, and all Common Areas by the necessary public utilities and others, including the right (to itself and others to whom it may grant permission) to construct, operate and maintain on, under and over all said easements and streets, sewers, street lights, pipes, poles, wires and other facilities and public utilities for service to the Lots shown on said plats, and the right to establish traffic rules and regulations for the usage of driveways, private streets and sidewalks, if any, located in Bristol Hill.

**Section 3.** To exercise control over and provide continued maintenance upon any private cul-de-sacs and Common Areas shown on any plat of the Development; to pay real estate taxes and assessments on said Common Areas out of the general assessment herein provided; to maintain and improve same to promote the health, welfare, safety, morale, recreation, entertainment, education and for the general use of the Owners of Lots in Bristol Hill, all in conformity with applicable laws; to adopt and amend by-laws, to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Areas, all for the benefit and use of the Lot Owners of Bristol Hill and according to the discretion of the Association.

**Section 4.** To dedicate to public use any private streets, sidewalks and streetlights constructed or to be constructed within Bristol Hill, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

**Section 5.** To purchase and maintain in full force and effect: (i) liability insurance, protecting the Association, its Board of Directors, officers and agents and Lot Owners from any and all claims for personal injuries and property damage arising from use of Common Areas and facilities and guide wires located in the Development; (ii) fire and other casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the Common Areas and improvements thereto; and (iii) liability insurance, protecting the Association, its Board of Directors, officers and agents from any and all claims for personal injuries and property damage arising from the Association's and the Board of Directors' actions in carrying out their duties pursuant to the terms of this Declaration and in connection with activities that occur on the Common Areas or on any Lot, which activities do not result from the gross negligence or willful misconduct of the Association or the Board.

**Section 6.** To provide, maintain and replace the entrance monuments bearing the name Bristol Hill (whether within or outside of the Development), and any private streets and private cul-de-sacs located within Bristol Hill, including cost of utility services therefor.

**Section 7.** The Association may, but is not obligated to provide water service as required for the Common Areas and for lawn maintenance as authorized herein and to include the cost thereof in the assessments herein provided.

**Section 8.** To maintain, repair and replace all improvements located in the Common Areas, Landscape Easements in Lots 1 through 10, inclusive, and Lot 98, and do exterior maintenance upon each Lot as set forth in Article VIII above.

**Section 9.** The Association may, but is not obligated to provide security service for Bristol Hill, and Common Areas, the exact nature and scope of such service and the time of commencement thereof to be determined solely by the Association.

**Section 10.** Notwithstanding any other condition herein, it shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the Village of Swansea, Illinois, or any municipality of which the Development may become a part, and for such purposes it shall not be limited to any maximum assessment.

**Section 11.** In exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this Declaration, from time to time to enter into contracts, employ agents, servants and labor as it may deem necessary, to employ legal counsel to institute and prosecute such suits as it may deem necessary or advisable and to defend suits brought against it.

**Section 12.** The Association, and its Board of Directors are hereby granted the right and authority to carry out all of their duties and obligations set forth in this Declaration, and in any amendments hereto, and any costs incurred in carrying out any such actions may be charged to the Lot Owners as part of the assessment set forth herein. Any action authorized by the Association hereunder shall be undertaken by Association officers and agents as authorized and directed by the Board of Directors of the Association, except those matters specifically calling for vote of the Members.

**Section 13.** At such time as the then Lot Owners of the Development become Owners of part or all of the Common Areas theretofore conveyed to and held by the Association, the Association shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to such Common Areas as hereinbefore set forth, and particularly the Association shall continue to collect for and make payment of the real estate taxes which may be levied on the Common Areas by St. Clair County and/or by any other governmental body or agency.

**Section 14.** The Association may repair, maintain, replace and restore the stone walls, masonry walls and retaining walls, if any, installed by the Declarant and depicted on the plat of Bristol Hill, whether located on Lots, Common Areas and an easement for access to any Lot is



hereby granted and reserved to complete any of the foregoing. Exterior walls which are ornamental shall be maintained by the Lot Owner.

**Section 15.** The Association shall be responsible for the maintenance, repair, removal and replacement of sanitary and storm sewers, retention or detention facilities, and any other sanitary or storm sewers or other drainage facilities located on or servicing any Common Area or improvements thereon within Bristol Hill, to the extent that any of the same are private or have not been accepted for dedication. The Association shall be responsible for the maintenance of all open storm water swales located in Bristol Hill. Each Lot Owner hereby grants the Association and its designated agents the right and easement to enter upon any Lot for the purposes of discharging this responsibility. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair, replacement and removal of the lateral sewage line or lines servicing such Owner's Lot.

#### **ARTICLE XIV GENERAL PROVISIONS**

**Section 1.** The captions of the various Articles are for purposes of reference only and are not deemed to have any substantive effect.

**Section 2.** In the event any Mortgagee is required to pay taxes or other charges that are in default and that may or have become a charge against the Common Areas, including the payment of any overdue insurance premium covering the Common Areas, upon the lapse of said insurance policy, the Mortgagee making such payment shall have the right of immediate reimbursement from the Association.

**Section 3.** The Board of Directors shall notify, in writing, the mortgagee of any Lot Owner of any default in the performance of any obligation by the said Lot Owner under the terms and conditions of this Declaration that shall not have been cured within sixty (60) days after the default by the Lot Owner, provided the Board of Directors has actual notice of the existence of the mortgage and a written request of the same has been received by the Board.

**Section 4.** Any agreement for professional management of Bristol Hill or any other contract providing for the services of the Declarant shall not exceed three (3) years. Further, any such agreement must provide for termination by either party, without cause and without payment of a termination fee, upon ninety (90) days or less written notice.

**Section 5.** Upon written request to the Board of Directors, the holder of any duly recorded mortgage or deed of trust against any Lot shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the Lot Owner or Owners whose Lot ownership is subject to such mortgage or deed of trust.

**Section 6.** Notices required to be given to the Board of Directors may be delivered to any member of the Board of Directors either personally or by Certified Mail Return Receipt Requested addressed to such Director at his or her Lot or address.

**Section 7.** Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his or her or its address appearing in the records of the Court wherein the estate of such deceased Lot Owner is being administered.

**Section 8.** Each grantee of Declarant by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and the Declaration of Trust, Covenants, Conditions and Restrictions of Bristol Hill, (or to whom these Declarations are subject), 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 Bristol Hill, and shall insure to the benefit of such Lot Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**Section 9.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 10.** The invalidity of any covenants, restrictions, conditions, limitations or any other provision of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**Section 11.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of Bristol Hill. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities and be not subject to the laws of this State and all its political subdivisions, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Illinois Law, or for the life or lives in being plus twenty-one (21) years thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

**Section 12.** Before any person shall become a member of and serve on the Board of Directors, he or she shall be able to be bonded. The Board of Directors shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Lot Owners in the sum of at least One Hundred Fifty Percent (150%) of the estimated annual operating expenses of the Association, a similar bond shall be required for any person or entity handling funds of the Association including but not limited to employees of a professional manager. The bond shall be written only by a bonding company approved to write fidelity bonds by the St. Clair County Circuit Court Probate Division for Personal Representatives and Administrators. The cost of premiums for such blanket bond shall be paid out of funds of the Association as a general charge and shall not be borne by the individual members of the Board of Directors.

**Section 13.** Whenever Board of Directors are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Development, or to acquire any lien thereon or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the Properties, such actions shall be carried out in the names of the members of the Board of Directors and their successors in office from time to time, as trustees, on behalf of some or all of the Lot Owners, as the case may be.

**Section 14.** Wherever the state, a political subdivision, or any other corporation, agency, or authority having the power of eminent domain shall seek to acquire any of the Common Areas, such authority may conduct negotiations with the Board of Directors as representatives of all Lot Owners, and the said Board of Directors may execute and deliver the appropriate conveyance on behalf of all Owners in return for the agreed consideration. The Board of Directors must give written notice to holders of first mortgages at the commencement of such proceedings. In the event negotiations shall fail, the condemning authority may join the Association as party defendant in lieu of naming all Lot Owners; and such proceedings shall bind all Lot Owners.

**Section 15.** This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be and remain in force and effect for the duration of Bristol Hill.

**Section 16.** Except as otherwise expressly provided for in this Declaration, no modification or amendment of the Declaration herein shall be valid unless such modification or written amendment has the written assent of seventy-five percent (75%) of the Class A membership, and the written assent of the named Declarant (and any successor) if such amendment is made while the Declarant still has an interest in one or more of the Lots or until all Lots have been constructed and sold, and until such modification or amendment has been approved by the Village of Swansea, Illinois, or its successor in interest, and is duly recorded in the office of the Recorder of Deeds of St. Clair County, Illinois. No such amendment, modification or change shall relieve or modify the obligations or rights granted to or imposed upon the Association or to eliminate the requirement that there should be Directors, unless some person or entities are substituted for the Directors, with the same responsibilities or duties in a manner approved by the Director of Planning of the Village of Swansea, Illinois, or its successor in interest.

**Section 17.** The Association and its Board of Directors, its heirs and agents shall comply with all lawful ordinances, rules and regulations of the Village of Swansea, Illinois, or any municipality of which Bristol Hill may subsequently become a part, including, but not limited to, those affecting maintenance of private roadways, if any, islands, sidewalks, street lights, open areas and recreational facilities, if any, and drainage facilities. The Declarant reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by them for sewers, gas, pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision and the tracts in Bristol Hill.

**Section 18.** The rights of the Lot Owners shall only be exercisable appurtenant to and in conjunction with their ownership of a Lot. Any conveyance or change of ownership in any Lot shall convey with it ownership in the Common Areas and the license, and no interest in the Common Areas or in the license shall be conveyed by a Lot Owner except in conjunction with the

sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Areas and rights to enjoy the license although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.

**Section 19.** In the event that the provisions of the Declaration cannot be fulfilled by reason of unfilled vacancies among the Board of Directors, the Village of Swansea, Illinois, may, upon the petition of any concerned resident or Lot Owner of the Development, appoint one or more Directors to fill vacancies until such time as Directors are selected in accordance with the Declaration. Any person so appointed who is not a resident or Lot Owner within Bristol Hill shall be allowed a reasonable fee for his or her services by the order of appointment, which fee shall be realized as a special assessment against the Lot Owners the Development and which shall not be subject to any limitations on special assessments contained in the Declaration, By-laws or elsewhere.

**Section 20.** In the event that the provisions of the Declaration are not enforced by the Association, any Lot Owner within Bristol Hill may take any reasonable actions necessary to enforce the terms of the Declaration.

**Section 21.** a) Declarant hereby discloses that as of the date hereof, the Development is situated in close proximity to a golf driving range, which is located just Northwest of the Development in the City of O'Fallon, Illinois. Although there are no definite plans as of the date of this Declaration, there has been talk that the golf driving range would like to install overhead lighting at the range to provide additional light. Any purchaser of a Lot in the Development acknowledges by taking title to said Lot that said Owner is knowledgeable about the proximity of the driving range to the Development, and that the driving range may in the future install overhead lighting, or engage in other activities which may impact the Lots and Lot Owners in the Development.

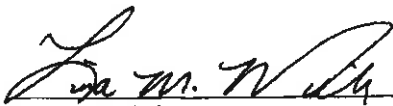
b) Declarant hereby discloses that some or all of the Development including Lots and Common Areas may be subject to and burdened by surface and sub-surface mining and mineral rights.



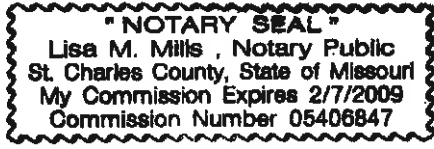
STATE OF Missouri )  
 ) SS.  
COUNTY OF St. Louis )

On this 7<sup>th</sup> day of October in the year 2005, before me appeared **Philip J. Fingerhut, J. R. Mayer, Jr. and Bobby Joe Hamilton**, to me personally known, who, being by me duly sworn, did say that they are members of the Board of Directors described in and who executed the foregoing instrument, and acknowledged said instrument was signed on behalf of the Board of Directors and **Philip J. Fingerhut, J. R. Mayer, Jr. and Bobby Joe Hamilton** acknowledged said instrument to be the free act and deed of said Board of Directors.

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

  
\_\_\_\_\_  
Notary Public

My Commission expires: 2-7-09



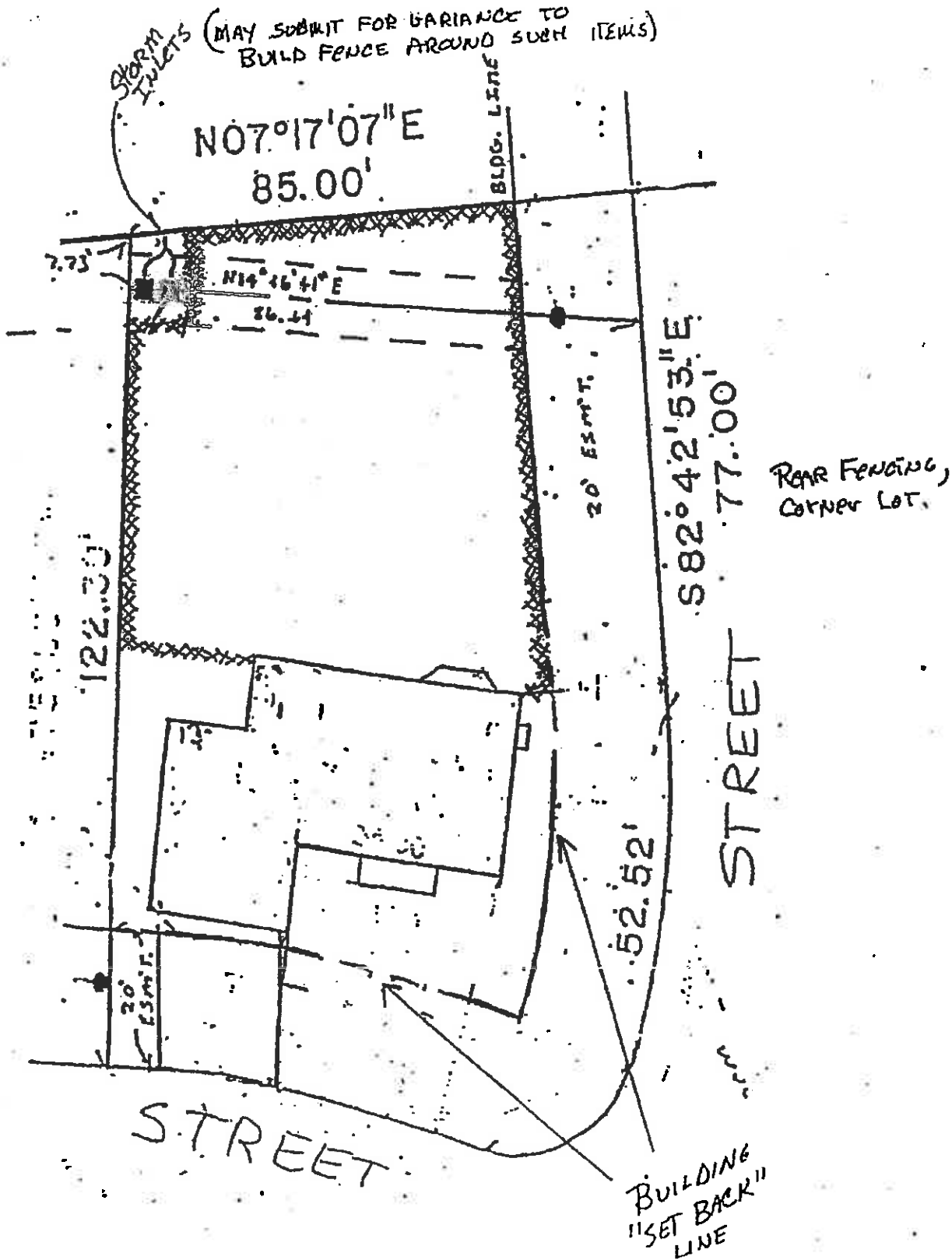
4380480v6  
October 7, 2005

**EXHIBIT "A"**

See the Preliminary Plat of Bristol Hill, which Plat was prepared by Rhutasel and Associates, Inc. on January 21, 2005, and which Plat was approved by the Village of Swansea Trustees on February 22, 2005 by its Resolution Number 1-1365.

EXHIBIT B

REAR YARD FENCING

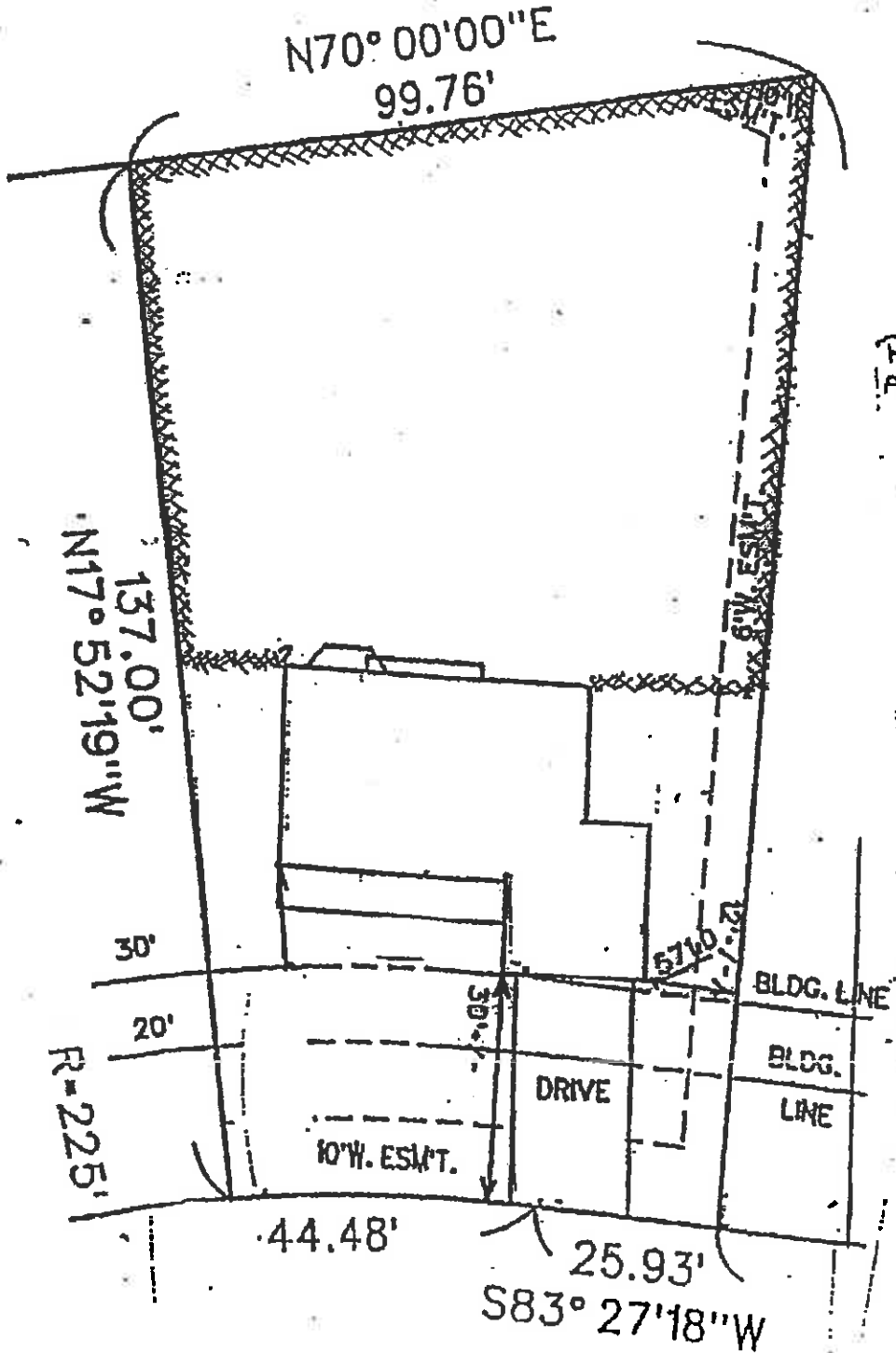


32



EXHIBIT B  
REAR YARD FENCING

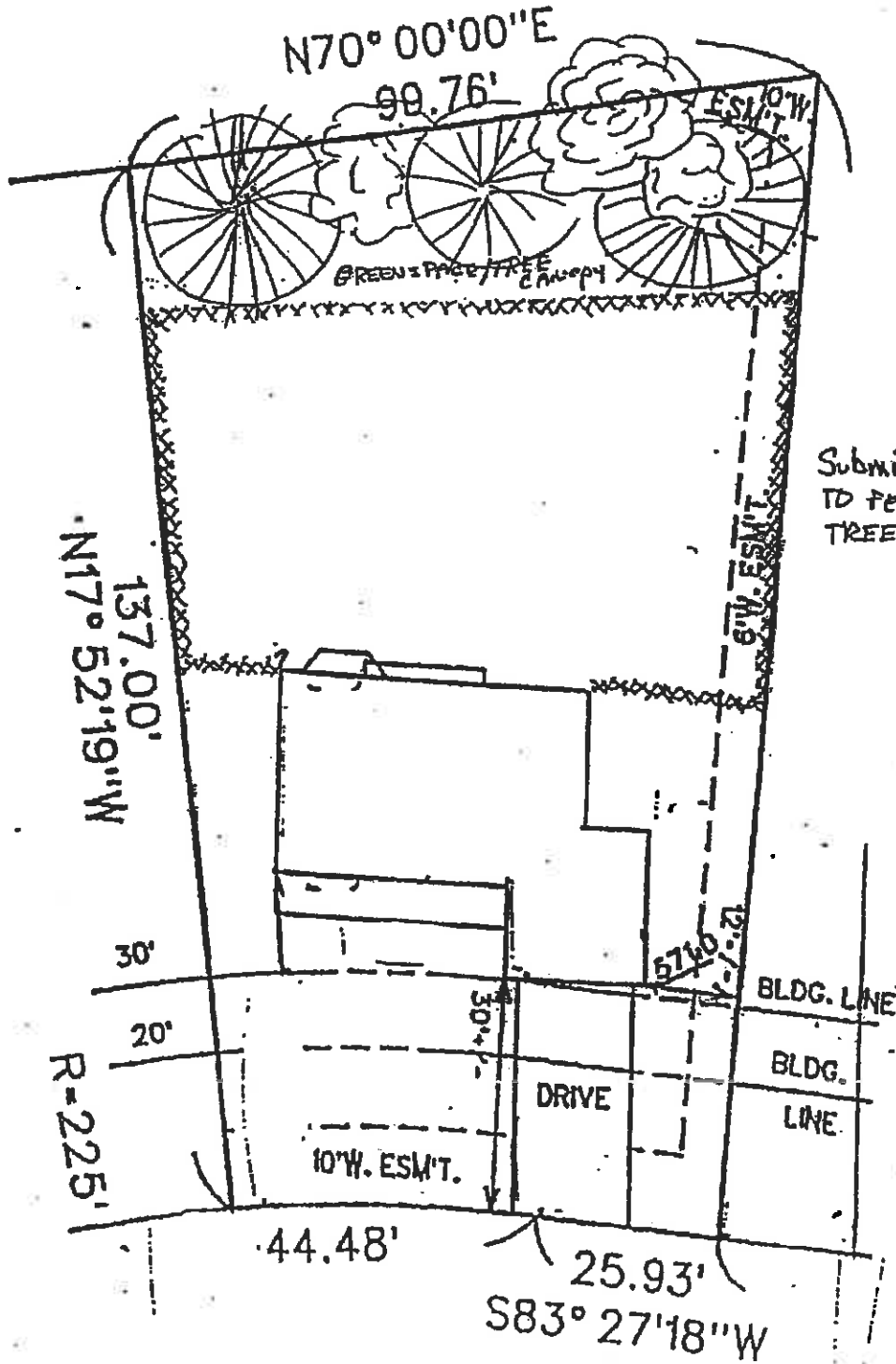
REAR FENCE STANDARD  
ACCEPTABLE LAYOUT.



33

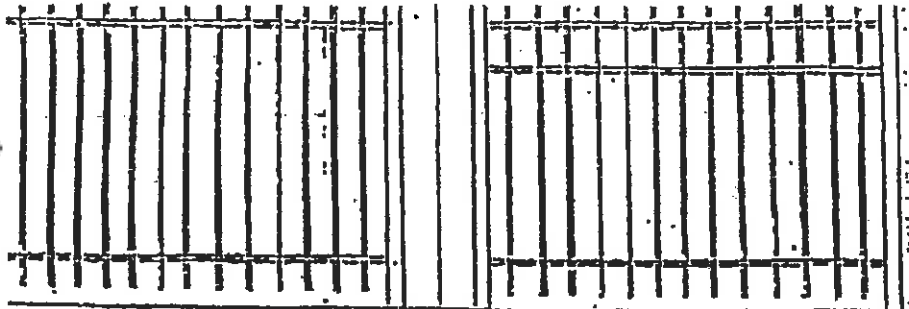
EXHIBIT B

REAR YARD FENCING



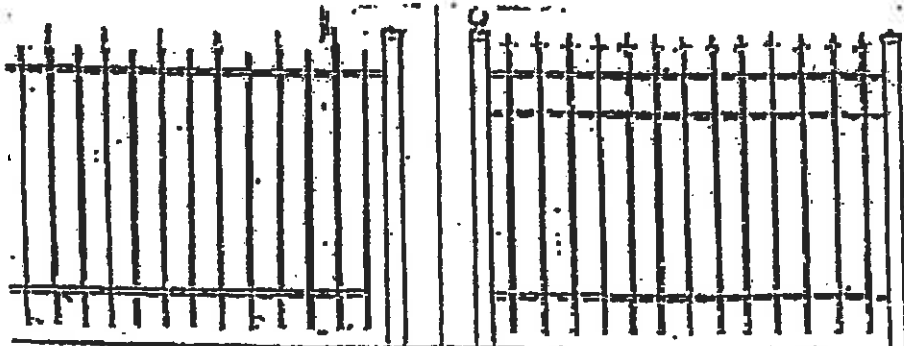
34

EXHIBIT C  
FENCE STYLES



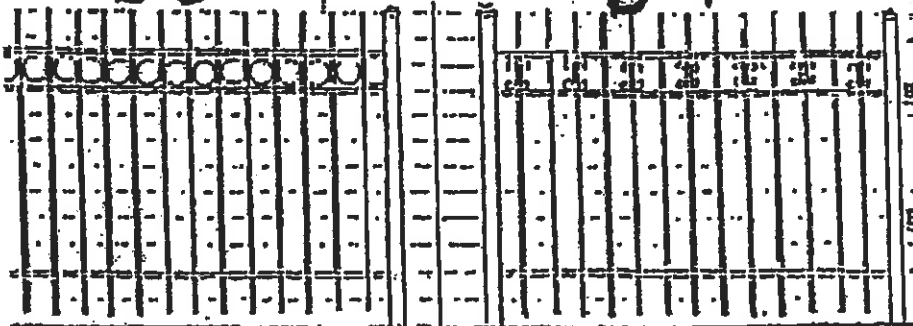
B-1

B-2



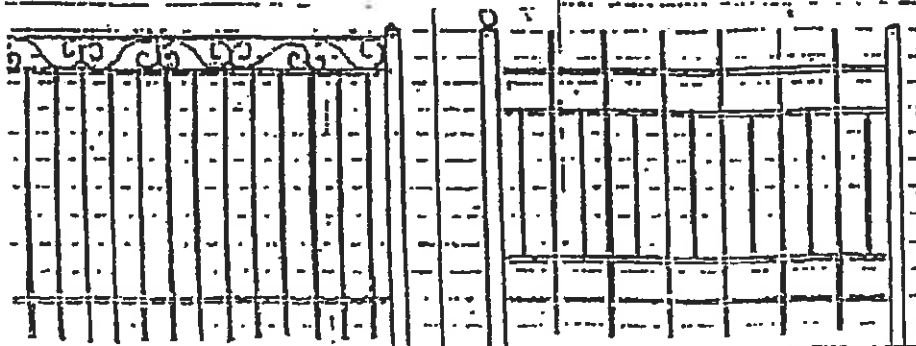
B-3

B-4



B-5

B-6

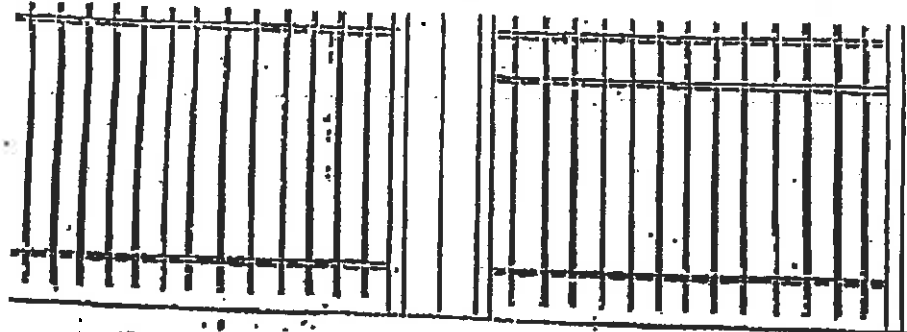


B-7

B-8

EXHIBIT D

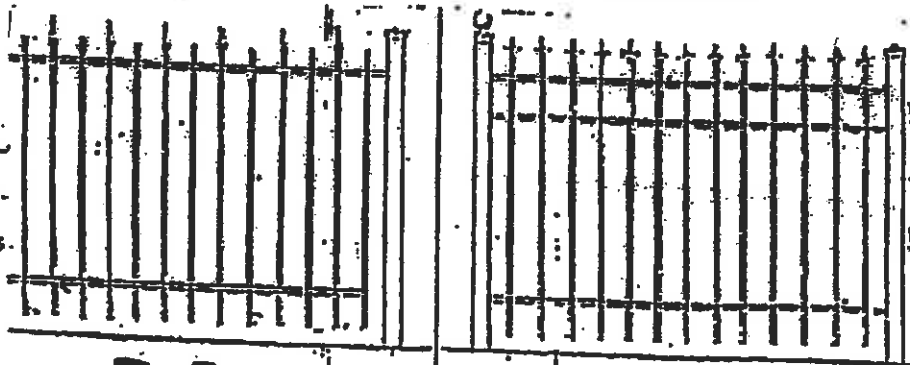
SWIMMING POOL FENCE STYLES



B-1

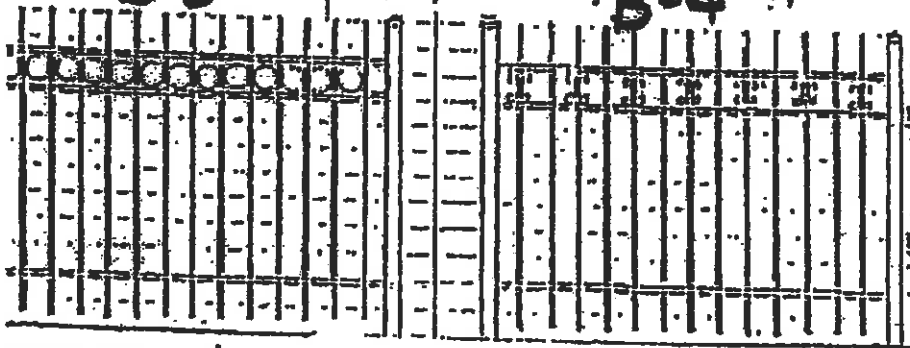
B-2

Wrought Iron  
Pool fencing.  
Approved styles.



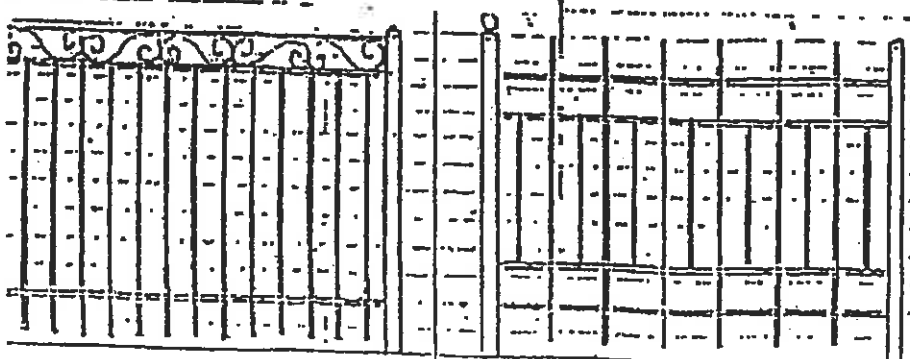
B-3

B-4



B-5

B-6



B-7

(36)

B-8



4th page



**A02221309**  
MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL  
07/21/2010 11:41:22AM  
RHSP FEE: 10.00  
TOTAL FEE: \$30.00  
PAGES: 4

**AMENDMENT NO. 1 TO DECLARATION OF TRUST,  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BRISTOL HILL**

WHEREAS, there has been recorded in the Recorder's Office of St. Clair County, Illinois, on October 10, 2005 as Document No. A01939275 in Plat Book 106 on Page 54 a plat of a planned residential development known as "BRISTOL HILL PHASE ONE," being a subdivision of the premises shown thereon, said premises being hereinafter referred to as the "Development"); and

WHEREAS, there has been imposed on the Development a Declaration of Trust, Covenants, Conditions and Restrictions recorded in the Recorder's Office of St. Clair County, Illinois on October 10, 2005 as Document No. A01939276 in Book 4247 at Page 1120 (hereinafter referred to as the "Declaration"); and

WHEREAS, Article I, Section 6 of the Declaration provides that the "Declarant" shall mean and refer to Taylor-Morley, Inc., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development; and

WHEREAS, Southern Illinois Land Investments, LLC, an Illinois limited liability company, has purchased and acquired all of the undeveloped Lots in the Development, and is thereby the successor to Taylor-Morley, Inc. as the "Declarant" under the Declaration; and

WHEREAS, Southern Illinois Land Investments, LLC desires to amend the Declaration pursuant to its rights under Article XII, Section 1 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to the Owners of Lots in the Subdivision, Southern Illinois Land Investments, LLC, as the Declarant under the Declaration hereby amends the Declaration as follows:

30

4

1. Grantee's mailing address is changed to:

Bristol Hill Homeowners' Association  
84 West Harnett  
Mascoutah, Illinois 62258

2. Article 1, Section 6 is deleted in its entirety, and the following is substituted in lieu thereof:

"Declarant" shall mean and refer to Southern Illinois Land Investments, LLC, an Illinois limited liability company, its successors and assigns.

3. Article V, Section 2 is deleted in its entirety, and from and after the date of recording of this Amendment No. 1, the following is substituted in lieu thereof:

The "Original Directors" or "Original Board Members" shall be Timothy O. Kappert, Herbert H. Frenzel and Mark G. Rheinecker. Whenever any of the Original Directors refuses to act, becomes disabled, is removed or dies, the Declarant shall appoint a successor or successors. The officers of the Association shall be Timothy O. Kappert-President, and Herbert H. Frenzel-Vice President, Secretary and Treasurer, until the next annual meeting of the Board of Directors.

4. The last sentence of Article XI is deleted in its entirety, and the following is substituted in lieu thereof:

Notwithstanding the foregoing, fences located within designated areas of Lots as shown on Exhibit "B," as applicable, which (1) are no taller than 48", (2) have a minimum spacing of 1 3/4" between pickets, and (3) are constructed with either white vinyl fencing, or white or black ornamental aluminum or wrought iron fencing, shall be permitted to be erected subject to the approval of the Association in accordance with the approval/disapproval process set forth in this Article XI, Section 1.

5. Exhibits "C" and "D" are deleted from the Declaration.

6. Except as modified herein, the Declaration for the Development is confirmed and ratified in every other respect.

IN WITNESS WHEREOF, this Amendment No. 1 to Declaration of Trust, Covenants, Conditions and Restrictions of Bristol Hill has been executed on this 13TH day of APRIL 2010 by the Declarant, Southern Illinois Land Investments, LLC, for the uses and purposes therein set forth.

"DECLARANT"

SOUTHERN ILLINOIS LAND INVESTMENTS,  
LLC

by its sole Members:

NORMANDY LAND INVESTMENTS, LLC

By:

*Timothy O. Kappert*  
Timothy O. Kappert, its sole Member

FRENZ INVESTMENTS, LLC

By:

*Herbert H. Frenzel*  
Herbert H. Frenzel, its sole Member

STATE OF ILLINOIS )

COUNTY OF ~~ST. CLAIR~~ <sup>MANISW</sup> ) SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Timothy O. Kappert, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as the sole Member of Normandy Land Investments, LLC, he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of April 2010.

*Debra A Jung*  
Notary Public

My Commission Expires: 2-2-11









\* A 0 2 3 8 4 9 2 6 3 \*

**A02384926**

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

09/06/2013 08:30:01AM

RHSP FEE: 9.00

TOTAL FEE: \$30.00

PAGES: 3

**AMENDMENT NO. 2 TO DECLARATION OF TRUST,  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BRISTOL HILL**

WHEREAS, there has been recorded in the Recorder's Office of St Clair County, Illinois, on October 10, 2005 as Document No A01939275 in Plat Book 106 on Page 54 a plat of a planned residential development known as "BRISTOL HILL PHASE ONE," being a subdivision of the premises shown thereon, said premises being hereinafter referred to as the 'Development' ), and

WHEREAS, there has been imposed on the Development a Declaration of Trust, Covenants, Conditions and Restrictions recorded in the Recorder's Office of St Clair County, Illinois on October 10, 2005 as Document No A01939276 in Book 4247 at Page 1120 as amended by Amendment No 1 recorded on July 1, 2010 as Document No A02221309 (hereinafter collectively referred to as the 'Declaration'), and

WHEREAS Article I, Section 6 of the Declaration provides that the "Declarant" shall mean and refer to Taylor-Morley, Inc a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and

WHEREAS, Southern Illinois Land Investments, LLC, an Illinois limited liability company, has purchased and acquired all of the undeveloped Lots in the Development, and is thereby the successor to Taylor-Morley, Inc as the "Declarant" under the Declaration, and

WHEREAS, Southern Illinois Land Investments, LLC desires to further amend the Declaration pursuant to its rights under Article XII, Section 1 thereof

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to the Owners of Lots in the Subdivision, Southern Illinois Land Investments, LLC as the Declarant under the Declaration hereby amends the Declaration as follows

1 The following sentence is added at the end of Article XI, Section 1

Notwithstanding anything in this Declaration to the contrary, the Declarant, rather than the Board of Directors of the Association, shall have the sole authority to review and approve the plans and specifications for new homes to be constructed on Lots by Kappert Construction Company, Inc or D & F Contracting and Consulting, Inc

2 Except as modified herein, the Declaration for the Development is confirmed and ratified in every other respect

IN WITNESS WHEREOF, this Amendment No 2 to Declaration of Trust Covenants, Conditions and Restrictions of Bristol Hill has been executed on this 29<sup>th</sup> day of August 2013 by the Declarant, Southern Illinois Land Investments, LLC, for the uses and purposes therein set forth

'DECLARANT'

SOUTHERN ILLINOIS LAND INVESTMENTS, LLC  
by its sole Members

NORMANDY LAND INVESTMENTS, LLC

By   
Timothy O Kappert, its sole Member

FRENZ INVESTMENTS, LLC

By   
Herbert H Frenzel, its sole Member

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF ST CLAIR )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Timothy O Kappert, personally known to me to be the same

person whose name is subscribed to the foregoing instrument, appeared before me this day in person. and acknowledged that as the sole Member of Normandy Land Investments, LLC. he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth

Given under my hand and notarial seal this 29<sup>th</sup> day of August, 2013



[Signature]  
Notary Public

My Commission Expires

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

I the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Herbert H Frenzel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as the sole Member of Frenz Investments, LLC, he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth

Given under my hand and notarial seal this 29<sup>th</sup> day of August, 2013



[Signature]  
Notary Public

My Commission Expires

This instrument prepared by  
and after recording mail to

Kurt S Schroeder  
Mathis, Marifian & Richter, Ltd  
23 Public Square  
Suite 300  
Belleville, Illinois 62220

Kurt Schroeder Atty  
Last  
page



\* A 0 2 4 0 3 5 5 4 4 \*

**A02403554**

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

02/25/2014 08:30.01AM

RHSP FEE. 9.00

TOTAL FEE: 41.25

PAGES: 4

**AMENDMENT NO. 3 TO DECLARATION OF TRUST,  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BRISTOL HILL**

WHEREAS, there has been recorded in the Recorder's Office of St. Clair County, Illinois, on October 10, 2005 as Document No. A01939275 in Plat Book 106 on Page 54 a plat of "BRISTOL HILL PHASE ONE," being a subdivision of the premises shown thereon; and

41.25

WHEREAS, there has been imposed on "BRISTOL HILL PHASE ONE" a Declaration of Trust, Covenants, Conditions and Restrictions recorded in the Recorder's Office of St. Clair County, Illinois on October 10, 2005 as Document No. A01939276 in Book 4247 at Page 1120, as amended by Amendment No. 1 recorded on July 21, 2010 as Document No. A02221309 and Amendment No. 2 recorded on September 6, 2013 as Document No. A02384926 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Article I, Section 6 of the Declaration provides that the "Declarant" shall mean and refer to Taylor-Morley, Inc., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development; and

WHEREAS, Southern Illinois Land Investments, LLC, an Illinois limited liability company, has purchased and acquired all of the undeveloped Lots in the Bristol Hill planned residential development (the "Development"), and is thereby the successor to Taylor-Morley, Inc. as the "Declarant" under the Declaration; and

WHEREAS, Declarant has developed additional property in the Development pursuant to a plat of "BRISTOL HILL PHASE TWO" recorded in the Recorder's Office of St. Clair County, Illinois on February 9, 2011 as Document No. A02253583, a plat of "BRISTOL HILL PHASE THREE" recorded in the Recorder's Office of St. Clair County, Illinois on July 18, 2012 as document No. A02322823, a plat of "BRISTOL HILL PHASE THREE" recorded in the Recorder's Office of St. Clair County, Illinois on July 18, 2012 as Document No. A02322823, a plat of "BRISTOL HILL PHASE FOUR" recorded in the Recorder's Office of St. Clair County, Illinois on September 21, 2012 as Document No. A02332311, and a Plat of "BRISTOL HILL PHASE FIVE" recorded in

the Recorder's Office of St. Clair County, Illinois on September 24, 2013 as Document No A02387570 (hereinafter collectively referred to as the "Additional Property"); and

WHEREAS, Southern Illinois Land Investments, LLC, as the Declarant, desires to further amend the Declaration pursuant to its rights under Article XII, Section 1 thereof to impose the Declaration on the Additional Property and to make certain other amendments to the Declaration

NOW, THEREFORE, in consideration of the premises and the mutual advantages to accrue to the Owners of Lots in the Bristol Hill planned residential development, Southern Illinois Land Investments, LLC, as the Declarant under the Declaration, hereby amends the Declaration as follows:

1. The Declaration is imposed on the Additional Property of "BRISTOL HILL PHASE TWO," "BRISTOL HILL PHASE THREE," "BRISTOL HILL PHASE FOUR," and "BRISTOL HILL PHASE FIVE," and said Additional Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in the Declaration.

2 Notwithstanding anything in the Declaration to the contrary, Declarant shall have the right to amend or modify any term or provision of the Declaration so long as Southern Illinois Land Investments owns at least one (1) lot in the Development.

3. Except as modified herein, the Declaration is confirmed and ratified in every other respect.

IN WITNESS WHEREOF, this Amendment No. 3 to Declaration of Trust, Covenants, Conditions and Restrictions of Bristol Hill has been executed on this 6TH day of FEBRUARY 2014 by the Declarant, Southern Illinois Land Investments, LLC, for the uses and purposes therein set forth.

"DECLARANT"

SOUTHERN ILLINOIS LAND INVESTMENTS,  
LLC  
by its sole Members

NORMANDY LAND INVESTMENTS, LLC

By:   
Timothy O. Kappert, its sole Member

FRENZ INVESTMENTS, LLC

By: Herbert H. Frentzel  
Herbert H. Frentzel, its sole Member

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Timothy O Kappert, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as the sole Member of Normandy Land Investments, LLC, he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of Feb. 2014,  
2013.



P. Wiese  
Notary Public

My Commission Expires:

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Herbert H. Frentzel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as the sole Member of Frenz Investments, LLC, he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of Feb. 2014,  
2013



H. Wiese  
Notary Public

My Commission Expires:

This instrument prepared by  
and after recording mail to:  
Kurt S. Schroeder  
Mathis, Marifian & Richter, Ltd  
23 Public Square  
Suite 300  
Belleville, Illinois 62220

RET  
107