

CCHOA Covenants and Restrictions

Declaration of Covenants, Conditions, Restrictions and Easements

July 29, 1988 A946420

A subdivision of Part of the West 1/2 of the S.W. 1/4 of Sec. 12 T. 1
N. R. 8 W. of the 3rd P.M. St. Clair County, IL

Book 2718 Page 977-990 Restrictions Attached Plat Book 87 Page 1 Fee \$71.00 Paid

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS**

THIS DECLARATION is made this 28th day of July 1988 by Shelton Construction Company, Inc., an Illinois Corporation, with offices at 557 Big Bend Boulevard, Belleville, Illinois 62221 hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner in fee simple of the real estate property described in Article II, Section 1 of this Declaration, which property is known as "Country Crossing Subdivision" pursuant to a subdivision plat recorded simultaneously with this Declaration in the Recorder's Office of St. Clair County, Illinois (hereinafter referred to as the "Plat"); and

WHEREAS, in order to enhance and protect the value, attractiveness and desirability of the lots constituting the aforesaid subdivision, and to provide for the establishment and maintenance of certain common properties within said subdivision, Declarant desires to subject the real estate property described in Article II, Section 1 of hereof to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant shall cause to be incorporated, under the Illinois General Not for Profit Corporation Act of 1986, a homeowner's association with the name "Country Crossing Homeowner's Association", or with such other corporate name as may be available.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article II, Section 1 hereof shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (hereinafter sometimes collectively referred to as the "Covenants and Restrictions") set forth in this Declaration, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the aforesaid property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to a not-for-profit corporation established pursuant to this Declaration, with the name "Country Crossing subdivision" or with such other corporate name as may be available, its successors and assigns.

(b) "Properties" shall mean and refer to the Existing Property described in Article II, Section 1 hereof and such additions thereto as may be added to the scheme of this Declaration pursuant to Article II, Section 2 hereof.

(c) "Common Properties" shall mean and refer to that portion of the Properties designated as Lot 8 on the Plat, together with the clubhouse, swimming pool, tennis courts and other improvements thereon, which properties shall be owned by the Association for the common use and enjoyment of those individuals who are entitled to use the Common Properties pursuant to Article III, Section 1 hereof.

(d) "Lot" shall mean and refer to any numbered plot of land shown on the Plat or other subdivision plat of the Properties, with the exception of the Common Properties.

(e) "Dwelling" shall mean a building, or a portion of a building, which is designed and intended for use and occupancy as a residence by a single family, and which is situated upon a Lot.

(f) "Single-Family Dwelling Unit" shall mean a house which is designed and intended for use and occupancy as a residence by a single family, and which is situated upon a Lot.

(g) "Multi-Family Dwelling Unit" shall mean a duplex, townhouse or other building which contains more than one Dwelling, is designed and intended for use for use and occupancy as a residence by ore than one family, and is situated upon a Lot.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any portion of the Properties and shall include contract sellers.

(i) "Member" shall mean every person or entity who holds membership in the Association pursuant to Article III, Section 1 hereof.

(j) "Accessory Buildings" shall mean separate buildings located on a Lot which are incidental to a Dwelling Unit. No portion of an Accessory Building shall be used as a residence.

(k) "Family" shall mean any number of individuals living together as a single housekeeping unit in a Dwelling, but excluding the inhabitants of boarding houses, rooming houses, tourists homes, fraternities, sororities, residential clubs and homes of institutional character.

ARTICLE II -- PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERE TO

SECTION 1. Existing Property -- The real property which is and shall be held, sold, transferred, conveyed and occupied subject to this declaration is located in the county of St. Clair, State of Illinois, and is more particularly described on Exhibit "A: attached hereto and incorporated

herein by reference.

SECTION 2. Additions to Existing Property -- Additional lands may become subject to this Declaration in the following manner:

(a) Upon Declarant, or its successors or assigns, recording in the recorder's Office of St. Clair county, Illinois a subdivision plat and a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements with respect to any portion of the property particularly described on Exhibit "B" attached hereto and incorporated herein by reference, such portion of said property shall be added to the scheme of this declaration and shall become subject to the jurisdiction of the Association. Such supplemental Declaration may contain such complementary additions and modifications of the covenants and Restrictions contained in this Declaration as deemed appropriate by Declarant, or its successors or assigns, to reflect the different character, if any, of such property and as are not inconsistent with the scheme and intent of this Declaration; or

(b) Upon approval by the Association pursuant to a vote of its voting Members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to such additional property. Such supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme and intent of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants and Restrictions established by this Declaration with respect to the Properties; or

(c) Upon a merger or consolidation of the Association with another association as provided in its Articles of incorporation its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this declaration with respect to the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or additions to the Covenants and Restrictions established by this Declaration with respect to the Properties except as hereinafter provided.

ARTICLE III -- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership -- The Association shall have three classes of members as follows:

Class A. Every person or entity who is the Owner of a Dwelling, with the exception of Declarant, must be a Class A member. Class A members shall be entitled to one vote for each Dwelling of which they are the Owner. When more than one person is the Owner of a dwelling, all such persons shall be exercised as they may among themselves determine and in no event shall more

than one vote be cast with respect to any Dwelling. A Class A member and the individuals who constitute his Family shall be entitled to use the Common Properties only if said individuals reside in a Dwelling.

Class B. Every person who leases a Dwelling from an Owner or who is purchasing a Dwelling from an Owner pursuant to a contract for deed, together with the individuals who constitute such a person's Family, may become Class B members. Class B members shall be entitled to such membership and will be permitted to use the Common Properties upon presenting the Association with a copy of their lease or contract for deed and informing the Association as to the names of the individuals who constitute their Family. Class B members shall have no voting rights.

Class C. The Declarant shall be a Class C member and shall be entitled to two votes for each Lot of which it is the Owner.

ARTICLE IV -- PROPERTY RIGHTS

SECTION 1. Title to Common Properties -- The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain and operate the same. Notwithstanding anything herein to the contrary, the Declarant hereby covenants with itself, its successors and assigns, that it can convey the Common Properties to the Association at any time after the execution and recording of this Declaration.

SECTION 2. Owner's Easements of Enjoyment -- Every Owner of a Dwelling shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to such Dwelling, subject to the restrictions set forth in Article III, Section 1 hereof and further subject to the following rights of the Association:

(a) the right to charge reasonable admission and other fees for the use of recreational facilities on the common Properties;

(b) the right to suspend class a members and the individuals constituting their Family from using the Common Properties and the further right to suspend the voting rights of Class a members, for any periods during which assessments against their Dwelling remain unpaid;

(c) the right to suspend Class B members and the individuals constituting their Family from using the common Properties for any periods during which assessments against their Dwelling remain unpaid;

(d) the right of the Association to suspend a Member from using the Common Properties, in accordance with the Association's by-laws for any infraction of the published rules and regulation of the association.

SECTION 3. Delegation of Use -- Members entitled to use the Common Properties may have such guests and invitees on the Common Properties as may be permitted by the Association's by-

laws.

SECTION 4. Other Easements --

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, unless a public authority or utility company is responsible for such maintenance.

(b) No Dwelling or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way were reserved.

SECTION 5. Right of Entry -- The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner of a Lot, to enter upon such Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

SECTION 6. No Partition -- There shall be no judicial partition of the Common Properties, nor shall Declarant or any Owner or other person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

ARTICLE V -- COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of a Lien and Personal Obligation Assessments -- Each Owner of a Dwelling is hereby deemed to covenant by acceptance of this deed for the Lot upon which such Dwelling is situated, whether or not it shall be so expressed in his deed, to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessments for the purposes set forth in Section 4, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the Dwelling and the Lot upon which such dwelling is situated, and shall be a continuing lien upon such property. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when

the assessment fell due.

SECTION 2. Purpose of Assessments -- The assessments levied by the Association shall be used exclusively for the maintenance and operation of the Common Properties and the administration and enforcement of the Covenants and Restrictions. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments the following items which are hereinafter referred to as the "Association expenses":

- (a) Maintenance and repair of the Common Properties.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Properties.
- (c) Acquisition of furnishings and equipment for the Common Properties as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the Common Properties with extended coverage.
- (e) Liability insurance insuring the Association against any and all liability to the public, to any Owner, to any Member, or the guests or invitees of any Owner or Member arising out of the occupation and/or use of the common Properties. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (f) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Properties, or for the enforcement of the Covenants and Restrictions.

SECTION 3. Basis and Maximum of Annual Assessments -- For the calendar beginning January 1, 1989, the Association shall levy an assessment in the amount of \$175.00 against each Dwelling which, in the opinion of the Architectural Control committee, is suitable for occupancy. For each calendar year beginning after December 31, 1989, the board of Directors shall fix and the Association shall levy an annual assessment against each Dwelling that is suitable for occupancy in an amount which is at least \$175.00 but is not more than 103% of the annual assessment levied for the immediately preceding calendar year; provided, however that the Association may levy an annual assessment which exceeds the aforesaid 103% limit if approved by the assent of two-thirds (2/3) of the total votes entitled to be cast by the voting Members, in person or by proxy, at a meeting duly called for such purpose. Written notice of

such a meeting shall be sent to all voting Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

Declarant recognizes that the annual assessments levied by the Association for the calendar years 1989 and 1990 may not generate sufficient funds to cover the Association Expenses for said years, and hereby agrees to pay to the Association, for each such year, the lesser of (1) the amount by which the Association Expenses for a subject year, other than Association Expenses for construction, reconstruction, repair or replacement of capital improvements on the Common Properties, exceed the annual assessments for said year, or (2) the sum of \$10,000.00. Declarant shall have no obligation to pay any part of the Association Expenses for the calendar years commencing after December 31, 1990.

SECTION 4. Special Assessments for Capital Improvements -- In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment against each Dwelling deemed suitable for occupancy by the Architectural Control committee, 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 a capital improvement on the common Properties, provided that any such assessment if approved by the assent of two-thirds (2/3) of the total votes entitled to be cast by the voting Members, in person or by proxy, at a meeting duly called for such purpose. Written notice of such a meeting shall be sent to all voting Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

SECTION 5. Quorum For any Action Authorized under Sections 3 and 4 -- The quorum required at a meeting authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the voting Members shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 and 4, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Date of commencement of Annual Assessments -- The first annual assessment levied by the Association against a Dwelling shall be an amount which bears the same relationship to the annual assessment provided for pursuant to Section 3 hereof as the remaining number of months in the subject calendar year bear to twelve (12), and the same shall become due and payable on a date which is ninety (90) days after the Association notifies the Owner of the Dwelling of such assessment. Annual assessments levied against a Dwelling, after the first such assessment, shall be due and payable on March 1 of each year; if an Owner pays such an annual assessment within the first ten (10) days of the calendar year in which it becomes due, said annual assessment shall be discounted by fifteen percent (15%).

The due date of any special assessment levied under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 7. Duties of the Board of Directors -- the board of Directors of the Association shall fix the amount of assessment against each Dwelling for an assessment year at least thirty (30) days in advance of January 1 of such year and shall, at that time, prepare a roster of the Dwellings and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner subject thereto. Written notice of the annual assessment against a Dwelling for an assessment year shall be sent to the Owner subject thereto at least twenty (20) days prior to January 1 of such year.

The Association shall, on demand and for a reasonable charge, furnish a certificate in writing signed by any officer of the Association, setting forth whether the assessment against a specific Dwelling has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Nonpayment of Assessments -- If any assessment against a Dwelling is not paid on or before the date when the same becomes due and payable, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becomes a continuing lien on the Dwelling and the Lot upon which the Dwelling is situated. A delinquent assessment shall bear interest from the date of delinquency at the highest lawful rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Dwelling and Lot. If such an action is brought to collect a delinquent assessment, there shall be added to such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees and costs of suit.

SECTION 9. Subordination of Assessment Liens to Mortgages -- The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Dwelling and the Lot upon which the same is situated shall not affect such assessment liens. However, the sale or transfer of any Dwelling and Lot pursuant to a mortgage sale or transfer of any Dwelling and Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment liens as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve any Dwelling and the Lot upon which the same is situated from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 10. Exempt Property -- The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (1) The Common Properties.
- (2) All properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption.
- (3) Any Dwelling owned by Declarant, unless such Dwelling is occupied by a Family.

ARTICLE VI -- USE RESTRICTIONS

SECTION 1. All Lots shall be used exclusively for residential purposes. No structure shall be erected, placed or permitted to remain on Lots 1-7, 15 -30, 94-97 or 102-109, as shown on the Plat, other than one Single-family Dwelling Unit, a private garage for the automobiles of the Dwelling's occupants and accessory buildings incidental to the residential use of the premises. No structure shall be erected, placed or permitted to remain on Lots 9-14 or 64-73, as shown on the Plat, other than a Multifamily Dwelling Unit, a private garage for the automobiles of the Dwelling's occupants and accessory buildings incidental to the residential use of the premises; provided, however, that the aforesaid Lots 9-14 and 64-73 may be used for the construction of single-Family Dwelling Units thereon of approved by the Architectural control committee. No Lot shall be resubdivided or otherwise divided so as to make it smaller, unless prior approval is obtained in writing from the architectural control Committee. No commercial or industrial activity may be conducted or performed on any Lot.

SECTION 2.

(a) No single-story Single-Family Dwelling Unit shall be constructed on any Lot unless said Dwelling Unit has not less than 1,500 square feet of living area exclusive of garages, basements, breezeways, open porches and attics.

(b) No 1 1/2 or 2 story Single-Family Dwelling Unit shall be constructed on any Lot unless said Dwelling Unit has not less than 1,800 square feet of living area exclusive of garages, basements, breezeways, open porches and attics.

(c) No single-story Multifamily Dwelling Unit shall be constructed on any Lot unless said Dwelling Unit has not less than 2,000 square feet of living area exclusive of garages, basements, breezeways, open porches and attics.

(d) No two-story Multifamily Dwelling Unit shall be constructed on any Lot unless said Dwelling Unit has not less than 2,400 square feet of living area exclusive of garages, basements, breezeways, open porches and attics.

SECTION 3. All buildings, including accessory buildings, erected on any Lot shall be constructed of new material of good quality suitably adapted for use in the construction of residences, and no old buildings shall be placed on or moved to any Lot; nor shall used or reclaimed material be employed in any construction thereon, with the exception of used brick. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of a Dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling or accessory buildings and which are promptly removed upon completion of such Dwelling or accessory buildings.

SECTION 4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose; provided no dogs shall be permitted to run at large and

each dog shall be confined to the immediate premises of the owner by a leash or other reasonable means of security.

SECTION 5. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall allow rubbish or debris of any kind to accumulate upon or be placed upon his property, so as to render the same unsanitary, unsightly, offensive or detrimental to any of the Properties in the vicinity thereof or other occupants thereof, and the Association shall be authorized to remove any such rubbish or debris and to charge the cost thereof to the Owner of the Lot from which the same is removed. Junked or abandoned motor vehicles, including motor vehicles which do not have current license plates issued by the Illinois Secretary of State or other appropriate governmental authority, shall be prohibited from being parked on any part of the Properties.

SECTION 6. The construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No person, firm or corporation shall strip, excavate or otherwise remove topsoil for sale, or for use other than on the property from which the same shall be taken, except in connection with the construction or alteration of a building on a Lot and excavation or grading incidental thereto.

SECTION 7. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements and then such material shall be placed within the property lines of the Lot upon which improvements are to be erected and shall not be placed within any easement or right-of-way.

SECTION 8. All coal, oil, gas and other minerals underlying the Properties, and all rights in favor of same, are reserved to Declarant. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any portion of the Properties.

SECTION 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other accessory building shall be at any time used as a residence, temporarily or permanently; no trailers of the residential and/or commercial type either empty, filled or otherwise, shall be maintained or permitted to remain on any portion of the Properties for any length of time, excepting such trailers as are reasonably necessary for the moving in or from any home for the necessary and reasonable length of time required for such moving operations, and building supply trailers used by the contractor working in and about the development of any Lot.

SECTION 10. All Lots and improvements thereon shall be maintained by the Owner in good condition and repair.

SECTION 11. No signs, advertisements, billboards, or other advertising structures of any kind may be erected or maintained on any of the Lots; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot, which advertising board shall not be more than five (5) square feet in size, and shall be used for the sole and exclusive purpose of advertising for sale or lease the property on which it is erected.

SECTION 12. No mobile home, double-wide mobile home nor modular home may be located on any Lot.

ARTICLE VII -- ARCHITECTURAL CONTROL

Declarant hereby names Darrell G. Shelton as the Architectural control committee, and said individual may act hereunder with full and complete authority to act as the Architectural Control Committee provided for in this Declaration. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the location and elevation of the structure have been approved in writing by the Architectural Control Committee as to the quality of workmanship, the materials, the harmony of external design with existing structures, the location and elevation, and general conformity with this Declaration. A complete set of blueprints shall be left with the Architectural Control Committee until construction is completed. The committee's approval or disapproval as required in this Declaration shall be in writing. If Darrell g. Shelton shall resign his position as the Architectural control Committee, a majority of the voting Members of the Association may designate a new Architectural Control Committee consisting of at least two (2) Class A members. In no event shall it be determined during the lifetime of Darrell g. Shelton that he has resigned his position as the Architectural control committee unless and until he delivers a written statement to that effect, bearing his signature, to the Association.

ARTICLE VIII -- GENERAL PROVISIONS

SECTION 1. Duration -- Each and all of the covenants, conditions and restrictions herein contained shall continue and be in full force and effect for a period of forty (40) years from the date on which this Declaration is recorded; provided, however, that said covenants, conditions and restrictions may be amended, modified, revoked or otherwise changed (1) if approved (a) by the assent of two-thirds (2/3) of the total votes entitled to be cast by the voting Members, in person or by proxy, at a meeting duly called for such purpose, and (b) by Declarant if it is then the Owner of any portion of the Properties, all as evidence by an instrument duly executed by the Association and the Declarant and which is recorded at the St. Clair County Recorder's Office, or (2) by the Declarant pursuant to and in accordance with Article VIII, Section 6 hereof. Written notice of an Association meeting herein described shall be sent to all voting Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

At the expiration of the aforesaid initial forty (40) year period, the covenants, conditions and restrictions as the same then exist shall be automatically extended for successive periods of ten (10) years each, subject to amendment, modification, revocation or other change in the same manner as aforesaid.

SECTION 2. Binding Effect. -- Each and all of the covenants, conditions and restrictions herein contained shall run with each Lot of the Properties and shall be binding upon the heirs, administrators, executors, successors and assigns each subsequent Owner.

SECTION 3. Enforcement. -- The covenants, conditions and restrictions of this Declaration shall be enforceable by the Association, or by any Owner subject to this Declaration, and enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure of the Association or any of the Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violation of any covenant herein contained shall not give rise to a right of reverter or re-entry.

SECTION 4. Notices. -- Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 5. Severability. -- Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

SECTION 6. The Declarant reserves the right from and after the recording of this Declaration, at any time Declarant is the Owner of any Lot of the Properties, to amend, modify, revoke or otherwise change any of the covenants, conditions and restrictions herein contained by an instrument duly executed by Declarant and recorded at the St. Clair county Recorder's Office.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

SHELTON CONSTRUCTION COMPANY, INC.
By DARRELL SHELTON its President

ATTEST:
JOYCE A SHELTON its Secretary
STATE OF ILLINOIS, COUNTY OF ST. CLAIR ss.

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Darrell G. Shelton, personally known to me to be the President of Shelton constructions company, Inc., and Joyce A. Shelton, personally known to me to be the Secretary of said company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said Shelton Construction company, Inc., And caused the corporate seal of said

corporation to be affixed thereto, pursuant to authority given by the board of directors of said corporation, as their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 28th day of July, 1988
Anthony T. Holdener, Jr.
Notary Public

My Commission Expires:
May 16, 1991

This instrument prepared by and after recording mail to:
Kurt S. Schroeder
Thompson & Mitchell
Attorneys at Law
525 West Main Street
PO box 750
Belleville, Illinois 62222

APPENDIX "A" BOOK 2718 PAGE 989

Describes Country Crossing subdivision location as shown on the plat recorded in the Recorder's Office of St. Clair County, Illinois, in surveyor's Record "H" on Page 71. (PLAT BOOK 42 PAGE 175)

APPENDIX "B" BOOK 2718 PAGE 990

Describes Country Crossing location except for Country Crossing Subdivision as shown on the plat recorded in the Recorder's Office of St. Clair County, Illinois, in surveyor's Record "h" on Page 71. (PLAT BOOK 42 PAGE 175).

AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

BOOK 2805 PAGES 797-798

1. Article VI is hereby amended to add the following:

SECTION 13. Lot Owners shall provide off-street parking for each vehicle that is to be kept on any of the Properties subject to this Declaration, and shall use street parking only for temporary and visitor parking directly in front of the Owner's Lot.

2. Article IV, Section 4(b) of the Declaration is hereby amended to add the following provision:

For the purpose of this subparagraph (b), the term "structure" shall be deemed to include, without limiting the generality of said term, basketball backboards and any appurtenant supporting post or pole. The term "structure" shall not include mailboxes and any appurtenant supporting post or pole, which do not have a combined height exceeding five feet.

3. Article V, Section 10, is hereby amended to add the following:

(4) Any Dwelling owned by a contractor or builder, which as been constructed for sale and not for occupancy by such Owner, until such time as said Dwelling is first sold or leased by the Owner thereof, or is occupied by a Family.

Except as modified herein, all terms and provisions of the Declaration are hereby confirmed and ratified in every other respect and shall remain in full force and effect.